

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

Date: Monday, July 18, 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 July 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. Green Mountain ATV Road Improvements (10 minutes)
2. Permanent Shelter for Lamoille County (15 mins)
3. Ronald and Sandra Dickson Status Update (10 minutes)
4. Noise Permit for Field Days (5 minutes)
5. Sewer Permit for 120 Sinclair Road (5 minutes)

8:05 p.m. Follow up from last meeting action items (please review last meeting minutes for context):

6. Updated Draft Dilapidated Building Inspection Report Form (10 mins)
7. Review Job Descriptions for: Economic Development Recreation Coordinator, and Town Administrator (10 minutes)

8:25 p.m. Past Projects:

8. Signing for Flood Resilient Communities Fund Grant for Flood Mitigation of Holmes Meadow (5 minutes)
9. Review of Draft Grant Agreement for Vermont Electric Coop and Town of Johnson Storm Water Improvements (5 minutes)

8:35 p.m. Executive Session(s)

10. Interview Recreation Coordinator Candidates (45 mins)

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

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

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

1. Green Mountain ATV Road Improvements (10 minutes)

Green Mountain ATV has proposed road improvements on the Class IV section of Coddington Hollow. The project is appropriate in scope for a Class IV road and would be of benefit to the public. The project has the approval of our Public Works Supervisor. The club has asked the Town for its support in continued access to the improvements that they propose making.

2. Permanent Shelter for Lamoille County (15 mins)

A discussion around the possibility of a permanent housing shelter being located in Johnson. Discussion will include what that means for the residents of Johnson and why Johnson is a good location for a shelter.

3. Ronald and Sandra Dickson Status Update (10 minutes)

Ronald and Sandra Dickson will be present to provide a status update on the cleanup happening on their property.

4. Noise Permit for Field Days (5 minutes)

The noise permit for Field Days is available to sign.

5. Sewer Permit for 120 Sinclair Road (5 minutes)

The Village has approved a sewer permit for 120 Sinclair Road pending the Town's approval.

8:05 p.m. Follow up from last meeting action items (please review last meeting minutes for context):

6. Updated Draft Dilapidated Building Inspection Report Form (10 mins)

A new draft of the Dilapidated Building Inspection Report is available for review. Updates on inspections and enforcement will also be discussed.

7. Review Job Descriptions for: Economic Development Recreation Coordinator, and Town Administrator (10 minutes)

These job descriptions were chosen to receive closer scrutiny and may be updated.

8:25 p.m. Past Projects:

8. Signing for Flood Resilient Communities Fund Grant for Flood Mitigation of Holmes Meadow (5 minutes)

The grant to purchase the Holmes Meadow for flood plain conservation to limit the effects of flooding on the Lamoille River is ready for signing.

9. Review of Draft Grant Agreement for Vermont Electric Coop and Town of Johnson Storm Water Improvements (5 minutes)

A draft grant agreement for the construction of storm water improvements as part of a public-private partnership between the Town of Johnson and the Vermont Electric Coop is ready for review.

8:35 p.m. Executive Session(s)

10. Interview Recreation Coordinator Candidates (45 mins)

The board may go to executive session to interview and evaluate candidates for the Recreation Coordinator position as allowed by **1 V.S.A. § 313(a)(3)**.

GENERAL INFORMATION ITEMS

Information Items:

1. ICMA Membership Renewal Second Notice
2. VRC: protecting the land
3. Dog Bite: 6-26-2022

Budget Items:

Legal Issues:

VLCT: PACIF

1. 2021 Annual Report

State/Federal Issues:

Administrator's Correspondence:

Workshops: Local Technical Assistance Program, Town Fair 22, VLCT Inclusive Workplace

Newsletters: Long Trail News Summer 2022

Brochures & Ads:

Updates:

- **A permit for the Rail Trail Mowing has been requested.**
- **Grow Cemetery Boundary has been marked and the neighbors informed.**

Old Business:

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

Adjourn

**Town of Johnson Highway/Public Works Department
Monthly Progress Report, July 2022**

Recent Accomplishments

- Equipment repair and maintenance.
- Grading and applying chloride to the back roads.
- Received the new hot water pressure washer.
- Ditch and culvert completed on Duke's R.D.
- Received the new dump trailer.
- Ditches cleaned out at the end of River R.D East.
- Finished boom mowing for the season.

Current projects

- Working on cleaning the drainage ditches around town.
- Hauling sand to stock pile.
- Mowing road sides.
- Ditching Grow R.D and installing new culverts to the proper diameter.
- Meeting with Rob Moore about the upcoming grant work.

Upcoming Tasks and Projects

- Summer Road Maintenance.
- Equipment maintenance.
- Take more Ash trees down.
- Getting ready for the upcoming Grant work.
- Working with the Village to take down some problematic trees around town.
- Trainings to Attend:
J.W., R.S., M.L., J.E

Discuss with Select Board

- Salt/sand Renting excavator for September and possibly October.

Report by Jason Whitehill, Town of Johnson Highway Department/Public Works Foreman

**APPENDIX A
Town of Johnson
Right of Way Project Permit Application Form**

Application # _____

NOTICE TO APPLICANT: This form is for use in conjunction with the Town's Highway Access & Work in the Right of Way Policy. Before submitting an application, applicants are urged to review the Town's Highway Access & Work in the Right of Way Policy in full. If an application is approved, the Road Foreman will issue written permission in the form of a Notice of Permission to Proceed ("Notice"). The Notice will list the specifications, requirements, and restrictions for the work. The Notice may require supervision and/or inspection by the Town. The Notice will state the date on which construction / development of the Access may proceed. Once construction/development is completed, the Road Foreman shall conduct a final inspection to determine if the work has been completed according to the requirements listed in the Notice. If, after inspection, it is determined that the Access has been constructed / developed in compliance with the Notice, a written Permit shall be issued by the Road Foreman within 30 days after final inspection. An access is not considered legally permitted until the written Permit has been recorded in the Town Land Records at the expense of the Permittee.

Name of Applicant: Vermont ATV Sportsmans Association (Ethan Hill)

Address and telephone number of Applicant: 14 Don Camp Dr. Barre VT 05641-802-793-1827

If Applicant is an organization or corporate entity, list the principal officers of Applicant and any other individual authorized to represent the applicant group or entity applying for the Permit:

Ethan Hill - Trails Coordinator 802-793-1827 / Danny Hale - Executive Director
1802-353-6608

If Applicant is an organization or corporate entity, list the name address, email and telephone number of individual making the application:

Ethan Hill - Ehill@VTVASA.ORG - 14 Don Camp Dr. Barre VT 05641-802-793-1827

Location of the proposed project: North of 2501 Coddling Hollow Rd on Class IV Section
(Approx. 44° 42' 10.36" N 72° 42' 17.75" W)

If the applicant is not the owner of the premises where the proposed project will be conducted, list the name and contact information of the owner or other person that has the authority to consent to the use of the premises and attach a signed statement from that person stating that consent is given to the applicant to have the access constructed on those premises:

Town of Johnson Class IV Rd

The date on which construction is proposed to begin: VASA Can Start shortly after town
Approval

Draw or attach a visual depiction of the premises indicating location, layout, state and local highways, entrances and exits, traffic flow patterns, parking and land uses of the surrounding area.

Attached is VASA Trail maintenance application
Outlining proposed work with map

Describe the arrangements that have been made to protect the public health, safety, welfare and convenience of the traveling public during construction including, but not limited to, arrangements for traffic control, crowd control, waste, and sanitation facilities:

VASA will Post Signage. Stating equipment on trail and under construction
trail will remain passable during maint.

Applicant may provide any additional information that may assist the Road Foreman.

Ethan Hill

Signature of the applicant
or an individual authorized to act for the applicant

6.28.22
Date

FOR TOWN USE ONLY:

Application received by _____ [town official] on _____ [date]

Application fee of \$ _____, received by _____ [form of payment]

VASA TRAIL PROGRAM APPLICATION

Part I – Club Information

1. Club:
2. Club Contact/Title:
3. Club's Mailing Address:
4. Club's Telephone: Email:

Part II - Project Information

1. Project Type:
Construction Maintenance De-Brushing
2. Project Contact/Title:
3. Project Contact's Telephone: Email:
4. Project/Trail Name:
5. Project Location(city/town):

6. **Work Plan (specific tasks to be accomplished)** Provide a detailed work plan for this project which tells the specific tasks to be accomplished during the course of the project. DO NOT GENERALIZE. Work plans should provide a sufficient enough description to understand what work needs to be done where.

Include:

- Work components (What work will be done and how? What techniques will you use? What trail standards will you apply? Who will do the work?);
- Project specifications (How long is the section or sections of trail to be worked on? What structures will you be building or repairing? What materials and equipment will you use? How will you transport materials and equipment to the project site(s)?);
- Show all work plan components on your map.

7. **Is this project to maintain an existing trail on privately owned property that is already managed as a public VASA trail?** Yes No

If yes, the Club must obtain written permission from the private landowner(s) as described below, certify by checking the box which follows and submit an original copy to VASA.

I obtained written permission from the private landowner(s) which state the landowner(s) will to cooperate with VASA, participate as necessary in activities proposed in this application, and provide public access for the recreational trail use intended, and will continue to do so for the term specified in the in the VASA Landowner Permission Form.

By checking this box, the Club certifies the written permission above has been obtained and submitted with this application.

8. a. Is this project to develop or construct a new trail and/or new trail section, Y N
b. Is this project to develop or construct a new trail linkage, Y N
c. Is this project to develop or construct a new trailhead area or permanent trail structure on private land, Y N
9. Is this project on public land (federal, state or municipal)? Yes No

If yes, Club must attach public landowner's written approval. Approval shall be for the work tasks listed in this application, and written assurance of continued public access to the trail(s) for uses intended in this application.

10. Is any of the trail work proposed in this application to be done on any Vermont Class IV roads?
Yes No

If yes, Club must attach a copy of the Town Ordinance allowing ATV use.

11. **Budget:** You must attach a budget form with your application. A budget form is found at the end of this application. The budget form provides an estimate of the cost of your project. Be thorough, detailed, and accurate.

- Attach any requests for proposals, bids, or price quotes used to formulate your budget.
- Attach written confirmation of any donated services or materials
- If skilled tradesman/operators are to be unitized please complete the VASA Skilled Labor Form at the end of this application.

12. **Map:** A topographical map with the project location must be attached to this application. Maps should clearly and accurately mark the trail by name and location, define what work will be done along the trail, identify work areas, segments of trail to be worked on and trailhead access areas. Be sure the map indicates the town the project is in, public and private property boundary lines, roads, rivers, lakes, and wetlands. If any part of the trail work will be on a Class IV road, clearly indicate. A legend must be included to support marked project components. Maps should have a North arrow and be easily comprehensible.

- Attach photos of the project location to help reviewers have the ability to assess the conditions of the project area as a part of their review process;

13. Project Justification: Write a short description of your proposed project and tell the following items:

- Why this project is needed; Why it is important to be funded;

- What makes this project a trail project priority for the Club;

- If there is any crisis, emergency, or safety issue to get this project done.

14. Project Review Sheet & Status of Permits or Clearances for this Project: VASA Staff will request a Project Review Sheet (PRS), signed by a Permitting Specialist, from the Agency of Natural Resources Department of Environmental Conservation. This form provides a preliminary determination of what state, local & federal environmental permits or clearances this project may need. It lists agencies, departments & contact information for you to follow up with. Attach copies of any permits you already have for the project.

Environmental reviews are required to ensure projects will not impact rare, threatened & endangered species, protected wildlife habitat areas, rivers, streams, wetlands (water quality), or any archeological or historic resources. If your project is approved, it will be required VASA obtain any State permits required before you begin your project.

<u><i>Club Contact</i></u>	<u><i>Project Contact</i></u>
<input checked="" type="checkbox"/> _____ Printed Name	<input checked="" type="checkbox"/> _____ Printed Name
_____ <i>Signature of duly authorized agent of Club</i>	_____ <i>Signature of duly authorized VASA agent</i>
_____ Date	

VASA PROJECT# _____

**VASA TRAILS PROGRAM PROJECT RESOLUTION OF COMMITMENT FROM
MUNICIPALITY**

for projects involving Class IV Town Highways

Whereas: The VASA Trails Program, administered by the Vermont ATV Sportsman’s Association provides resources to non-profit trail organizations and municipalities for eligible recreational trail improvement projects.

Whereas: Eligibility for trail project resources is limited to recreational trails only and such resources shall not be used for road projects that result in roads suitable for travel by regular passenger vehicles.

Whereas: The recreational investment represented by a VASA Trails Program resources must be protected for the useful life of the investment.

Whereas: The project sponsor, has proposed a recreational trail project described generally as (title of project/trail name) on Class IV Town Highway (TH#) (name of Class IV Highway road) of the Town of .

BE IT RESOLVED THAT the Town of as represented by the Select Board is in full support of the project referred to herein; agrees to continually allow the referenced recreational activity to occur on the town highway for the useful life of the investment, (number of years) from the date of the agreement; and VASA commits to maintaining the funded recreational improvements in useful repair for their useful life as defined above.

BE IT FURTHER RESOLVED THAT if the Town should allow additional improvement to the affected length of highway to accommodate uses other than the referenced recreational activity, those uses shall not preclude the intended recreational activity for the stated useful life of the recreational investment.

BE IT FURTHER RESOLVED THAT the Town understands that failure to fulfill the stated commitments may result in having to return VASA funds used on the project.

CERTIFICATION

I (authorized person of the municipality) hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by:

X _____

Authorized Signature of the Municipality

Printed Name & Title of the Authorized Official and Date of Signature

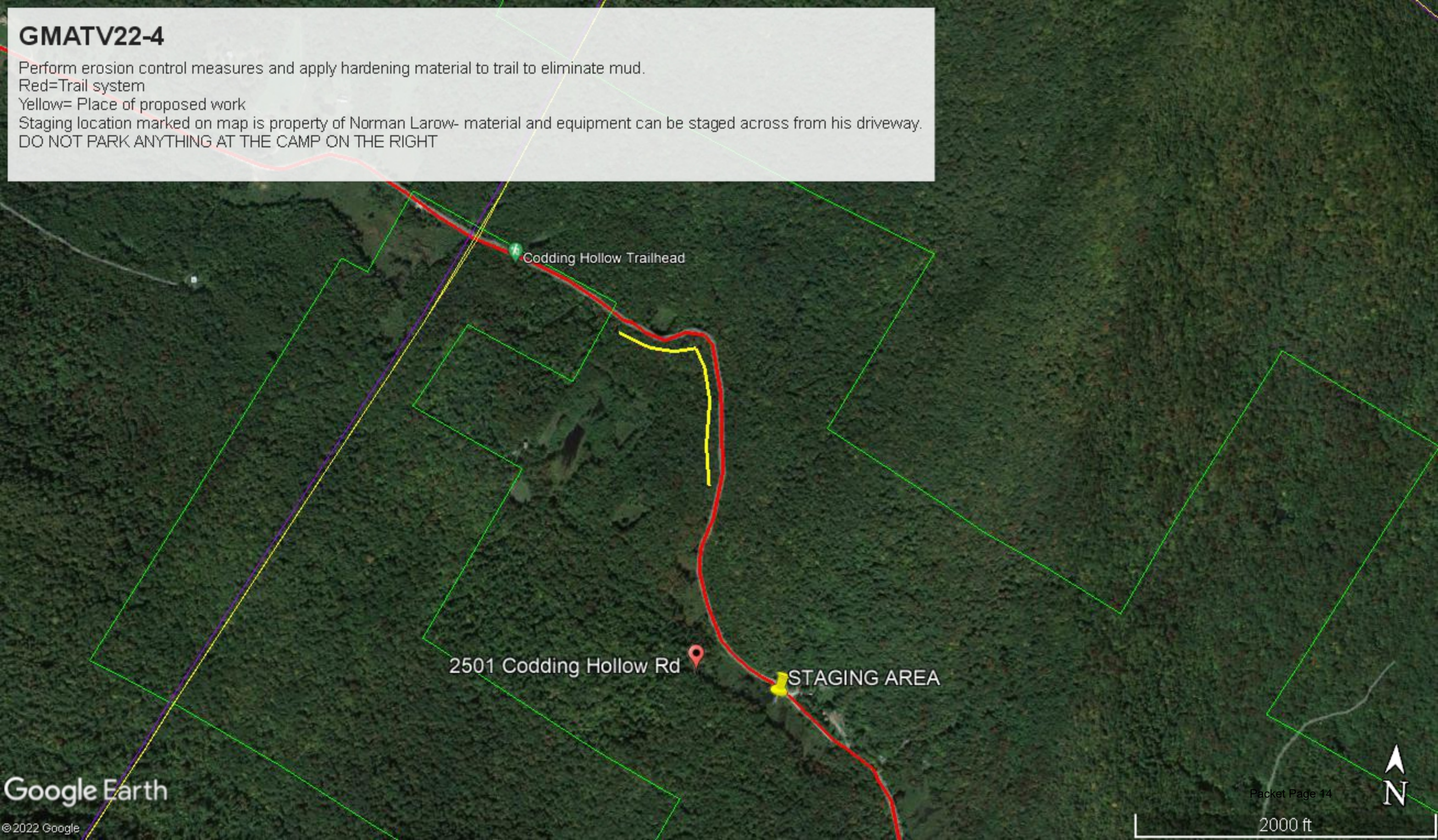
X

Witnessed

Printed Name & Date of Witness Signature

GMATV22-4

Perform erosion control measures and apply hardening material to trail to eliminate mud.
Red=Trail system
Yellow= Place of proposed work
Staging location marked on map is property of Norman Larow- material and equipment can be staged across from his driveway.
DO NOT PARK ANYTHING AT THE CAMP ON THE RIGHT



Coddling Hollow Trailhead

2501 Coddling Hollow Rd

STAGING AREA



Rosemary Audibert

From: Troy Dolan
Sent: Monday, July 11, 2022 10:02 AM
To: Rosemary Audibert
Subject: FW: 120 Sinclair Wastewater Permit App
Attachments: 120 Sinclair Wastewater App.xls

FYI

From: Troy Dolan
Sent: Wednesday, June 08, 2022 12:42 PM
To: Jeremy Foster-Fell <jeremyfosterfell@gmail.com>
Subject: 120 Sinclair Wastewater Permit App

Hi Jeremy,

I have attached a draft permit application for the sewer connection. It is my understanding that the house that was demolished on the parcel was a single family home and was previously connected to the municipal sewer system and that you will be reconstructing another single family home in its place. If that is the case, you will receive "credit" for the historic use (single family house) and its existing 210 gpd allocation. The addition of a second single family residence with 2 bedrooms on the parcel will require an additional sewer allocation of 210 gpd.

I asked the office staff to review the paper files on hand and they indicated there is no existing sewer permit for 120 Sinclair. I also checked the State's permit database and did not see anything on file for the parcel. Therefore, I believe when you apply for your State permit, you will want to apply for a total allocation of 420 gpd to cover both the prior/rebuilt home as well as the additional unit being built. The fees for the permit will be based off 210 gpd because of the 210 gpd credit for the historic use ($420 - 210 = 210$). To obtain a State permit, you will need a licensed wastewater engineer to provide a site plan/documentation and I recommend you share this email and attached local permit application with that person to ensure he/she agrees with the total 420 gpd allocation.

In terms of the process, as I mentioned, 120 Sinclair is within the Town Sewer Service Area. That means the Town Selectboard has to sign off on the permit and allocation before it goes to the Village Trustees. To bring this before the Town, you'll want to contact the Town Administrator, Brian Story at tojadministrator@townofjohnson.com

Once the Town has OK'd the permit, it will come before the Village Trustees for preliminary approval. Once preliminary approval is granted, you can apply for your State permit and once the State permit is issued, you can come back to the Village Trustees for final approval. After final approval from the Village, you will be able to make your connections to the municipal sewer system.

The last issue I want to mention has to do with the two buildings on a single parcel. The current Village wastewater ordinance requires each structure to have its own connection/service line to the sewer main. You'll want to specify that requirement to the engineer that you hire. The Village does not want shared service lines as they have caused issues in the past. If separate service lines are physically impossible or are truly cost prohibitive, the Trustees can waive that requirement with the creation of specific legal documents, but that is not the preference.

Please let me know if you have any questions.

Thank you,
Troy

VILLAGE OF JOHNSON SEWER ALLOCATION/CONNECTION APPLICATION

APPLICANT NAME: Jeremy Foster-Fell **Date:** 6/8/2021 **WW Permit #** WW004-22
Location of property: 120 Sinclair Road **Phone:** 802 585 0925
Applicant Signature: *[Signature]* **Owner Signature:** *[Signature]*
Type of Request: (check one or more below)
 Renewal of permit: Existing Permitted capacity: **210**
 Increase in capacity:
 New Connection:
 Change in use:
 Other:
Existing Use: (check one or more below) **Proposed Use: (check one or more below)**
 Residential Single Family Residential Single Family (additional home)
 Residential Multi Unit Residential Multi Unit
 Commercial Commercial
 Industrial Industrial
 Other Other
Describe nature (or strength) of discharge if other than residential:

Type and #s of Fixtures Connected to System (check all that apply)

Type	Number
Kitchen Sinks/Sinks	1
Lavatories	2
Laundry Tubs	
Urinals	
Toilets	2
Bath Tubs	
Showers	2
Garbage grinder	
Dishwashers	
Hairdresser Chairs	
Other fixtures (specify)	

Total Connected Fixtures 0

Flow Quantities in Gallons Per Day Generated by Proposed Use: (from EPR Appendix 1-7A)

Establishment	Gal/Per/Day	# units	total GPD
Assembly Area		5	0
Conference Rooms		5	0
Bathhouses		5	0
Pools		5	0
Bowling Alley (no food)	75gpd/lane	75	0
Camps: Construction (per person)		50	0
Camps: Day (no meals) per person		50	0
Camps: Resort Camps (nigh &day) w plumbing per person		50	0
Campground: no units w/plumbing < 7 mo (per site)		75	0
Campground: no units w/plumbing > 7 mo.(per site)		100	0
Campground: units with plumbing			0
Central Toilets/Dump Station < 7 mo (50 +25 gpd/site)		75	0
Served by individual hook ups < 7 mo.		75	0
Central Toilets/Dump Station > 7 mo (90 +35 gpd/site)		125	0
Served by individual hook ups > 7 mo.		125	0
Seasonal RV Site w individual hook up			0
RV owned by occupant (per site)< 7mo		75	0
RV owned by occupant (per site)> 7mo		125	0
RV not owned by occupant (per site)> 7mo		125	0
RV not owned by occupant (per site)> 7mo		125	0
RV not owned by occupant (per site)> 7mo		175	0
Cabins w RV type plumbing < 7 mo (per site)		125	0
Cabins w RV type plumbing > 7 mo (per site)		175	0
Cabins w conventional plumb W/O kitchen per person		50	0
above W/O kitchen but with laundry facilities per person		70	0
Park Model RV & Mobile Home as RV: 1st bedroom /site		140	0
each additional bedroom per site < 7 mos		100	0
each additional bedroom per site > 7 mos		140	0
Cafeterias (per seat)		50	0
Churches			0

Establishment	Gal/Person/Day	# units	Total GPD
sanctuary seating x 25%		5	0
church suppers		8	0
Country Club (per resident member)		100	0
per non resident member		25	0
Day Cares (per person)			0
no meals		15	0
one meal		20	0
two meals		25	0
Dentists Office			0
Per Staff member		35	0
Per Chair (add both numbers)		200	0
Doctors Office			0
Staff member		35	0
Patients (add both numbers)		10	0
Room Rentals			0
Boarding Houses (per person)		50	0
add for each non resident boarders		10	0
Rooming Houses (per occupant bed space)		40	0
Single Family (flat 210gpd regardless of # of bedrooms)		210	2 420
Multi Family Rental 70gpd/person w 2 persons/bedroom		70	0
Factories			0
(gal. per person per shift, exclusive of industrial waste)		15	0
Gyms			0
Participant		10	0
Spectator		3	0
Hairdressers			0
Per operator		10	0
Per Chair (add both)		150	0
Hospitals (per bed space)		250	0
Hotels with private baths (per person sleeping space)		50	0
Institutions other than hospitals (per bed)		125	0
Laundries (gal/machine)		500	0
Mobile Homes Parks			0
four or fewer trailers (per space)		450	0
five or more trailers (per space)		250	0
Motels w bath/toilet (per person sleeping space)		50	0
Picnic parks (toilet wastes only/picnicker)		5	0
Restaurant (toilets & kitchen waste per seat bar included)		30	0
Additional per seat if serving three meals/day		15	0
Schools			0
Boarding		100	0
Day w/o gyms, cafeterias or showers		15	0
w gyms, cafeterias, showers		25	0
w cafeterias but no showers gyms		20	0
Service Stations (per first set of pump)		500	0
for each set after first set		300	0
Sewer Line infiltration 300 gal/inpipe/dia/mile/day			0
Shopping Centers/Stores			0
Large Dry Goods	5 GPD/100sq ft		
Large Supermarket (meat but no garbage grinder)	7.5 GPD/100sq ft		
Large Supermarket (meat w garbage grinder)	11 GPD/100sq ft		
Small Dry Goods in shopping center	100 GPD/store		
Theaters/Drive Ins per seat or space		5	0
Veterinary Clinic (3 or less doctors)			0
without boarding	750/clinic		
with boarding	1500/clinic		
Workers			0
Construction (semi permanent sites)		50	0
Day at schools and offices (per shift)		15	0
Infiltration not known at this time. Cost due at time of Final approval			
TOTAL ALLOCATION NEEDED			420

* elderly housing can be calculated at 1.5 persons per bedroom

where app. calculator automatically applies 20% to reduction to flows for hook up to municipal system

DO NOT COMPLETE INFORMATION BELOW THIS LINE

FEE CALCULATION

Application Fee (all applications)

\$0.00

of Equivalent Units Residential (1E.U. = 210gpd)

1.00

of Equivalent Units Non Residential (1E.U. = 360gpd)

(# of E.U.'s = allocation needed / 210 or 360) (New: if less .75, use .75 Change of use: if less than .5, use .5)

Connection Fee* (TSSA Village connection fee is the same as village fee)

Rate

residential single family

1

\$ 500.00

\$500.00

residential multi unit

\$ 750.00

\$0.00

commercial

\$ 750.00

\$0.00

industrial (by board)

\$ 750.00

\$0.00

Village

other (by board)

\$0.00

TSSA

Total Connection Fee

\$500.00

Capacity Allocation Fee*

of GPD

Rate

Fee

*due annually until connection to system

210

\$ 1.00

\$210.00

*reduced by existing permitted capacity

Total Due Village User

\$710.00

Total Due TSSA User

Town Fee (\$75/E.U.)

\$0.00

Village

\$0.00

Select Board Approval Date

pending fee

PRELIMINARY COMMITMENT OF RESERVE CAPACITY (subject to the following)

1) Preliminary commitment of reserve is:

granted

denied

subject to all provisions of the Ordinance Regulating Use of Public Sewer .

2) Preliminary Commitment of reserve in GPD is made in the following amount:

210

3) Preliminary commitment shall expire one year from date signed below

4) Review of Final approval shall be accompanied by information required by Ordinance and all fees.

Date of approval

[Handwritten signatures]

Expiration date:

Signed by:

FINAL APPROVAL OF RESERVE CAPACITY (subject to the following)

1) Receipt of all Village fees in the amount of :

\$710.00 YES/NO?

TSSA

1) Receipt of all TSSA fees in the amount of :

Village YES/NO?

\$0.00

2) Letter of request and required plans for Final Approval received:

3) Final Approval, connections and use of sewers subject to all provisions of Section 9 of the Ordinance.

4) Additional capacity allocation fees due for 2nd and 3rd year if connection not made as per Section 10.

5) Final Approval in GPD made in the following amount

210

based on approved plans.

6) Additional conditions may apply for non domestic wastewater which shall be part of this permit.

7) Connections in excess of 1000gpd shall be inspected and certified by a licensed Engineer.

Date of approval

1 Yr Expiration date:

Article 9 (f)

Signed by:

3 Yr Expiration date:

2nd yr fee due date:

3rd yr fee due date:

Total capacity allocated to structure in GPD

420

Conditions/Notes:

All permits subject to Ordinance provisions regulating use of and connection to sewer system

All sewer connections must be inspected and approved by Village of Johnson designated personell

All sewer connections requiring a grease interceptor shall require annual report to Village verifying maintenance & cleaning

APPLICANT SHALL FILE COPY OF DESIGNER'S CERTIFICATION WITH THE VILLAGE CONCURRENT WITH STATE

FILING

Civil Rights and Equal Opportunity

The following information is requested by the Federal Government in order to monitor the Provider/Lender's compliance with the Equal Credit Opportunity Act.

You are not required to furnish this information, but are encouraged to do so.

The law requires that the Provider/Lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations the Provider/Lender is required to note race and sex on the basis of visual observation or surname.

If you do not wish to furnish the following information, please check the box below.

Applicant

- American Indian/Alaskan Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White
- Other

Ethnicity:

- Not Hispanic or Latino
- Hispanic or Latino
- I do not wish to furnish this information

Sex

- Male
- Female

Co - Applicant

- American Indian/Alaskan Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White
- Other

Ethnicity

- Hispanic or Latino
- Not Hispanic or Latino
- I do not wish to furnish this information.

Sex

- Male
- Female

Dilapidated Property Inspection Report Form

Name of Inspection Officer	Date

Name of Property Owner	
Date Notice Sent	Date Notice Received (if different)
Address	Parcel Number
Description of property	
Specific building(s) or structure(s) subject to inspection, if applicable	

	Yes/No	Corrective or Abatement Recommendations
1. Is the property secured from trespassing?		
2. Is the property an attractive nuisance to children?		
3. Is the property a fire hazard, unsafe, or unsecure to endanger life, limb, or property?		
4. Has the property been designated as uninhabitable or unsafe by any order, notice, inspection report, violation		

or finding of state or local jurisdiction as to suitability for habitation, and or the provisions of 9 VSA Chapter 137?		
Has the plumbing, heating or other facilities have been permanently removed or disconnected, destroyed or rendered ineffective?		
Does the property have unsanitary sewage or plumbing facilities		

	Yes/No	Notes
Are the premises unsanitary, or littered with rubbish or garbage?		
Is the structure in a state of dilapidation, deterioration or decay, faulty construction, overcrowded, open, vacant or abandoned, or damaged by fire or other casualty to the extent so as to not be habitable, or in danger of collapse or failure; or		

dangerous to anyone on or near the premises, or detracts from the value, use and enjoyment of neighboring or adjacent property.		
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Attached Photos

1.	
2.	
3.	
4.	

Other Attachments

1.	
2.	
3.	

**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

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 RECREATION COORDINATOR
Job Description

Position Title: RECREATION AND COMMUNITY DEVELOPMENT COORDINATOR

Employment category: Part time, FLSA exempt, Town Employee

Reports to: Selectboard and under supervision of Municipal Administrator

GENERAL SUMMARY:

The Recreation and Community Development Coordinator (RCDC) will perform administrative and organizational work to coordinate and implement municipal recreation and other community activities.

The CDC works closely with various municipal boards, commissions and community groups in planning events, public media outreach and keeping the town goals and objectives constantly in the public eye.

This position is under the general supervision of the Town Administrator, and is ultimately accountable to the Select Board.

ESSENTIAL TASKS, DUTIES AND RESPONSIBILITIES:

- Organize recreation and SkatePark programs and activities (Promotion of programs; Holding of registrations; Scheduling of Meets; Purchase and distribution of uniforms; Collection of fees and dues; Recruitment of coaches; Creation of participation awards for programs). Coordinate individual tasks and program planning with the Recreation Committees and SkatePark Committee.
- Work with the Recreation Committee and SkatePark Committee to develop and administer the operating budget and capital projects budget as approved by the Selectboard. Liaison with the Selectboard for the submission of budgets for inclusion in the Selectboard's annual budget.
- Coordinate the scheduling of activities at municipal recreation parks and SkatePark, and the Johnson Elementary School facility. The municipal recreation parks include Old Mill Park, Legion Field, Nelson Duba Field.
- Oversee the development and maintenance of municipal parks. Where appropriate, coordinate park maintenance with municipal employees (Public Works Superintendent and Road Foreman).
- Coordinate and organize community and volunteer efforts supporting downtown and the local business community in collaboration with organizations such as Johnson Works and LEDC.
- Support and collaborate with volunteer efforts to enhance community life.
- Attend Recreation, SkatePark, and other municipal committee meetings as needed.
- Develop and maintain contacts with recreation providers, users, and supporters (e.g. Vermont Parks and Recreation Association, River Arts, Laraway Youth and Family Services, and Vermont League of Cities and Towns).
- Seek and manage grants that support, enhance, and develop community goals.
- Provide regular status reports to supervisor.

SKILLS/EXPERIENCE/TRAINING REQUIRED:

- Bachelor's degree in recreation or other appropriate discipline, or experience with comparable knowledge and skills.
- Basic technical knowledge of recreational programs, with some familiarity with municipal/school recreation program administration.
- Familiarity with SportsEngine.
- Good planning, organizational and project management skills. Good math skills and ability to work within a budget.

- Grant writing and administration skills desired.
- Some field maintenance experience desired.
- Basic computer skills for word processing and preparation of spreadsheets.
- Ability to communicate effectively on behalf of the Recreation Committee to a variety of community constituents. Basic public relations skills, ability to work cooperatively with volunteer committees, elected officials and other Town personnel a must.

SUPERVISION RECEIVED:

The RCDC will operate under general supervision of the Municipal Administrator and with guidance from the Recreation Committee. The Selectboard will identify the Coordinator’s annual priorities with recommendations from municipal committees. The Selectboard will approve the priorities prior to their implementation. The Recreation Coordinator will submit progress reports to their supervisor, and will report directly to the Selectboard as needed.

TERMS OF EMPLOYMENT:

Hired by the Selectboard after interviews and reference checks. Must pass background check. Terms of employment, compensation, and benefits set by the Boards and governed by Personnel Policy. Six month probationary period is a condition of employment. This is a first-time position and will be re-evaluated at the end of one year to determine if the position should be continued. Continuation will also be based on availability of funding.

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 and Town budget.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

May require performance of light manual labor. May require work in an outdoor environment, must be able to lift 50lbs.

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.

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.

External and internal application, 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,



VERMONT DEPARTMENT OF PUBLIC SAFETY

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

**FEDERAL PROGRAM TITLE
Flood Resilient Communities Fund (FRCF)**

**AGREEMENT WITH
Town of Johnson
Agreement #02140-33500-005**

Award Amount: \$189,871.50

DPS Financial Office Use Only

- [SAM.gov](https://sam.gov) checked for UEI and Suspension and Debarment Exclusions Date: 7/13/22 Initials: MA
- DPS Restricted Parties List Checked Date: 7/13/22 Initials: MA
- Risk Assessment Completed Date: 1/14/22 Initials: LK
- Subrecipient vs. Contractor Determination Form Completed Date: 6/26/22 Initials: MA
- Single Audit Check & Delinquent SAR (VT Bulletin 5_Eligibility Query in VISION) Date: 7/13/22 Initials: MA
- BGS Office of Purchasing & Contracting Debarment List Checked <https://bgs.vermont.gov/purchasing-contracting/debarment> Date: 7/13/22 Initials: MA
- Certificate of Insurance Date: 1/6/22 Initials: MA
- Executive Compensation Checked (if subaward \$30K or over) Date: 6/16/22 Initials: LK

- Entered In:
- VT Grant Tracking (VISION) Date: _____ Initials: _____
 - FFATA (if \$30K or over) Date: _____ Initials: _____
 - FFATA (if required) Executive Compensation Amount Date: _____ Initials: _____

Federal Fund Standard Format to Non-State Subrecipients Only

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT **Part 1-Grant Award Detail**

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 02140-33500-005		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Flood Resilient Communities Fund (FRCF)			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 189,871.50	
⁶ Total Award Amount: \$ 189,871.50			
⁷ Award Start Date: Execution Date		⁸ Award End Date: 12/31/2024	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 40302		¹¹ Grantee Name: Town of Johnson	
¹² Grantee Address: PO Box 383			
¹³ City: Johnson		¹⁴ State: VT	¹⁵ Zip Code: 05656
¹⁶ State Granting Agency: Department of Public Safety			¹⁷ Business Unit: 02140
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$0.00 Description: <u>N/A</u>	
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 UEI#: DVFTTG78J188		²² Indirect Rate: _____% <small>(Approved rate or de minimis 10%)</small>		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): Jun-06				²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

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

FEDERAL FUNDS <i>(includes subrecipient Global Commitment funds)</i>	Required Federal Award Information
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31 Assistance Listings# (formerly CFDA#)	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Federal Award Date	38 Total Federal Award
21.027	Flood Resilient Communities Fund (FRCF)	\$0.00	\$189,871.50	\$189,871.50	SLFRP4407	3/3/2021	\$524,600,000
³⁹ Federal Awarding Agency: US Department of the Treasury		⁴⁰ Federal Award Project Descr: Coronavirus State and Local Fiscal Recovery Funds					
		\$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:					

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
		\$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	\$189,871.50	\$189,871.50			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Kristine Seipel TITLE: Financial Administrator PHONE: (802) 904-3469 EMAIL: kristine.seipel@vermont.gov	NAME: Brian Story TITLE: Town Administrator PHONE: (802) 635-2611 EMAIL: tojadministrator@townofjohnson.com

Part 2- Grant Agreement

Parties: This is an Agreement between the State of Vermont **Department of Public Safety (DPS) Division of Vermont Emergency Management** (hereinafter called “State”), and the **Town of Johnson** (hereinafter called “Subrecipient”).

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

Subrecipient Federal Tax Identification Number: 03-6000530

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

Award Details: Amounts, dates and other award details are as shown in the above in the *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.

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

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

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

Attachments: This Agreement consists of **15** pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

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

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

- 1) Grant Agreement Part 1 and Part 2
- 2) Attachment C
- 3) Attachment D (if applicable)
- 4) Attachment A
- 5) Attachment E
- 6) Attachment B

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

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Signature

Signature

Commissioner/Deputy Commissioner

Printed Name:

Date: _____

Title: _____

Date: _____

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

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

Objective:

Phase 1: Acquisition of a parcel on River Road located in Johnson, VT.

Activity to be performed:

The Town of Johnson will acquire a parcel on River Road in Johnson, VT know as Holmes Meadow. This property is currently vacant and at risk of development and future flooding. Future development will be prevented on site through a conservation easement at closing.

The Town of Johnson will engage a Contractor for engineering and design. This wil include permitting, historic preservation review (if needed), and construction bid development and selection for a floodplain restoration project to reduce future flooding along Route 15 and in the Village of Johnson.

The Town of Johnson will also submit final designs, budget, scope, and timeline for Phase 2 to VEM upon completion of Phase 1.

Performance Measures:

The Town of Johnson will complete these activities during the Period of Performance.

ATTACHMENT B PAYMENT PROVISIONS

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

Budget Detail:

Salaries and Benefits	\$ 9,041.50
Contractual	\$ 78,000.00
Supplies	\$ 0.00
Travel & Mileage	\$ 0.00
Equipment *	\$ 0.00
Other Costs	\$ 102,830.00
Indirect Cost **	\$ 0.00
Total Federal Share	\$ 189,871.50
Total Non-Federal Share (Match)	\$ 0.00

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

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

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

During the performance of this Agreement, any of the cost categories may be increased or decreased by up to 10% of the total award with prior written approval without the need for an official contact the DPS Financial Office shown on page 3. Approval will be given provided:

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

PROGRAMMATIC REPORTING REQUIREMENTS:

- Under 2 CFR 200.329 (e) *Significant Developments*: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the subrecipient **must** inform DPS *as soon* as the following types of conditions become known:
 1. Problems, delays, or adverse conditions which will *materially impair* the ability to meet the objective of the award. This disclosure **must** include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 2. Favorable developments which enable meeting time schedules and objectives *sooner or at less cost* than anticipated or producing *more or different beneficial results* than originally planned.

¹ 2 CFR § 200.313 (d)(1)

² 2 CFR § 200.313 (d)(2)

- The subrecipient **must** certify in writing to DPS at the end of the award that the project or activity was completed, or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.
- Changes in principal personnel or scope of effort **must** receive the prior written approval of DPS.

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

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

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

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

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

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

Name: Kristine Seipel
 Via mail: Vermont Department of Public Safety/Financial Office
 45 State Drive
 Waterbury, VT 05671-1300
 Via email: Kristine.Seipel@vermont.gov

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

CLOSEOUT:

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

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

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

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

1. LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2. DEBARMENT,
SUSPENSION, AND OTHER
RESPONSIBILITY
MATTERS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are

suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990. The Subrecipient will or will continue to provide a drug-free workplace by: ³

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the

Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Subrecipient's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (e) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. PROCUREMENT:

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

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.⁴
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises,

and labor surplus area firms be used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

- a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.

- b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:

- a. Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising

³ 2 CFR § 182
ADM-107a- January 2021

⁴ 2 CFR § 200.318(c)(1)
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from audit, litigation or claims started before the expiration of the three year period, whichever is later.

b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

c. Provides information for planning, control and evaluation of direct and indirect costs;

d. Provides cost and property control to ensure optimal use of the grant funds;

Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:

i. having new or substantially changed systems

ii. having new compliance personnel

iii. loss of license or accreditation to operate program

iv. organizational restructuring.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

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

7. DISCLOSURE OF INFORMATION:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for

any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. CONFLICT OF INTEREST

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

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

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

The State Fiscal Recovery Fund Program Assurances as signed by Brian Story dated June 23, 2022 on behalf the Town of Johnson are incorporated into this agreement by reference.

Record Retention: Recipients and Subrecipients of SFR Funds must maintain the following materials for 5 (five) years after all funds have been expended or returned to Treasury, whichever is later:

1. General ledger and subsidiary ledgers used to account for (a) the receipt of SFR payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19.
2. Budget records;
3. Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. Receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. Contracts and subcontracts entered into using SFR payments and all documents related to such contracts;
6. Grant agreements and grant subaward agreements entered into using SFR payments and all documents related to such award;
7. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. All internal and external email/electronic communications related to use of SFR payments;
10. All investigative files and inquiry reports involving State Fiscal Recovery Fund payments.

ADDITIONAL TERMS AND CONDITIONS OF AWARD

- I. FINAL MITIGATION PROJECT REQUIREMENT:
 - A. The financial assistance provided for this project is conditioned upon the delivery of the following components:
 - Purchase and demolition of all development on property located on River Road in Johnson, as identified within Johnson's application for funding under the FRCF.
 - Maintenance of the site as open space in perpetuity.
 - Completion of a floodplain restoration project to reduce future flooding along Route 15 and in the Village of Johnson (to be completed in Phase 2).
- II. GRANT MODIFICATION REQUESTS:
 - A. The subapplicant must request and obtain approval from Vermont Emergency Management (VEM) for any change to the scope of work as detailed above. Any change to the scope of work initiated before VEM approval may jeopardize funding for the project. If approved, a new pre-award letter will be issued with the modified scope of work.
 - B. If additional funding is required, the subapplicant must request and obtain approval from Vermont Emergency Management (VEM). If approved, a new pre-award letter will be issued and DPS Finance will initiate an amendment to the subgrant agreement.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

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

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

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



Flood Resilient Communities Fund

Building watershed resilience in the face of climate change

State Fiscal Recovery (SFR) Fund Program Assurances Issued on June 2, 2021

An authorized signatory of TOWN OF JOHNSON must attest to the following by checking the box next to the statement and signing this document.

- ✓ 1. I have the authority to request payment from the State of Vermont. I am requesting payment for costs incurred in connection with section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) ("section 602").
- ✓ 2. As required by federal law, the SFR will only be used for approved economic support or costs incurred during the period that begins on March 3, 2021 and December 31, 2024, in response to the COVID-19 public health emergency and its negative economic impacts.
- ✓ 3. TOWN OF JOHNSON will report on incurred expenses and/or losses, in a form and at a frequency prescribed by the State of Vermont and will cooperate with the State of Vermont in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 602.
- ✓ 4. To the extent that actual expenditures or demonstrated need is less than the total award amount, TOWN OF JOHNSON agrees to return the balance of unspent funds to the State of Vermont. If the United States Department of the Treasury recoups funds from the State of Vermont based on a determination that these award funds were used in a manner not in compliance with section 602, TOWN OF JOHNSON agrees that the State of Vermont may recover funds from TOWN OF JOHNSON by reducing future funding in State budgets.
- ✓ 5. TOWN OF JOHNSON must repay the award or portion of the award to the Department of Public Safety if: any funds received were issued in error; are based on incorrect representations made to the Department of Public Safety; or any costs forming the basis of an award under this program are covered by other federal funds or federally forgiven loans received by TOWN OF JOHNSON. I agree that the final determination of whether there has been a duplication of benefits and the amount to be repaid, if any, will be made by the Department of Public Safety.
- ✓ 6. TOWN OF JOHNSON has applied for FEMA-Public Assistance funding first for all FEMA-eligible expenses before applying to this grant. TOWN OF JOHNSON will only use



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this grant to cover expenses that are not eligible for FEMA-Public Assistance reimbursement.

- ✓ 7. TOWN OF JOHNSON shall maintain and make available to the State of Vermont and/or United States Department of the Treasury, upon request, all documents and financial records sufficient to establish compliance with section 602. Records and supporting documentation must be maintained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Records to support compliance with subsection 602 may include, but are not limited to, copies of the following:
 - a. General ledger and subsidiary ledgers used to account for (a) the receipt of SFR payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
 - b. Budget records;
 - c. Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
 - d. Receipts of purchases made related to addressing the public health emergency due to COVID-19;
 - e. Contracts and subcontracts entered into using SFR payments and all documents related to such contracts;
 - f. Grant agreements and grant subaward agreements entered into using SFR payments and all documents related to such awards;
 - g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
 - h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
 - i. All internal and external email/electronic communications related to use of SFR payments; and
 - j. All investigative files and inquiry reports involving SFR payments.

- ✓ 8. To the best of my knowledge, neither TOWN OF JOHNSON nor TOWN OF JOHNSON'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.



Flood Resilient Communities Fund

Building watershed resilience in the face of climate change

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- ✓ 9. TOWN OF JOHNSON will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether a Single Audit is required for the prior fiscal year. If a Single Audit is required, TOWN OF JOHNSON will submit a copy of the audit report to the State of Vermont within 9 months. 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.
- ✓ 10. TOWN OF JOHNSON will submit reports as required by the State of Vermont, Agency of Administration, and/or Department of Public Safety.
- ✓ 11. The Department of Public Safety may share the information on this federal award with other Vermont state agencies, and other Vermont agencies can share information with Department of Public Safety for the purpose of verifying TOWN OF JOHNSON's eligibility for this or another award or stimulus payment related to the COVID-19 pandemic.
- ✓ 12. All of TOWN OF JOHNSON's tax returns are completed and filed through the date of application filing.
- ✓ 13. TOWN OF JOHNSON complies with local, state and federal labor laws.
- ✓ 14. TOWN OF JOHNSON is in good standing with the Vermont Secretary of State.
- ✓ 15. I attest, under penalty of perjury, that all information provided on this form is true and accurate. I understand that the State of Vermont will rely on this certification as a material representation in making this federal award. Further, I understand that intentional misrepresentation of information is fraud and may subject me or my organization to disqualification from receiving further benefits, administrative penalties, and criminal prosecution.
- ✓ 16. TOWN OF JOHNSON understands that, if Federal guidance on the regulations of the State Fiscal Recovery Fund change, it may change the terms of this award.



Flood Resilient Communities Fund

Building watershed resilience in the face of climate change

State Fiscal Recovery (SFR) Fund Program Assurances Issued on June 2, 2021

Printed Name: Brian Story

Authorized Signature: 

Title: Town Administrator

Organization Name: Town of Johnson

Date: 6/23/22



FFA - STANDARD GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called “State”), and Town of Johnson with principal place of business at 293 Lower Main West Johnson, VT 05656, (hereinafter called “Subrecipient”). It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is a public-private stormwater partnership to install modern stormwater treatment practices under the 3-Acre Stormwater permit requirement, pursuant to the federal American Rescue Plan Act of 2021 and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached hereto. Detailed scope to be provided by the Subrecipient are described in Attachment A.
3. **Maximum Amount:** In consideration of the scope of work to be performed, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$587,113.00. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the subrecipient without written approval from the State.
4. **Procurement:** The Subrecipient certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
5. **Ownership and Disposition Assets:** Grantee must submit a written request to retain the asset at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
6. **Source of Funds:**

___ General	<u> X </u> Federal	___ Other	
\$	\$587,113.00	\$	Fund

 - a. For grants funded with federal dollars only.

CFDA Title	Coronavirus State and Local Fiscal Recovery Fund
CFDA Number	21.027
Award Name	American Rescue Plan Act (ARPA) Vermont State Recovery Fund
Award Number	SLFRP4407
Award Year	2021
Federal Granting Agency	US Department of the Treasury
Research and Development Grant?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. **Grant Term:** The period of Subrecipient’s performance shall begin upon date of execution, signified by the date of signature by the State and end on 06/30/2026.
8. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in

the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.

- 9. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
- 10. Fiscal Year: The Subrecipient’s fiscal year starts 07/01 and ends 06/30.
- 11. Work product ownership: Upon full payment by the State, all products of the Subrecipient’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.
- 12. Attachments: This Grant consists the following attachments that are incorporated herein:
 - Attachment A - Scope of Work to be Performed
 - Attachment B – Budget and Payment Provisions
 - Attachment C - Customary State Grant Provisions
 - Attachment D – State Fiscal Recovery Fund (SFR) Program Assurances
 - Attachment E – SFR Quarterly Project Report Template
 - Attachment F – Other Provisions
 - Attachment G – Terms and Conditions for Federal Subrecipients

Legal Name and UEI Number on File with the www.sam.gov (1):

Johnson Village and Town
Print Legal Name

DVFTTG78J188
UEI Number

Did this business or organization (the legal entity to which the UEI number it provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?*

Yes No

If yes, please list the top five highest paid senior executive salaries that are not available to the public:

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.	
STATE OF VERMONT	SUBRECIPIENT
By:	By:
_____	_____
Commissioner	Name: (Print) _____
Dept of Environmental Conservation	Title: _____
Date: _____	Date: _____

Attachment A Scope of Work to be Performed

Part or All of the Scope May be Sub-Granted

1. Project Overview. The Vermont Electric Co-op (VEC) consists of an office building, warehouse, paved parking area, and an unpaved storage yard in Johnson (SPAN # 336-104-11151). Subrecipient has conceptual plans for a light industrial park across Route 15 from VEC (SPAN #336-104-10558). The VEC site does not hold an existing Operational Stormwater Permit. This project encompasses design and construction of a 140-chamber subsurface system with sand filter and underdrain to treat the 3-acre site as well as provide the stormwater water quality (WQv) treatment requirement of the future industrial park. The Town is responsible for meeting additional stormwater permit requirements at their own cost and on the municipal property. A diversion structure is proposed to divert stormwater runoff for treatment during the 1” storm.

Table 1: SFR Program Information

SFR Program	3-Acre Stormwater Permit Support
SFR Expenditure Category	EC 5.6
SFR Project Name	Public Private Partnership – Johnson Vermont Electric Coop
SFR Project ID No.	ANR-6140892207-005
Primary Place of Performance	Johnson, Vermont
National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)	N/A
Public Water System ID # (if applicable)	N/A

2. Statement of Need. The Vermont Clean Water Act of 2015, and the Lake Champlain Total Maximum Daily Loads (TMDLs) identify the need to address phosphorus in stormwater runoff from existing developed lands, specifically “three-acre sites,” in order to meet the phosphorus targets in the TMDLs. This project assists a “three-acre site.”
3. Population Served. The project addresses stormwater runoff from approximately 3.4 acres of impervious surface of the Vermont Electric Co-op and a future light industrial park located nearby. This site was chosen because it will address current and future runoff and flooding issues on both public and private land. It also presented an opportunity for the Town to work with VEC, a prominent business in the community. This partnership will reduce runoff from town roads at an estimated phosphorus reduction of 5.60 kg/yr correlating to a cost savings of \$5,962 per year. The population of Johnson is 3,625 with 17.17% of people living in poverty and an unemployment rate of 6.63%. The income per capita is \$25,763. This information was sourced using the Vermont Social Vulnerability Index which is based upon 2016-2020 American Community Survey data, Census Tract 9532. The stormwater runoff addressed by this project serves to lessen the environmental impacts this community faces.
4. Scope of Work. The Subrecipient shall provide the following services related to design and construction of the Project:
 - a. Prepare a complete “Full Notice of Intent” under General Permit 3-9050 for the Project, which excludes the permitting costs for the planned light industrial park.

- b. Obtain a stormwater permit authorization under General Permit 3-9050 based on the “Full Notice of Intent”.
- c. Construct the stormwater treatment system as authorized under General Permit 3-9050 and submit a certification by a professional engineer per the requirements of said authorization.

Table 1. Milestone and Deliverables schedule:

Part I: Final Design and Permit Obtainment					
Cost reimbursements for Part I deliverables Not to Exceed \$125,000					
	Milestone	Deliverable	Due Date*	Budget	
1	Landowner Commitment	Letters of landowner commitment from all affected landowners indicating intent to participate in the project.	September 15, 2022	Part I Deliverables NTE \$125,000	
2	Determination of Operations & Maintenance (O&M) responsible party	Documentation of O&M responsible party once project is implemented, including acknowledgement the stormwater permit requires O&M for life of the project	September 15, 2022		
Note: Must complete Deliverables 1 and 2 prior to submitting other Part I Deliverables.					
3	RFP for Final Design and Obtainment of Operational Stormwater Permit	Copy of RFP, signed contract, and statement of reasoning for contractor selection (if applicable)	September 15, 2022		
4	Meeting(s) with landowner and other stakeholders to discuss planned projects	Summary of meeting(s), including meeting outcomes, and planned actions	The fifteenth day of each month throughout agreement term until 100% design is complete (Due no later than April 15, 2023)		
5	60% design complete	Preliminary Design Report (include synthesis of prior completed project deliverables, 60% designs, including draft engineering feasibility analysis per General Permit 3-9050 and verification of review of proposed design by the Stormwater Program; identify all required landowner access points necessary for project maintenance; identify all required permits and provide Permit Navigator Report Number.	October 15, 2022		
6	100% design complete (if applicable, depending on prior design work completed for project)	Final Design Report (include synthesis of prior completed project deliverables, 100% designs, written landowner commitment to implement project, and final cost-estimate with a level-of-effort document and construction engineering oversight, if needed, and contingency); provide documentation of completed landowner access agreements.	January 15, 2023		

7	Submission of complete application (Full Notice of Intent) for coverage under Stormwater General Permit 3-9050 to DEC Stormwater Program	Completed application, site plans, and engineering feasibility analyses	January 15, 2023	
8	Stormwater Permit obtained	Documentation of permit obtained	April 15, 2023	
9	Permit documentation	Documentation of other required permits secured (if applicable)	April 15, 2023	
Part II: Construction				
Must complete Part I Deliverables prior to payment for Part II Deliverables				
Cost reimbursements for Part II deliverables Not to Exceed \$392,025				
10	RFP for construction of permitted stormwater system issued and contractor selected (if applicable)	Copy of RFP, signed contract, and statement of reasoning for contractor selection (if applicable)	April 15, 2023	
11	Implementation update(s); BMP(s) implemented, Clean Water Project Sign installed during construction if the project is considered publicly visible	Interim report(s) (includes summary of work to date, percent progress, construction photos, including Clean Water Project Sign photo, if applicable)	The fifteenth day of each quarter of the calendar year from beginning construction until project completion (Due no later than March 31, 2026)	Part II Deliverables NTE \$403,401.70
12	Project complete	Final Performance Report using template provided; Verification of submission of engineer's certification, pursuant to authorization under General Permit 3-9050; press release; post-implementation photos; Form 430	June 30, 2026	\$58,711.30 or a minimum of 10% of total award held until final deliverables received
	TOTAL BUDGET AVAILABLE	Total	\$587,113.00	

*Due dates for interim deliverables can be extended upon written approval from the State.

5. Results. The mandatory State Fiscal Recovery quarterly project reports (Section 8) will measure the following performance measures:
1. Number of final (30%) designs completed (if applicable)
 2. Number of final (100%) designs completed
 3. Number of operational stormwater permits obtained
 4. Acres of impervious surface treated
 5. Acres of impervious area removed (if applicable)
6. Evaluation. The project shall comply with all deliverables, including submission of the required permit application and engineer's certification of completion of construction, prepared by a licensed professional engineer. The State will review all permit application materials for compliance with Stormwater General Permit 3-9050.
7. Equity Impact. Meeting the stormwater management requirements of General Permit 3-9050 may be cost prohibitive for some landowners due to the direct and indirect economic impacts of COVID-19. The three-acre stormwater program carries the expense for all regulated entities, municipalities, and businesses

alike. Partnerships between affected private landowner(s) and local municipalities were developed to create more pollution control than would be achieved by each entity strictly complying with the permit program individually. By supporting these projects, the State is using ARPA funding to reduce the impacts to municipal taxpayers, some of whom have been significantly impacted by the effects of the COVID-19 pandemic. This support also assists businesses that are required to comply with the permit by providing assistance to those entities to recover as well.

8. Reporting. Subrecipient is required to submit quarterly progress reports for the quarters ending December 31, March 31, June 30, and September 30 on a template provided by the State (Attachment E) by the 15th day after the end of each quarter.
9. Other Provisions.
 - a. Subrecipient will operate and maintain (in good condition) the Project for its useful life (or cause it to be so operated and maintained).
 - b. Subrecipient shall seek written pre-approval from the State for minor modifications to construction element locations due to variations in terrain or budget. The scope and site plans in this Agreement portray an ideal situation. Minor adjustments which result in an equivalent end product shall be allowed following State approval. Nothing in this language shall relieve the landowners from the need to comply with Stormwater General Permit 3-9050, including the need to amend the stormwater permit authorization for any project changes.

Attachment B

Payment Provisions

1. This grant is a performance based grant with cost reimbursable payment terms. Payments made to the Subrecipient by the State are based on the submittal of quarterly invoices including a date range in which activities on this grant were undertaken. Subrecipient is required to keep documentation of all expenses reported to the State on the invoice, but are not required to submit those documents with each invoice. The State reserves the right to ask for expense documentation upon request. Invoices must be submitted on the Attached Form 430. Budget modifications in any category that are at or above 10% of the entire grant value will require State approval prior to finalizing any budget alterations or expending said funds.
2. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

3. Risk-Based Assessment:

Risk Level: Moderate

Risk Level	Monitoring Requirements
Moderate	- Grantee is required to submit biannual progress report. Progress report must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.

- a. These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
 - b. If you are required to have a Single Audit , you are to report to Vermont DEC the audit, findings, Management Response Letter including corrective actions within 9 months after the end of your fiscal year.
4. Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.
 5. The Subrecipient shall:
 - Maintain a copy of all receipts on file for review upon request by the State,
 - Include a copy of all receipts for costs requested for reimbursement.
 - Other:
 6. Other Provisions
 - a. All invoices must be received within 90 days after the end date of this agreement. Any invoices received after 90 days may not be honored.
 - b. Subrecipient is conferred blanket approval from the State to execute any subgrant or subcontracts associated with this Agreement and related amendments. As part of the procurement process, the Subrecipient must verify and document that none of its subcontractors/subgrantees are listed on the federal debarment list located at <https://sam.gov/content/home> or the State debarment list maintained by the Vermont Buildings and General Services (BGS) and located at: <https://bgs.vermont.gov/purchasing-contracting/debarment>. Both the name of the entity and name of the primary point of contact must be checked.

Upload all completed forms to: <https://anronline.vermont.gov/home>



Vermont Department of Environmental Conservation

Agency of Natural Resources

Form 430 Request for Funds

Form must be filled out entirely before payment is released

Grant payments should be made using [ANR Online](#). For guidance on this process please [click here](#).

Grantee Name: **Town of Johnson**

Grant #: **06140-2022-ARPA-CWB-06** ***Payment #:** **Amount Requested:** \$

**Number of payment request(s) made under this grant*

Performance Measure and Submitted Deliverable(s)	BudgetAmount	Amount Requested for This Submittal
1 -Part I: Final Design and Permit Obtainment <i>Deliverables 1-9: Please list deliverable number and detail</i>	NTE \$125,000.00	\$
2 -Part II: Construction <i>Deliverables 10-11: Please list deliverable number and detail</i>	NTE \$403,401.70	\$
3 -Project Complete <i>Deliverable 12: Final Performance Report, Verification of submission of engineer's certification, press release, post-implementation photos</i>	NTE \$58,711.30	\$
Total	NTE \$587,113.00	\$

Approvals for Payment

Signed by:

Subrecipient: _____ Date: _____

Title: _____

The Subrecipient certifies that deliverables being billed on this invoice have been completed as outlined in the grant agreement.

Please upload this form to: <https://anronline.vermont.gov/home>

**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 – STATE FISCAL RECOVERY FUND PROGRAM ASSURANCES

An authorized signatory of Subrecipient must attest to the following by checking the box next to the statement and signing this document.

1. I have the authority to request payment from the State of Vermont. I am requesting payment for costs incurred in connection with section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (“section 602”).
2. As required by federal law, the SFR will only be used for approved economic support or costs incurred during the period that begins on March 3, 2021 and December 31, 2024, in response to the COVID-19 public health emergency and its negative economic impacts.
3. Subrecipient will report on incurred expenses and/or losses, in a form and at a frequency prescribed by the State of Vermont and will cooperate with the State of Vermont in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 602.
4. To the extent that actual expenditures or demonstrated need is less than the total award amount, Subrecipient agrees to return the balance of unspent funds to the State of Vermont. If the United States Department of the Treasury recoups funds from the State of Vermont based on a determination that these award funds were used in a manner not in compliance with section 602, Subrecipient agrees that the State of Vermont may recover funds from Subrecipient by reducing future funding in State budgets.
5. Subrecipient must repay the award or portion of the award to the Vermont Agency of Natural Resources, Department of Environmental Conservation if: any funds received were issued in error; are based on incorrect representations made to the Vermont Agency of Natural Resources, Department of Environmental Conservation; or any costs forming the basis of an award under this program are covered by other federal funds or federally forgiven loans received by Subrecipient. I agree that the final determination of whether there has been a duplication of benefits and the amount to be repaid, if any, will be made by the Vermont Agency of Natural Resources, Department of Environmental Conservation.
6. Subrecipient has applied for FEMA-Public Assistance funding first for all FEMA-eligible expenses before applying to this grant. Subrecipient will only use this grant to cover expenses that are not eligible for FEMA-Public Assistance reimbursement.
7. Subrecipient shall maintain and make available to the State of Vermont and/or United States Department of the Treasury, upon request, all documents and financial records sufficient to establish compliance with section 602. Records and supporting documentation must be maintained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Records to support compliance with subsection 602 may include, but are not limited to, copies of the following:

General ledger and subsidiary ledgers used to account for (a) the receipt of SFR payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;

Budget records;

Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;

Receipts of purchases made related to addressing the public health emergency due to COVID-19;

Contracts and subcontracts entered into using SFR payments and all documents related to such contracts;

Grant agreements and grant subaward agreements entered into using SFR payments and all documents related to such awards;

All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;

All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;

All internal and external email/electronic communications related to use of SFR payments; and

All investigative files and inquiry reports involving SFR payments.

8. To the best of my knowledge, neither Subrecipient nor Subrecipient '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.

9. Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether a Single Audit is required for the prior fiscal year. If a Single Audit is required, Subrecipient will submit a copy of the audit report to the State of Vermont within 9 months. 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.

10. Subrecipient will submit reports as required by the State of Vermont, Agency of Administration, and/or Vermont Agency of Natural Resources, Department of Environmental Conservation.

11. The Vermont Agency of Natural Resources, Department of Environmental Conservation may share the information on this federal award with other Vermont state agencies, and other Vermont agencies can share information with Vermont Agency of Natural Resources, Department of Environmental Conservation for the purpose of verifying Subrecipient's eligibility for this or another award or stimulus payment related to the COVID-19 pandemic.

12. All of Subrecipient's tax returns are completed and filed through the date of application filing.

13. Subrecipient complies with local, state and federal labor laws.

14. Subrecipient is in good standing with the Vermont Secretary of State.

15. I attest, under penalty of perjury, that all information provided on this form is true and accurate. I understand that the State of Vermont will rely on this certification as a material representation in making this federal award. Further, I understand that intentional misrepresentation of information is fraud and may subject me or my organization to disqualification from receiving further benefits, administrative penalties, and criminal prosecution.

16. Subrecipient understands that, if Federal guidance on the regulations of the State Fiscal Recovery Fund change, it may change the terms of this award.

Printed Name:

Authorized Signature:

Title:

Organization Name:

Date:

**ATTACHMENT E – STATE FISCAL RECOVERY (SFR) QUARTERLY PROJECT REPORT
TEMPLATE**

Organization Name	Town of Johnson
Report Date	
Period Being Reported	January 1 – March 31 April 1 – June 30 July 1 – September 30 October 1 – December 31
SFR Program	3-Acre Stormwater Permit Support/ Infrastructure
SFR Expenditure Category	EC 5.6
SFR Project ID No.	ANR-6140892207-005
Project Location	The Vermont Electric Co-op (VEC)
National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)	X
Public Water System ID # (if applicable)	X
Projected/Actual Construction Start Date (month/year):	
Projected/Actual Initiation of Operations Date (month/year):	
Project Status:	<ul style="list-style-type: none"> • Not Started _____ • Completed < 50% _____ • Completed > 50% _____ • Complete _____
Performance Measure #1: Number of final (30%) designs completed (if applicable)	
Performance Measure #2: Number of final (100%) designs completed	
Performance Measure #3: Number of operational stormwater permits obtained	
Performance Measure #4: Acres of impervious surface treated	
Performance Measure #5: Acres of impervious area removed (if applicable)	

ATTACHMENT F – OTHER PROVISIONS

- A. For contracts awarded over \$200,000 for maintenance, construction, or improvement project shall provide that all construction employees working on the project shall be paid not less than mean prevailing wage published periodically by the Vermont Department of Labor in its occupational employment and wage survey plus an additional fringe benefit of 42 and one-half percent of wage, as calculated by the current Vermont prevailing wage survey.
- B. For projects over \$10 million, the following is required to be reported to the State with Quarterly Project Reports, as applicable:
- a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
 - i. The number of employees of contractors and sub-contractors working on the project;
 - ii. The number of employees on the project hired directly and hired through a third party;
 - iii. The wages and benefits of workers on the project by classification; and
 - iv. Whether those wages are at rates less than those prevailing.¹ Recipients must maintain sufficient records to substantiate this information upon request.
 - b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
 - i. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
 - ii. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
 - iii. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
 - iv. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the project has completed a project labor agreement. c
 - c. Whether the project prioritizes local hires.
 - d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

¹ As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

**ATTACHMENT G - TERMS AND CONDITIONS FOR FEDERAL SUBRECIPIENTS -
U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD**

1. Use of Funds.
 - a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

3. Maintenance of and Access to Records
 - a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
 - c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

4. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

5. Conflicts of Interest. Participant understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Participants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

6. Compliance with Applicable Law and Regulations
 - a. Participant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Participant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Participant shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Participant Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
7. Remedial Actions. In the event of Participant's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to

recoupment as provided in section 603(e) of the Act.

8. Hatch Act. Participant agrees to comply, as applicable, with requirements of the Hatch Act (U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
9. False Statements. Participant understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Participant] by the U.S. Department of the Treasury.”
11. Debts Owed the Federal Government.
 - a. Any funds paid to Participant (1) in excess of the amount to which Participant is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Participant shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Participant. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Participant knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
12. Disclaimer
 - a. The United States expressly disclaims any and all responsibility or liability to Participant or third persons for the actions of Participant or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Participant does not in any way establish an agency relationship between the IFA, United States and Participant.
13. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Participant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;

- ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Participant, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Participant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Participant should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Participant should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Participant should establish workplace safety policies to decrease accidents caused by distracted drivers.