

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

Date: Monday, October 17, 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 October 3rd, 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. Racial Justice and Social Equity Committee Resignation (5 minutes)
2. Library Maintenance Report and MOU Update (15 minutes)

7:40 p.m. Follow up from previous meeting action items (please review recent meeting minutes for context):

3. Review Board Priorities (10 minutes)
4. Update on Economic Development (5 minutes)
5. Holmes Meadow Grant and Project Management Agreements (10 minutes)
6. Update on Property and Casualty Insurance Options (15 minutes)

8:20 p.m. New Projects:

7. Adoption of Evergreen Ledge Cemetery Plot Map (5 minutes)
8. AARP Winter Placemaking Grant Opportunity (5 minutes)
9. Broken Window at Old Mill House (10 minutes)
10. Health Officer Reappointment (5 minutes)

8:25 p.m. Executive Session(s)

11. Executive Session to Update Selectboard on Union Contract Negotiations (15 minutes)
12. Executive Session to Discuss Fifth Public Works Employee Position (5 minutes)

8:45 p.m. Follow up from previous meeting action items (please review recent meeting minutes for context):

13. Continued Fifth Public Works Employee Discussion (15 minutes)

If Time Allows:

Spring RFPs

Update From Meeting with State College System

Adjourn

Please join by Zoom:

<https://us02web.zoom.us/j/3446522544?pwd=VknZZE5tMW5PaEhidVpnUjRxSkxGdz09>

Meeting ID: 344 652 2544

Passcode: 15531

Town Administrator's Report

Date: Monday, October 22, 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 October 3rd, 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. Racial Justice and Social Equity Committee Resignation (5 minutes)

Adelle MacDowell has resigned from the Racial Justice and Social Equity Committee.

2. Library Maintenance Report and MOU Update (15 minutes)

The Library Maintenance Report has been completed and is ready to be signed by the Selectboard. Included in the report is a request for assistance with the required maintenance on the basement windows. There may also be a brief discussion on possible improvements to the MOU we have with the Library.

7:40 p.m. Follow up from previous meeting action items (please review recent meeting minutes for context):

3. Review Board Priorities (10 minutes)

A refresher and evaluation of the current board priorities.

4. Update on Economic Development (5 minutes)

Update on the status of the posting for Economic Development Services.

5. Holmes Meadow Grant and Project Management Agreements (10 minutes)

To continue to move along the proposed purchase of Holmes Meadow for flood preservation we need to sign agreements with Vermont Emergency Management and Lamoille County Planning Commission.

6. Update on Property and Casualty Insurance Options (15 minutes)

Update on the status of our inquiries on alternative insurance options.

8:20 p.m. New Projects:

7. Adoption of Evergreen Ledge Cemetery Plot Map (5 minutes)

A new proposed map for Evergreen Ledge Cemetery is available for review. The key feature of the new map is an attempt to make the sale of lots in the 'new' section of the cemetery easier to process.

8. AARP Winter Placemaking Grant Opportunity (5 minutes)

The AARP Winter Placemaking Grant is available and Diane Lehouillier would like to apply again to support winter activities on Legion Field.

9. Broken Window at Old Mill House (10 minutes)

A window is broken and needs to be repaired/replaced at the Old Mill House. The property is jointly owned by the Town and Village.

10. Health Officer Reappointment (5 minutes)

8:25 p.m. Executive Session(s)

11. Executive Session to Update Selectboard on Union Contract Negotiations (15 minutes)

An update on the current union contract negotiations is available. The board may find that premature disclosure of that update may substantially disadvantage the town. If the board believes that is the case, the board may enter into executive session to discuss those communications as allowed by **1 V.S.A. § 313(a)(1)**.

12. Executive Session to Discuss Fifth Public Works Employee Position (5 minutes)

As part of the discussion on the option of a fifth public works employee the board may find that premature disclosure of part of their deliberation may substantially disadvantage the town. If the board believes that is the case, the board may enter into executive session to discuss those communications as allowed by **1 V.S.A. § 313(a)(1)**.

8:45 p.m. Follow up from previous meeting action items (please review recent meeting minutes for context):

13. Continued Fifth Public Works Employee Discussion (15 minutes)

Continuing the discussion surrounding the option for hiring an additional public works employee.

If Time Allows:

Spring RFPs

Update From Meeting with State College System

GENERAL INFORMATION ITEMS

Information Items:

1. Comcast: re services provided
2. Dog Bite: 9-20-22

Budget Items:

1. Vermont Family Network: request for \$500

Legal Issues:

VLCT: PACIF

1. Town Fair: October 6, 2022

State/Federal Issues:

1. Deputy Health Officer Term
2. Health Officer Term
- 3.

Administrator's Correspondence:

Workshops:

Newsletters: Public Management Sept. 2022

Brochures & Ads:

Old Business:

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

Adjourn

From: [Adelle MacDowell](#)
To: [TOJ Administrator](#)
Cc: [Sophia Berard](#); [Jeff Bickford](#)
Subject: RJSE Committee Resignation
Date: Thursday, September 22, 2022 9:19:52 PM

Hi Brian,

I just wanted to let you know that I'm stepping down from the RJSE committee due to the fact that I'm going to college in a different part of the state. Let me know if you need anything more official from me!

-Adelle

Johnson Public Library
Annual Maintenance Assessment & Five Year Plan

Annual Walkthrough completed April 8, 2022

Present: Brian Story, Mark Woodward, Jeanne Engel, and Jasmine Yuris

The annual maintenance assessment is done in compliance with the Memorandum of Understanding between the Johnson Public Library and the Town of Johnson under section "Understandings: Annual Inspection." Below are the areas assessed, the findings, and proposed action items.

Areas Assessed and Findings

- **Foundation.** There are cracks in the foundation where the newer portion of the building begins. Cracks should continue to be monitored for structural integrity. It was the recommendation of Brian and Mark to reseal the cracks at this time.
- **Backed up Sewage in Basement Sink.** The sewage has backed up twice in three years into the basement sink. Manosh scoped the sewage line 35 feet and couldn't conclusively state why the backup is happening. Discussion included that the village intends to do work on Railroad Street and Library Street involving replacement of storm water drainage. Drawings were provided by the village to the library and it was not clear from the drawings how the wastewater drains or connects to the village mainline. When the village begins work on these streets, while the ground is open for construction, it is logical to investigate the underground sewage line servicing the library and replace it if necessary. The timeline for village maintenance of these streets has not been confirmed.
- **Front Door.** The front door to the library was found to be functional, however it is not energy efficient. Additionally, the library would best serve the community by installing a handicap accessible door with automatic openings on both doors.
- **Attic Insulation.** The attic was inspected in December 2012 by Keefe and Wesner Architects. Their recommendation was that the overall attic insulation be increased and additional insulation be added in a gap near the chimney. This has not occurred, therefore the assessment committee recommends this be completed.
- **Basement Windows.** The basement windows' sashes are rotting and gaps are apparent between the frame and the sash. Repair of the sashes would require many hours and be cost prohibitive, while still utilizing the same outdated windows. Replacement would take less time, conserve energy, and meet the Library's functionality needs.
- **Roof.** The roof is inspected and repaired approximately every 5 years by a slate roofing company. The roof is due for inspection and maintenance.

Actionable Items and Proposed Action Date

- **Foundation.** Reseal the cracks in the foundation. The cracks will be assessed and measured annually with the possibility that a foundation expert may need to be consulted. Action date: 2022/2023.
- **Sewage** - Work with the village on timeline for Railroad and Library Street reconstruction. Establish a plan for investigating wastewater lines and potential replacement. Action date: TBD, dependent on village.
- **Front Door:** Investigate the Cost and Installation of handicap accessible front door(s) and create a replacement plan timeline and budget. Action date: 2022/2023.
- **Attic Insulation:** Hire a contractor to add additional insulation to the areas of the attic after evaluation. Action date: 2022/2023.
- **Basement Windows:**
 - Investigate the cost of basement Windows and formulate a plan for installation. Action date: 2022/2023.
 - Request RFPs. Action date:: 2023.
 - Finance Replacement of Basement Windows. Action date: 2023/2024.
 - Replace Basement Windows. Action date: 2023/2024
- **Roof:** Contact slate roofing company, plan evaluation, complete any necessary repairs. Action date: (2022/2023).

Inspection Report Committee Approvals

Brian Story, Town Administrator

Date

Mark Woodward, Town Selectboard

Date

Jasmine Yuris, Facilities Library Trustee

Date

Jeanne Engel, Library Director

Date

Proposed Responsibility of Action Items from 2022 JPL Maintenance Assessment

Action Item	Proposed Timeline Date	Proposed Responsible Party
Foundation. Reseal the cracks in the foundation. The cracks will be assessed and measured annually with the possibility that a foundation expert may need to be consulted.	2022/2023	Library Trustees
Sewage - Work with the village on timeline for Railroad and Library Street reconstruction. Establish a plan for investigating wastewater lines and potential replacement.	TBD, Dependent on Village	Library Trustees
Front Door: Investigate the Cost and Installation of handicap accessible front door(s) and create a replacement plan timeline and budget.	2022/2023	Library Trustees
Attic Insulation: Hire a contractor to add additional insulation to the areas of the attic after evaluation.	2022/2023	Library Trustees
Basement Windows: Investigate cost of basement Windows and formulate a plan for installation.	2022/2023	Library Trustees
Basement Windows: Request RFPs	2023	Library Trustees
Basement Windows: Finance Replacement of Basement Windows	2023/2024	Town Selectboard
Basement Windows: Replace Basement Windows (Contractor Oversight)	2023/2024	Library Trustees
Roof: Contact slate roofing company, plan evaluation, complete any necessary repairs.	2022/2023	Library Trustees

By signing we agree that the above listed action items are the responsibility of the proposed parties.

Brian Story, Town Administrator

Date

Beth Foy, Town Selectboard Chair

Date

Sabrina Rossi, Library Trustees Chair

Date

Jeanne Engel, Library Director

Date

Topic	Board	Public	Total
Light Industrial Park	7	3	10
ATV Ordinance	5	1	6
Economic Development & Branding and Marketing	4	1	5
Decarbonization	4	1	5
ARPA Funds	4	1	5
NVU	3	1	4
Public Service Award Ceremony	2	0	2
New Website	2	0	2
Town/Village Merger	1	3	4
Building Maintenance Planning	1	3	4
Union Contract Negotiations	1	2	3
Gravel Pit	1	2	3
Federal Money and Planning	1	1	2
Cybersecurity	1	1	2
Class IV Road Policy	1	1	2
Road Reclassification	1	0	1
Mud Abatement	1	0	1
Clerk/Treasurer Plan	0	3	3
Revolving Loan Fund	0	2	2
Multi-Use Trails and Ecology Plan for Talc Property	0	2	2
Diversity Equity and Inclusion	0	1	1
Bridge Improvements	0	1	1

**HOLMES MEADOW BUYOUT AND FLOODPLAIN RESTORATION
AGREEMENT FOR ADMINISTRATIVE SERVICES**

By and Between

Lamoille County Planning Commission

And

Town of Johnson

I. AGREEMENT FOR SERVICES

- A. It is agreed by and between the Lamoille County Planning Commission (hereafter referred to as LCPC) and the Town of Johnson (hereafter referred to as the Town) that the LCPC shall assist the Town in providing Project Management services for the Town in accordance with the steps outlined in Attachment A: Work Plan and Budget Summary.
- B. This Agreement consists of the body and Attachment A, which is incorporated herein.

II. GENERAL TERMS AND CONDITIONS

- A. The maximum dollar amount for all services performed under this Agreement shall not exceed **\$9,041.50** unless amended.
- B. The period of performance under this Agreement shall commence on July 1, 2022, and run through December 31, 2024, unless amended.
- C. Ownership of all data and materials collected under this Agreement shall remain with the Town.
- D. Changes, modifications, or amendments in the schedule, terms, conditions, and fees of this Agreement shall be written and signed by the duly authorized representatives of the LCPC and the Town.
- E. The parties agree that the LCPC, and any agents and employees of the Commission, shall act in an independent capacity and not as officers or employees of the Town.
- F. The Town shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

- G. The Town's principal contact for the project is Brian Story, Town Administrator. LCPC's principal contact for the project is Seth Jensen, Deputy Director.
- H. If the LCPC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the LCPC at least thirty days prior to the effective date of such termination. All costs and fees earned prior to the date of termination shall be reimbursed to the LCPC by the Town.
- I. The fees charged for services for the duration of this agreement will be actual costs up to the maximum limit as described in Section II.B. of this agreement.

III. OBLIGATIONS OF THE LCPC

- A. LCPC staff will work with the Town of Wolcott in providing the services listed in Attachment A.
- B. The LCPC shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available upon request. LCPC will track and invoice costs for the "Holmes Meadow" project separately.
- C. The LCPC shall invoice the Town on a quarterly basis for costs incurred on this project. This agreement will be billed on an hourly basis up to the agreement maximum.
- D. The LCPC shall provide to the Town copies of all final documents generated under this project, and draft documents upon request.
- E. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as LCPC deems appropriate.

IV. OBLIGATIONS OF THE TOWN

- A. In consideration of the services to be provided by the LCPC, the Town shall pay the LCPC after review and approval of invoices submitted in accordance with the provisions of Section III. C.
- B. The Town agrees to participate in meetings with LCPC staff and project partners, as necessary.

- C. The Town will make available any requirements (including insurance coverage minimums), information, data, reports, plans, maps, or drawings to the LCPC to carry out the tasks in this project. All materials belonging to the Town will be returned.
- D. The Town agrees to cooperate with and administratively assist the LCPC in carrying out its tasks.
- E. The Town agrees to track costs for the “Holmes Meadow” project separately.

V. GENERAL TERMS AND CONDITIONS

- A. Changes, modifications and amendments in the terms, conditions, and fees of this Agreement shall be in writing and be signed by the duly authorized representatives of LCPC and the Town.
- B. Before commencing work on this Agreement, LCPC must provide certificates of insurance to show minimum town required coverages are in effect. It is the responsibility of LCPC to maintain current certificates of insurance on file with the Town through the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

For Town of Johnson

For Lamoille County Planning Commission

R. Tasha Wallis, Executive Director

ATTACHMENT A SCOPE OF WORK

LCPC agrees to provide the following services to the Town of Johnson in accordance with this contract for the “Holmes Meadow” project.

- Assist in procuring appraisal services
- Assist with coordination of closing between Town and property owner.
- Assist with development and issuing of the RFP for Final Design engineering and permitting assistance.
- Assist Town with submittal of final designs, budget, scope, and timeline for Phase 2 to Vermont Emergency Management.
- Provide the selected consultant with Town policy and plan information pertinent for consideration in this project, including but not limited to Town Plan goals, land use regulations, Town Road & Bridge standards, transportation improvement plans, related flood mitigation studies/plans, river corridor easement documents, Lamoille Basin Plan, FEMA Requirements, and other documents.
- Organize/Attend site visits, design/partner review meetings, and other public outreach sessions.
- Review/Comment on reports, design plans, and other products produced by the hired consultant and contractor – including consolidating/coordinating municipal, regional, and state partner comments.
- Provide Project Management Services, including but not limited to oversight and management of the consultant and contractors’ work.
- Provide assistance in completing quarterly Progress Reports.



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: N/A	
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				NAME: Brian Story			
TITLE: Financial Administrator				TITLE: Town Administrator			
PHONE: (802) 904-3469				PHONE: (802) 635-2611			
EMAIL: kristine.seipel@vermont.gov				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

⁴ 2 CFR § 200.318(c)(1)

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

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

- ✓ 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

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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

JOHNSON MUNICIPAL OFFICES

Town Administrator

Brian Story

P.O. Box 383

Johnson, Vt. 05656 802-635-2611

Fax 802-635-2393

October 12, 2022

After our last meeting there were remaining questions about possible savings brought about by a 5th Public Works employee.

Our budgets prior to bringing on a 5th employee had overtime hours of 300 to 350 hours for each individual and 400 to 600 hours of part-time labor. Beginning in FY19 the estimated overtime hours was still at 300 hours, but instruction had been given that the supervisor had authority for only 250 hours. Also, the part-time hours were reduced to 200 hours.

Instituting a 5th public works employee had an impact on our paid overtime hours. Here are the paid overtime hours for FY14 through FY22:

Year	Sum of OT Hours	Average Hours
FY14	1284	321
FY15	1304	317.5
FY16	781.25	259.4166667
FY17	817	272.3333333
FY18	810.17	269.7233333
FY19	910	227.5
FY20	816.75	204.1875
FY21	442.25	108.875
FY22	635.25	275.375

Employees who worked less than 50% of the winter were excluded from the calculation to determine the average. FY16 was Steve Smith's last year (important because after he left the supervisor was no longer hourly and eligible for overtime), FY19 was the first year with 4 Operators and 1 Supervisor, and FY22 was with 3 Operators and 1 Supervisor. It is also important to note that this does not capture overtime hours that were comped for leave.

We also investigated splitting up the road crew to have greater coverage by employees during morning, evening, and weekends without using overtime. Unfortunately, we have found that during most conditions a minimum of three employees are required to stay on top of the roads during a storm. However, not all the employees need to be utilized at all times. Two or more employees may easily be sent home after the morning, or not called in during the weekend.

The biggest benefit is that it allows us to use different combinations of employees during storms. By maintaining three employees present or on call at all times, the other two employees may use leave time or simply have a free weekend. This assists in having our leave time spread throughout the year and thereby increases availability during summer months.