

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

**Date: Monday, February 6, 2023**

**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 meeting past January 16<sup>th</sup> and 23<sup>rd</sup>, 2023

6:50 p.m. Selectboard issues/concerns

7:00 p.m. Treasurer's Report and review and approve bills, warrants, licenses and any action items.

7:10 p.m. Review Planned Purchases

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

7:15 p.m. Committees and Volunteer Support

1. Planning Commission Appointment (5 minutes)
2. Racial Justice and Social Equity Committee Appointment (5 minutes)
3. Tree Board Resignation (5 minutes)

7:30 p.m. New items

4. Scribner Bridge Engineering Study Grant (10 minutes)
5. Public-Private Partnership Project Construction Grant (10 minutes)
6. Letter of Support for Lamoille Valley Bike Tours (5 minutes)
7. Rail Trail Planning (20 minutes)
8. Posting Road Weight Limits (15 minutes)

8:30 p.m. Follow up from previous meeting action items (please review recent meeting minutes for context):

9. Planning for Town Meeting (10 minutes)
10. Economic Development Round Table Discussion Planning (20 minutes)
11. Conservation Commission Project Review (15 minutes)
12. Update on Assessor Services (15 minutes)

Adjourn

**Please join by Zoom:**

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

+1 646 558 8656 US (New York)

Meeting ID: 344 652 2544

Passcode: 15531

## Town Administrator's Report

**Date: Monday, February 20, 2023**

**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 meeting past January 16<sup>th</sup> and 23<sup>rd</sup>, 2023

6:50 p.m. Selectboard issues/concerns

7:00 p.m. Treasurer's Report and review and approve bills, warrants, licenses and any action items.

7:10 p.m. Review Planned Purchases

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

7:15 p.m. Committees and Volunteer Support

1. Planning Commission Appointment (5 minutes)

The Planning Commission is recommending that Adrienne Stevson be appointed to the Planning Commission for the currently vacant seat through March 2024.

2. Racial Justice and Social Equity Committee Appointment (5 minutes)

The Racial Justice and Social Equity Committee is recommending that Johna Keefe be appointed to the committee.

3. Tree Board Resignation (5 minutes)

Lauren Hwang-Finkelman is stepping down from the Johnson Tree Board as she is moving out of the area.

7:30 p.m. New items

4. Scribner Bridge Engineering Study Grant (10 minutes)

The grant for the Scribner Bridge Engineering Study is moving forward and LCPC is willing to assist in the grant management. That service is eligible for reimbursement from the grant itself. The grant and service agreements are ready to be signed if desired.

5. Public-Private Partnership Project Construction Grant (10 minutes)

An updated grant agreement is ready to execute for the stormwater improvements at the Vermont Electric Coop is ready for signature. The VEC is willing to meet the Selectboard's request for an easement to connect to the stormwater improvements in the future.

6. Letter of Support for Lamoille Valley Bike Tours (5 minutes)

Lamoille Valley Bike Tours is applying for state support for their expansion plans. The Community Recovery and Revitalization Program requires the applicants to demonstrate the support of the local municipality to be eligible.

7. Rail Trail Planning (20 minutes)

A discussion on how Johnson can best take advantage of the completion of the Rail Trail.

8. Posting Road Weight Limits (15 minutes)

Finalize the planned weight limits for town roads in the spring.

8:30 p.m. Follow up from previous meeting action items (please review recent meeting minutes for context):

9. Planning for Town Meeting (10 minutes)

A discussion to review any additional actions the board wants to take for Town Meeting Day.

10. Economic Development Round Table Discussion Planning (20 minutes)

We have invited a number of state and regional partners to participate in a discussion on Economic Development. We can begin to plan on a date and who will be able to attend.

11. Conservation Commission Project Review (15 minutes)

The Conservation Commission has asked to review proposed projects on town owned land. As requested, the Conservation Commission has developed a more specific proposal for that process.

12. Update on Assessor Services (15 minutes)

A discussion and possibly a decision on options for assessor services. May include an executive session to discuss the evaluation of candidates as allowed by **1 V.S.A. § 313(a)(3)**.

## **GENERAL INFORMATION ITEMS**

### **Information Items:**

1. Lamoille Courthouse: finalized town tax assessments
2. Lamoille Sheriffs Dept: assessments for FY23-FY24 (3 copies)
3. Eureka Facts: Virtual Focus Group

### **Budget Items:**

1. Lamoille County Child Advocacy: request for \$2,224.48
2. Lamoille County Planning Commission: request for \$1,877
3. Lamoille Home Health: request for \$10,338
4. Meals on Wheels: request for \$4,000
5. Lamoille Conservation District request for donation
6. LCMHS; request for \$2,500

### **Legal Issues:**

### **VLCT: PACIF**

1. **2023 Calendar**

### **State/Federal Issues:**

1. 2022 Equalization Study Results – Amended

## 2. Bridge and Weight Restrictions Filing

### **Administrator's Correspondence:**

**Workshops:**

**Newsletters:**

**Brochures & Ads:**

### **Old Business:**

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

Adjourn

**JOHNSON SCRIBNER BRIDGE PROJECT  
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 (Scope of Work).
- B. This Agreement consists of the body and Attachments A and B (Town-VTrans grant contract #CA0708), which are incorporated herein.

**II. GENERAL TERMS AND CONDITIONS**

- A. The maximum dollar amount for all services performed under this Agreement shall not exceed \$3,000 unless amended.
- B. The period of performance under this Agreement shall commence on January 1, 2023, and run through June 22, 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. LCPC's principal contact for the project is Robert Moore.

- 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 Sections II.A and B of this agreement.

### **III. OBLIGATIONS OF THE LCPC**

- A. LCPC staff will work with the Town 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.
- C. The LCPC shall invoice the Town on a periodic basis, not more than monthly, for costs incurred on this project.
- 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, 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.

**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**

\_\_\_\_\_  
Brian Story,  
Johnson Town Administrator

\_\_\_\_\_  
R. Tasha Wallis, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ATTACHMENT A SCOPE OF WORK**

LCPC agrees to provide the following services to the Town of Johnson in accordance with this contract.

- Assist with development of the RFP for the project in accordance with the VTrans approved scope of work as described in the grant application and contract (Attachment B)
- Assist with contractor/consultant selection
- 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, Lamoille Basin Plan, VTrans Requirements, and other documents
- Provide Project Management Services, including but not limited to oversight and management of the consultant's work and final products
- Review/Comment on reports and products produced by consultant – including consolidating/coordinating municipal comments and direction to the consultant
- Organize/Attend site visits and public outreach meetings as needed



**STATE OF VERMONT  
STANDARD GRANT AGREEMENT**

**Part 2 – Grant Agreement**

1. Parties: This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **Town of Johnson**, a **US Local Government**, with its principal place of business at **P.O. Box 383, Johnson, Vermont 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 is the advancement of a transportation project known as **Johnson TAP TA22(16)**. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. High Risk: If at any time the Subrecipient or Subaward are determined to be high risk as per the State of Vermont, Agency of Administration, Bulletin No. 5, Policy for Grant Issuance and Monitoring, or 2 CFR §200.331, additional monitoring measures will be imposed in accordance with 2 CFR §200.207.
5. Prior Approvals: If approval by the Attorney General’s Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General’s Office.
  - Approval by the Attorney General’s Office is required.
  - Approval by the Secretary of Administration is not required.
  - Approval by the CIO/Commissioner DII is not required.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
7. Cancellation: This Grant may be cancelled by either party by giving written notice at least 30 days in advance.
8. Attachments: This Grant Agreement consists of **26** pages including the following attachments which are incorporated herein:

Attachment A –Description of Project and Scope of Work to be Performed by  
Subrecipient

Attachment B –Payment Provisions

Attachment C –Standard State Provisions for Contracts and Grants (12/15/2017)

Attachment D –Other Grant Agreement Provisions

Attachment E –Special Conditions

Attachment F –Applicable Standards and Design Criteria

Attachment G –Personnel Requirements and Conditions

Attachment H -Required Submittals, State Liaison, Waiver of Standards and  
Modifications of Design Steps, Plans, Documents and Estimates  
Attachment I-DOT Standard Title VI Assurances and Non-Discrimination Provisions  
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

SUBRECIPIENT:  
TOWN OF JOHNSON

Date: 1/12/2023

Date: 1/10/23

Signature:  EBBFF896AB5C4E8...

Signature: Brian Story

Name: Joe Flynn

Name: Brian Story

Title: Secretary of Transportation

Title: Town Administrator

**STATE OF VERMONT GRANT AGREEMENT**

**Part 1-Grant Award Detail**

**SECTION I - GENERAL GRANT INFORMATION**

<sup>1</sup> Grant #: CA0708		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # <input type="checkbox"/>	
<sup>3</sup> Grant Title: Johnson TAP TA22(16)			
<sup>4</sup> Amount Previously Awarded: \$ 0.00		<sup>5</sup> Amount Awarded This Action: \$ 26,400.00	<sup>6</sup> Total Award Amount: \$ 26,400.00
<sup>7</sup> Award Start Date: 6/22/2022		<sup>8</sup> Award End Date: 6/22/2024	<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<sup>10</sup> Vendor #: 0000040302		<sup>11</sup> Grantee Name: Town of Johnson	
<sup>12</sup> Grantee Address: P.O. Box 383			
<sup>13</sup> City: Johnson		<sup>14</sup> State: VT	<sup>15</sup> Zip Code: 05656
<sup>16</sup> State Granting Agency: Vermont Agency of Transportation			<sup>17</sup> Business Unit: 08100
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$ 6,600.00 Description: required local match	
<sup>20</sup> 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**

<sup>21</sup> Grantee Identifier [UEI] #: DVFTTG78J188		<sup>22</sup> Indirect Rate: % (Approved rate or de minimis 10%)		<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 06				<sup>25</sup> R&D: <input type="checkbox"/>	
<sup>26</sup> Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):					

**SECTION III - FUNDING ALLOCATION**

**STATE FUNDS**

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

**FEDERAL FUNDS**

(includes subrecipient Global Commitment funds)

**Required Federal Award Information**

<sup>31</sup> CFDA #	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
20.205	Highway Planning and Construction	\$ 0.00	\$ 26,400.00	\$ 26,400.00	AFFF		\$
<sup>39</sup> Federal Awarding Agency: Federal Highway Administration (FHWA)		<sup>40</sup> Federal Award Project Descr: Johnson TAP TA22(16)					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
<b>Total Awarded - All Funds</b>		\$ 0.00	\$ 26,400.00	\$ 26,400.00			\$

**SECTION IV - CONTACT INFORMATION**

<b>STATE GRANTING AGENCY</b>		<b>GRANTEE</b>	
NAME: Ande Deforge		NAME: Brian Story Robert Moore	
TITLE: MAP Project Manager		TITLE: Town Administrator	
PHONE: (802) 595-6657		PHONE: (802) 635-2611	
EMAIL: ande.deforge@vermont.gov		EMAIL: tojadministrator@townofjohnson.com rob@lcpv.org	

**ATTACHMENT A**  
**DESCRIPTION OF PROJECT AND**  
**SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT**

**1. Project Location and Description.** The Project is described as follows:

<b>City/Town</b>	<b>Johnson</b>
<b>Location</b>	<b>Scribner Bridge in the Town of Johnson</b>
<b>Description</b>	<b>Scoping Study – Historic Preservation – Scribner Bridge</b>

**2. Subrecipient Assumption of Full Responsibility for the Project.** The Subrecipient assumes full and complete responsibility for any and all aspects relative to the development of the Project except for those items defined in this Grant Agreement for which the State retains responsibility.

**3. Commencement of Work.** Subrecipient shall not commence work on or incur expenses for the Project until receiving authorization to proceed from the State or upon execution of the Agreement, whichever occurs later.

**4. Municipal Project Manager (MPM).** All work for the Project will be performed by the Subrecipient or its duly authorized consultant in conformance with the latest update of the Municipal Assistance Bureau Guide document(s). The Subrecipient will designate a full-time employee, member of its legislative body, or other representative, as approved by the State to be the Municipal Project Manager (MPM) for the Project. The MPM will act on the authority granted by the Subrecipient.

~~**5. Federal Environmental Documentation: Duties of MPM.** As appropriate, the MPM will review the National Environmental Policy Act (NEPA) environmental document (Categorical Exclusion [CE], Environmental Assessment [EA], or Environmental Impact Statement [EIS]) prepared for/by the Subrecipient, and after ensuring that it is in order, will forward the environmental document to the State for processing through the Federal Highway Administration (FHWA).~~

**6. Pre-Construction: Duties of MPM.** Prior to advertising the Project for construction, the MPM will:

~~(a) The MPM will notify the State in writing 30 days prior to beginning the Right-of-Way phase in order to allow for the funding to be programmed. Review the right-of-way issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, will forward the right-of-way documents to the State. The State will issue the Right-of-Way Clearance Certificate.~~

~~— (b) Review the utility and/or railroad issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, provide compliance certification to the State.~~

~~— (c) Review the Project for compliance with all federal, state, and local laws, ordinances, regulations, and permit requirements and, upon completion of that review and finding that all requirements have been satisfied, send a compliance certification to the State.~~

~~— (d) Secure documentation that the design meets all applicable standards, codes, and requirements for design and public safety standards.~~

~~—— (e) Secure documentation attesting to the attainment of required structural capacity requirements for all structures and adherence of all traffic control devices to the FHWA's *Manual on Uniform Traffic Control Devices* (MUTCD). This documentation shall be signed by an engineer registered under the laws of the State of Vermont to practice "structural or civil" engineering, and shall be attached to the certification required in Section 6(d), above.~~

~~—— (f) Provide certification to the State both as to those permits, agreements and clearances that have been secured for the Project and as to those which have been determined NOT to apply to the Project.~~

(g) Review and sign all project related invoices and ensure invoices are in the proper format before submittal to the State for approval.

~~(h) The MPM will notify the State in writing 30 days prior to beginning the Construction phase in order to allow for the funding to be programmed. No work shall commence unless authorized in writing.~~

**7. Public Meeting.** The Subrecipient will warn a public meeting on the Project if required by the State to do so, conduct the meeting in accordance with state and federal requirements, and coordinate the Project with the State and property owners in the Project area.

~~**8. Project Design.** Subrecipient agrees that the project development work for this Project shall include preparation of a purpose and need statement, conceptual design plans and estimate, environmental documentation, right of way plans, and contract plans, including all specifications, contract documents, and cost estimates. The Project design shall include plans, notes, references to specifications or standards, typical sections, cross sections and all project design computations. Project designs may be prepared in accordance with the standards and formats of the local community, provided those standards and formats meet or exceed State standards or are approved by the State. *Required submittals to the State are all of the above, unless otherwise noted in the Special Conditions.*~~

~~Submittals required for justification of payments (monthly for design, biweekly for construction) to the Subrecipient, or for review to assure conformance with the requirements of this Agreement, shall be in a format prescribed by the State's Project Manager.~~

~~**9. Project Construction.** Unless otherwise approved by the State, the Subrecipient will advertise the Project for receipt of bids in conformance with federal and state laws and regulations. The Subrecipient will award the construction contract to the lowest responsive, responsible bidder and will be fully responsible for administration of the contract through completion and acceptance of the Project.~~

~~**10. Construction Engineering.** Construction inspection and materials sampling/testing work for the Project shall include inspection of the construction in progress for conformance with the contract requirements.~~

**11. Project Accounting.** Subrecipient will establish and maintain a separate accounting for Project funds, payments, and receipts for the duration of this Grant Agreement.

**12. Compliance with FHWA/USDOT Regulations.** Subrecipient agrees that it will manage the Project to comply with all applicable provisions of Titles 23 (Highways) and 49 (Transportation) of the Code of Federal Regulations (C.F.R.).

**13. Compliance with Federal, State and Local Requirements.** Subrecipient will comply with the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project.

~~**14. Compliance with Permits, Agreements and Clearances.** Subrecipient will secure and honor all applicable and necessary local, state, and federal permits, agreements and clearances prior to completion of final construction plans, and will adhere to or make provision for attainment of all conditions set forth in those documents.~~

**15. Utility and Railroad Relocation and Adjustments.** Subrecipient agrees that any utility or railroad relocation costs deemed participating Project costs shall meet all applicable eligibility and financial requirements as stated in federal and state laws, regulations, and policies.

**16. Acquisition of Lands or Rights for Construction.** Should construction of the project require the acquisition of lands or rights outside of the existing State or municipal rights-of-way, the Subrecipient shall acquire such lands or rights either by agreement or through exercise of its eminent domain powers, when applicable, in conformance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. (the Uniform Act) and its implementing regulations, 49 C.F.R. Part 24.

**17. Expeditious Pursuit of Project.** Subrecipient will pursue the Project in an expeditious manner in conformance with the Project schedule agreed upon by the Subrecipient and the State. Changes found necessary by either party to this Grant Agreement or to the schedule for the Project will be brought to the attention of the other party as soon as possible so that mutual agreement can be achieved.

~~**18. Submission of “As-Built” Plans to the STATE.** For any Project affecting State highway rights-of-way, and for all structure-related projects, the Subrecipient will develop the plans in a format acceptable to the State and provide the State with four sets of “as-built” plans and one copy of any electronically developed plan files.~~

**19. Hazardous Material Contamination.** Responsibility for any contaminated materials within the Project area shall remain unaffected by this Grant Agreement as they are generally non-participating. The Subrecipient shall notify the State of the presence of and design alternatives for potential contaminated and/or hazardous waste sites located during the development or construction stage. Once the Subrecipient determines that contamination exists, whether obvious or established through testing, the Subrecipient shall notify the appropriate regulatory agency.

**20. Maintenance of the Completed Project.** If the Project is constructed, the Subrecipient will maintain the completed Project in a manner satisfactory to the State or its authorized representative(s) at no cost to the State, and will make ample provisions each year for such maintenance.

**21. Personnel Requirements.** The Subrecipient will comply with the personnel requirements contained in Attachment G (Personnel Requirements and Conditions).

**22. Assignment of State Representative.** The State will assign a representative to act as its Project liaison with the Subrecipient.

**23. Conformance with Standards.** The parties agree that all work performed by the Subrecipient, or its duly authorized representative, shall conform to the applicable standards/design criteria set forth in Attachment F (Applicable Standards & Design Criteria), unless waived in whole or in part in writing by the State.

**24. Reviews by the State.** The parties agree that, at the discretion of the State's Program Director, the State may inspect or review any work or aspect of the Project for any reason during the development of the Project.

**Vermont Agency of Transportation  
Municipal Assistance Bureau  
Grant Recipient  
Project Commitments Form (PCF) – Scoping Projects**

Grant Recipient (*Grantee*): Town of Johnson

Project Name: Scribner Bridge Scoping Study

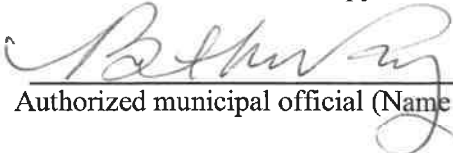
Project Unique Entity Identifier (UEI) available at [SAM.gov](https://sam.gov). DVFTTG78J188

**Note:** The UEI is a new requirement that replaces the previous DUNS number requirement.

Name of full-time Municipal employee in *Responsible Charge* of this project regardless of any additional contracted management services: Brian Story

By signing at the bottom of this document, the Grantee agrees to the following:

1. We acknowledge that we are responsible for providing the local share of the project funding and commit to doing so.
2. We are ready to move forward with this project and will sign the grant agreement within one month of receiving it from the State of Vermont Agency of Transportation (VTrans).
3. Within 2 months of receiving a fully executed grant agreement from VTrans, we will begin the procurement process for contracted services (i.e. project management and/or engineering.) If both of these services will be procured, the RFP/RFQ for engineering services must be advertised within one month of the selection of the Local Project Manager (LPM).
4. The grantee shall obtain a detailed proposed schedule from the engineering consultant, which indicates the time duration for key steps which advance the project within 1 month of the engineering contract being executed. Municipal Assistance Bureau staff members will review and verify that adequate timeframes are included for VTrans reviews and required project milestones. We agree to work with VTrans to develop a mutually-agreeable initial baseline project schedule, against which project progress will be evaluated.
5. We will submit reports at least quarterly that detail project progress, as compared to the baseline schedule. We will notify the VTrans project supervisor of any proposed changes to the baseline schedule in a timely manner. These will be discussed and reviewed. Impacts to key milestones resulting from an approved schedule change will be identified and discussed.
6. Project invoices requesting reimbursement for eligible expenses will be submitted at least quarterly, but may be submitted monthly.
7. We understand that a copy of this PCF will be appended to the grant agreement.

  
Authorized municipal official (Name and Signature)

4/20/22  
Date



**ATTACHMENT B**  
**PAYMENT PROVISIONS**

**1. Funding Ratio.** Up to the maximum limiting amount (MLA) shown below, the State agrees to pay **80%** of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State’s review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

**2. Non-Participating Costs.** Work accomplished by the Subrecipient, and/or its consultant or contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Subrecipient. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches and that portion of right-of-way settlements which exceed “Fair Market Value”, as determined by reviewing appraiser in accordance with 49 C.F.R. § 24.104 (Review of appraisals). Due to federal regulations that require all project costs to be reported within the federal financial system, the Subrecipient shall document and supply a summary of all non-participating costs. This shall include costs incurred by the Subrecipient above the maximum limiting amount of this Agreement.

**3. Compliance with Vermont Prompt Payment Act.** To the extent it is applicable, Subrecipient, with respect to work performed pursuant to this Grant Agreement, agrees to comply with the provisions of the Vermont Prompt Payment Act (9 V.S.A. Chapter 102).

**4. Reimbursement if Project Not Constructed due to Subrecipient.** If at any time the Subrecipient no longer desires the improvements as specified for the Project, or if the Subrecipient fails to meet its obligation to construct the Project, then the Subrecipient shall promptly notify the State. As provided by 19 V.S.A. § 309c(a), the State shall consult with the Subrecipient about the Subrecipient’s obligation to repay project costs. The Secretary of Transportation shall then make the final determination of the amount and schedule for the repayment that shall be made to the State by the Subrecipient, considering applicable laws and regulations. Pursuant to 19 V.S.A. §§ 5(d)(13) and 309c(b), within 15 days of the Secretary’s determination, the Subrecipient may petition the Vermont Transportation Board for a hearing to determine whether the amount of the Subrecipient’s repayment obligation as determined by the Secretary may be reduced.

**5. Project Costs and Phases.** The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties: and that the State will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the total available State/federal funds to the Subrecipient:

Phase	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	<b>\$26,400</b>	<b>\$0</b>	<b>\$6,600</b>	<b>\$33,000</b>

\*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

**6. Excess Costs.** The parties agree that costs incurred by, at the direction of, or for the Subrecipient, when such costs exceed the totals indicated in Section 5, above, will not be eligible for federal or state participation unless those costs have been incorporated into this Grant Agreement through a written amendment.

**7. Allocation of Funds by STATE.** On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed **\$0** in State funds and **\$26,400** in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 5 above).

**8. Payment of Invoices by the STATE.** The State agrees to pay the Subrecipient the federal and state shares of properly documented bills invoiced by the Subrecipient.

Invoices, which shall clearly reference the Project name and number, shall be sent to:

Name: **Ande Deforge, MAP Project Manager**  
Division: Project Delivery Bureau, Municipal Assistance Program  
Address: Vermont Agency of Transportation  
219 North Main Street  
Barre, Vermont 05641

**9. Payment of Amounts Found Due by Audit.** In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Subrecipient, for whatever reasons, then the Subrecipient shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.

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

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

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

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

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

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

**16. Taxes Due to the State:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D**  
**OTHER GRANT AGREEMENT PROVISIONS**

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Availability of Federal Funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
3. ~~**Identity of workers:** The Subrecipient will assign the following individuals to the services to be performed under the provisions of this agreement, and these individuals shall be considered essential to performance. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the agreement.~~
4. ~~**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, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.~~
5. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.
6. ~~**Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.~~
7. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
8. ~~**Performance Bond:** The Subrecipient shall, prior to commencing work under this grant agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the grant agreement by the Subrecipient and payment of all subcontractors, suppliers and employees.~~
9. ~~**Professional Liability Insurance:** Before commencing work on this grant agreement and throughout the term of this grant agreement, Subrecipient shall procure and maintain professional liability insurance for any and all services performed under this grant agreement, with minimum coverage of \$100,000.00 per occurrence.~~
10. **Federal-Aid Construction Work:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.



**11. ~~Health Insurance Privacy & Portability Act:~~** ~~The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.~~

**12. Audit of Federal Subrecipient:** Under current interpretations of federal law, the subrecipient will be subject to the federal Single Audit Act. Subrecipient will comply with audit requirements contained in Circular A-133/Circular A110 and/or other applicable circulars of the U.S. Office of Management and Budget. ~~The cost of such an audit will be borne by the Subrecipient is included in the payment provisions of this Grant.~~

**13. Requirement to Have a Single Audit:** If this subrecipient expends \$500,000 or more in federal assistance during its fiscal year, it is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program-specific audit.

The subrecipient may elect to have a program-specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the entity.

If the subrecipient should spend less than \$500,000 in aggregate federal funds in any single fiscal year, organization-wide financial statements and a schedule of federal financial assistance for VTrans funds only shall be submitted within nine (9) months of the end of the fiscal year. The federal financial assistance schedule will list the funds by title, Code of Federal Domestic Assistance (CFDA) number, pass-through Municipal's number, award amount, receipts, and expenditures. At the Program Director's discretion, agreed upon procedures, related to the VTrans schedule of federal financial assistance, may be required to be performed by a certified independent audit firm.

The State reserves the right to withhold reimbursement of project costs if the subrecipient does not comply with the requirements of this section or with Attachment C section 9.

**14. Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the subrecipient must provide a copy of the approval of their Equal Opportunity Plan.

**15. Supplanting:** If required, the subrecipient will submit a Certification that funds will not be used to supplant local or other funding.

**16. Grant Term:** The Grant term is the period during which grant funds may be expended. Expiration of the Grant Term does not relieve the subrecipient from the duty to fulfill long term grant requirements, some of which may extend indefinitely. Such long-term requirements may include but are not limited to, maintenance of the completed project, applicable reporting requirements, and obtaining the State's approval before selling or transferring equipment or property acquired with grant proceeds.

**17. Responsibility for Project Costs determined Ineligible for Reimbursement by FHWA:** In the event that Project costs incurred are not reimbursed by the Federal Highway Administration due to the Subrecipient's failure to follow proper federal guidelines and/or the expenditures are found by the State or FHWA to be federally non-participating items, the Subrecipient shall be responsible for 100% of such Project costs.

- 18. Limits on Reimbursement:** The State will not reimburse the Subrecipient for premium rate overtime unless the State has given its prior written approval for such overtime. The State will reimburse the Subrecipient for reasonable and necessary expenses actually incurred in the performance of this Grant subject, however, to the reimbursement limitations for state employees. The State will not reimburse the Subrecipient for meals taken during travel not requiring an overnight stay away from home.
- 19. Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (superseding OMB Circular A-87 for State and Local Governments Including Schools), 2 CFR, Part 230 (superseding OMB Circular A-122 for Non Profit Organizations), or 2 CFR, Part 220 (formerly A-21 for Higher Education Institutions) as appropriate for the Grantee's type of organization.
- 20. Compliance with Administrative Regulations:** Grantee shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or 2 CFR Part 215 (superseding OMB Circular A-110 for Institutions of Higher Education, Hospitals, and Non Profit organizations) as appropriate for the grantee's type of organization.
- 21. Resolution of Grant Disputes.** The parties shall attempt to resolve any disputes that may arise under this Grant by negotiation. Any dispute not resolved by negotiation shall be referred to the State's appropriate Director for determination. If the Grantee is aggrieved by the decision of the Director, the Grantee may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont Superior Court by either party as provided in 19 V.S.A. 5(d)(4).
- 22. Interpretation of Grant.** If an ambiguity or question of intent arises with respect to any provision of this Grant, the Grant will be construed as if drafted jointly between the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Grant.
- 23. Cargo preference act compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

**ATTACHMENT E**  
**SPECIAL CONDITIONS**

1. This project is for scoping only and the scope of the allowable work is limited to the following:

- Development of Purpose & Need Statement
- Collection of existing data which may include survey
- Local Concerns Meeting
- Resource Identification
- Preparation of Alternatives with Footprint
- Preliminary Cost Estimate, to include PE, ROW and Construction costs
- Development of an Evaluation Matrix
- Alternatives Presentation Meeting
- Alternative Selection

Any activities conducted by the Subrecipient beyond what is included above will be non-participating and not subject to reimbursement.

2. The following paragraphs in Attachment A are deleted: 5, 6a, 6b, 6c, 6d, 6e, 6f, 6h, 8, 9, 10, 14, and 18.

**ATTACHMENT F**  
**APPLICABLE STANDARDS & DESIGN CRITERIA**

- A. Vermont State Standards for Design
- B. Latest Edition of the Manual for Uniform Traffic Control Devices (MUTCD)
- C. The most recent appropriate version of the VTrans Standard Specifications for Construction, as amended with its most recent General Special Provisions and Supplemental Specifications, but only to the extent not inconsistent with this Grant Agreement.
- D. VTrans Utilities Manual
- E. Vermont Pedestrian and Bicycle Facility Planning and Design Manual
- F. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide
- G. AASHTO Guide for Design of Pavement Structures
- H. The most recent version of the Highway Capacity Manual
- I. VTrans Hydraulics Manual
- J. The Approved Project Environmental Document
- K. VTrans Structures Manual
- L. Code of Federal Regulations (CFR), Titles 23 (Highways), 48 (Federal Acquisition Regulations System) (FARS), and 49 (Transportation)
- M. VTrans Procedures for Selecting Contractors and Specifications for Contractor Services, Including Customary State Contract Provisions, but only to the extent not inconsistent with this Grant Agreement.
- N. AASHTO Specifications for Highway Bridges
- O. VTrans Design Exception Procedure
- P. VTrans Right-of-Way Manual
- Q. VTrans Policy for CADD standards
- R. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28 CFR Part 36)
- S. Municipal Assistance Bureau Guidebook
- T. Transportation Enhancement Operations Program Manual

If the Grantee believes that there is a discrepancy in the information contained herein or in the above-listed requirements, the Grantee shall notify the State. The State, after consultation with the Grantee, will, in its sole discretion, determine which requirement takes precedence.

**ATTACHMENT G**  
**PERSONNEL REQUIREMENTS AND CONDITIONS**

A. Standards of Conduct

1) No employee, officer or agent of the Subrecipient shall participate in the selection, award or administration of a contract support by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer or agent, or
- any member of his or her immediate family, or
- his or her partner, or
- an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the consultant or contractor selected for award. Subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or any gift of any kind or value from consultants, potential consultants, contractors, potential contractors, or parties to sub-agreements. Violation of this standard will result in penalties, sanctions, or other disciplinary actions to the extent permitted by State, Federal or local law.

2) Except where it conflicts with fairness toward competitors, Subrecipient shall avoid any appearance of a conflict of interest in the award of a contract. If there is such an appearance of a conflict of interest wherein a reasonable person might conclude that the contractor was selected for improper reasons, the Subrecipient shall disclose that fact and, regardless, should document its reasons for selection all contractors.

B. The Subrecipient shall employ only qualified personnel in responsible charge of the supervision of work.

C. Except with the approval of the State, during the life of this Agreement, the Subrecipient will not employ:

1) Personnel on the payroll of the State who are directly involved with the awarding, administration, monitoring, or performance of the contract or the Project(s) which are the subject(s) of this Grant Agreement, or

2) Any person so involved within one (1) year of termination of employment with the State.

**ATTACHMENT G**  
**PERSONNEL REQUIREMENTS AND CONDITIONS (CONTINUED)**

D. The Subrecipient warrants that no company or person has been employed or retained other than a bona fide employee working solely for the Subrecipient to solicit or secure this Agreement and that no company or person has been paid or has an agreement with the Subrecipient to be paid other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the warranty, the State shall have the right to annul this Agreement without liability to the State and to regain all costs incurred by the State in the performance of the Agreement.

E. The State reserves the right to require the removal from the Project any person employed by the Subrecipient for misconduct, incompetence or negligence, as determined by the Secretary of the Vermont Agency of Transportation, in the due and proper performance of his/her duties or who neglects or refuses to comply with the requirements of this Agreement.

**ATTACHMENT H**  
**REQUIRED SUBMITTALS, STATE LIAISON, WAIVER OF STANDARDS AND**  
**MODIFICATIONS OF DESIGN STEPS, PLANS, DOCUMENTS AND ESTIMATES**

Required Submittals: ~~Conceptual Plans, Final Plans and Contract Plans, Specifications and Estimates~~ Draft Scoping Report and Final Scoping Report

State Liaison: **Ande Deforge, MAP Project Manager**

Waivers of Standards: **None**

Modifications of Project Design Steps, Plans, Documents and Estimates: **Project is for scoping only – See Attachment E.**

## ATTACHMENT I

**DOT Standard Title VI Assurances and Non-Discrimination Provisions  
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E*****Assurance Appendix A***

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

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



as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## ***Assurance Appendix E***

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

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



Issue Date: 01/01/2022

Policy Number: P3352022

Certificate #: 6

**CERTIFICATE OF COVERAGE**

**Company Affording Coverage**

**Named Member**

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

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

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

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

Authorized Representative: \_\_\_\_\_



Issue Date: 01/01/2023

Policy Number: P3352023

Certificate #: 6

**CERTIFICATE OF COVERAGE**

**Company Affording Coverage**

**Named Member**

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

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

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

Type of Coverage	Term	Limits of Liability
<b>Commercial General Liability</b> Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2023 - 01/01/2024	\$10,000,000 Per Occurrence
<b>Automobile Liability</b> Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2023 - 01/01/2024	\$10,000,000 Per Occurrence  ACV
<b>Workers Compensation</b> And Employers Liability	01/01/2023 - 01/01/2024	Statutory  \$5,000,000 Per Occurrence and in the Aggregate
<b>Property</b>	01/01/2023 - 01/01/2024	As Per Policy Declarations
<b>Other:</b> The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for General Liability, Automobile Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
<b>Certificate Holder:</b> State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above.  Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative: \_\_\_\_\_

**STATE OF VERMONT GRANT AGREEMENT**

**Part 1-Grant Award Detail**

**SECTION I - GENERAL GRANT INFORMATION**

<sup>1</sup> Grant #:		<sup>2</sup> Original		Amendment #	
<sup>3</sup> Grant Title:					
<sup>4</sup> Amount Previously Awarded:		<sup>5</sup> Amount Awarded This Action:		<sup>6</sup> Total Award Amount:	
<sup>7</sup> Award Start Date:		<sup>8</sup> Award End Date:		<sup>9</sup> Subrecipient Award: YES NO	
<sup>10</sup> Vendor #:		<sup>11</sup> Grantee Name:			
<sup>12</sup> Grantee Address:					
<sup>13</sup> City:			<sup>14</sup> State:		<sup>15</sup> Zip Code:
<sup>16</sup> State Granting Agency:				<sup>17</sup> Business Unit:	
<sup>18</sup> Performance Measures: YES NO		<sup>19</sup> Match/In-Kind: Description:			
<sup>20</sup> If this action is an amendment, the following is amended: Amount: Funding Allocation: Performance Period: Scope of Work: Other:					

**SECTION II - SUBRECIPIENT AWARD INFORMATION**

<sup>21</sup> Grantee UEI #:		<sup>22</sup> Indirect Rate: %		<sup>23</sup> FFATA: YES NO	
<sup>24</sup> Grantee Fiscal Year End Month (MM format):		(Approved rate or de minimis 10%)		<sup>25</sup> R&D:	
<sup>26</sup> UEI Registered Name (if different than VISION Vendor Name in Box 11):					

**SECTION III - FUNDING ALLOCATION**

**STATE FUNDS**

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

**FEDERAL FUNDS**

(includes subrecipient Global Commitment funds)

**Required Federal Award Information**

<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
<sup>39</sup> Federal Awarding Agency:				<sup>40</sup> Federal Award Project Descr:			
Federal Awarding Agency:				Federal Award Project Descr:			
Federal Awarding Agency:				Federal Award Project Descr:			
Federal Awarding Agency:				Federal Award Project Descr:			
Federal Awarding Agency:				Federal Award Project Descr:			
Federal Awarding Agency:				Federal Award Project Descr:			
Federal Awarding Agency:				Federal Award Project Descr:			
Federal Awarding Agency:				Federal Award Project Descr:			
<b>Total Awarded - All Funds</b>							

**SECTION IV - CONTACT INFORMATION**

<b>STATE GRANTING AGENCY</b>	<b>GRANTEE</b>
NAME:	NAME:
TITLE:	TITLE:
PHONE:	PHONE:
EMAIL:	EMAIL:



## 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             X  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](http://www.sam.gov) (1):

Johnson Village and Town	DVFTTG78J188
Print Legal Name	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.**

<p><b>STATE OF VERMONT</b></p> <p><b>By:</b></p> <p>_____</p> <p><b>Commissioner</b></p> <p><b>Dept of Environmental Conservation</b></p> <p><b>Date:</b> _____</p>	<p><b>SUBRECIPIENT</b></p> <p><b>By:</b></p> <p>_____</p> <p><b>Name: (Print)</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
---	--

## 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 stormwater treatment system meeting the requirements of the 2017 Vermont Stormwater Management Manual and Stormwater General Permit 3-9050 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 providing the estimated drainage area size and land cover information for the future industrial park and 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:

<b>Part I: Final Design and Permit Obtainment</b>					
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.	January 31, 2023	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	January 31, 2023		
<b>Note: Must complete Deliverables 1 and 2 prior to submitting other Part I Deliverables.</b>					
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)	March 1, 2023		
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 December 31, 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.	June 30, 2023		
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.	December 31, 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	December 31, 2023	
8	Stormwater Permit obtained	Documentation of permit obtained	March 1, 2024	
9	Permit documentation	Documentation of other required permits secured (if applicable)	March 1, 2024	
<b>Part II: Construction</b>				
<b>Must complete Part I Deliverables prior to payment for Part II Deliverables</b>				
Cost reimbursements for Part II deliverables Not to Exceed \$403,401.70				
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)	March 1, 2024	
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
<b>Part III: Project Complete</b>				
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
	<b>TOTAL BUDGET AVAILABLE</b>	<b>Total</b>	<b>\$587,113.00</b>	

\*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 (100%) designs completed
  2. Number of operational stormwater permits obtained
  3. Acres of impervious surface treated
  4. 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 F) by the 10<sup>th</sup> 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
<b>1 -Part I: Final Design and Permit Obtainment</b> <i>Deliverables 1-9: Please list deliverable number and detail</i>	NTE \$125,000.00	\$
<b>2 -Part II: Construction</b> <i>Deliverables 10-11: Please list deliverable number and detail</i>	NTE \$403,401.70	\$
<b>3 -Part III: Project Complete</b> <i>Deliverable 12: Final Performance Report, Verification of submission of engineer's certification, press release, post-implementation photos</i>	NTE \$58,711.30	\$
<b>Total</b>	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**

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

## 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.<sup>1</sup> 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.

---

<sup>1</sup> 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.

**ADD LETTERHEAD**

**ADD DATE**

Grant Manager  
Community Recovery and Revitalization Program  
VT Agency of Commerce and Community Development  
One National Life Drive  
Deane C. Davis Building, 6th Floor  
Montpelier, VT 05620-0501

RE: Letter of Support – Lamoille Valley Bike Tours – LVRT Bike Shuttle & Regional Tourism Project

Dear Grant Manager,

I am pleased to write on behalf of **YOUR ORGANIZATION** in support of Lamoille Valley Bike Tours, LLC application for Community Recovery and Revitalization Program (CRRP) grant funds for the purpose of supporting their planned growth as a recreation tourism business on and along the Lamoille Valley Rail Trail (LVRT), with the expansion of their services to include a LVRT focused Bike Shuttle, multi day bike tours along the length of the trail, and production of a LVRT focused experience guide.

**ONE PARAGRAPH PROJECT OVERVIEW. IMPORTANT - PLEASE PERSONALIZE THE DESCRIPTION BELOW MUCH AS POSSIBLE TO REFLECT WHAT AREAS ARE RELEVANT TO YOU, IN YOUR OWN LANGUAGE.**

**SHORT PARAGRAPH DESCRIBING THE WORK OF YOUR ORGANIZATION, PARTICULARLY AS IT RELATES TO BIKE RECREATION AND/OR REGIONAL TOURISM. ADD REASON WHY PROJECT ACTIVITIES ARE SUPPORTIVE OF YOUR WORK.**

**REAFFIRM SUPPORT FOR THIS PROPOSAL IN A SHORT CLOSING PARAGRAPH.**

Sincerely,

**SIGNATURE (DOES NOT HAVE TO BE ORIGINAL)**

**NAME, TITLE**

<b>TOWN OF JOHNSON HIGHWAY OVERWEIGHT POSTING NOTICE</b>	
<b>By Order Johnson Selectboard dated 11/21/2022</b>	
<b>From March 1 to April 30, 2022</b>	
<b>No vehicle having a weight, including load, exceeding:</b>	
<b>two axles</b>	<b>15,000 lbs</b>
<b>three axles</b>	<b>18,000 lbs</b>
<b>tractor and trailer</b>	<b>20,000 lbs</b>
<b>shall be operated on the following roads, without special permission issued by the Road Foreman or Road Commissioner</b>	
<b>Highway Number</b>	<b>Highway Name</b>
State Aid 1	Clay Hill Rd & Plot Road
State Aid 3	School St
State Aid 4	Hogback Rd
State Aid 5	Mine Road
State Aid 6	Wilson Rd
State Aid 7	Foote Brook
Town Highway 5	Upper French Hill
Town Highway 6	Codding Hollow Road
Town Highway 7	Basin Road
Town Highway 8	Cross Road
Town Highway 9	Riding Stable Road - Class 4
Town Highway 10	Foote Brook Road
Town Highway 11	Cemetery Road
Town Highway 14	Gilcris Road
Town Highway 15	Swamp Road
Town Highway 16	Ben Ober Hill Road
Town Highway 18	Ben Ober Hill Road
Town Highway 19	Woodward Road
Town Highway 20	Mackey Road
Town Highway 22	Carter Road
Town Highway 24	Fox Lot Road
Town Highway 25	Tree Farm Road
Town Highway 26	Ober Hill Road
Town Highway 27	Mudgett Hill Road
Town Highway 28	Wilson Road
Town Highway 29	Spitzer Hill
Town Highway 30	Whitcomb Island Road
Town Highway 31	Patch Road
Town Highway 32	Hoag Road
Town Highway 33	Rocky Road to bridge
Town Highway 34	Hunter Road
Town Highway 35	Sinclair Road
Town Highway 36	Rocky Road
Town Highway 37	Gould Hill
Town Highway 38	Drag Lot
Town Highway 39	Foote Brook Road (Rt. 15 to int. of Plot Road)
Town Highway 40	Prospect Rock
Town Highway 43	West Settlement
Town Highway 44	RR St./Lendway Lane
Town Highway 45	River Rd East, Waterman Road to Upper French Hill
Town Highway 46	River Road East
Town Highway 48	Grow Road
Town Highway 49	Reservoir Road Class 4
Town Highway 51	Collins Hill
Town Highway 52	Maple Hill
Town Highway 66	Hilltop Road
Town Highway 82	Wescom Rd past V.E.C. driveway
Town Highway 83	Duke's Road
Town Highway 84	Sunset Drive

## **JOHNSON MUNICIPAL OFFICES**

### **Town Administrator**

**Brian Story**

P.O. Box 383

Johnson, Vt. 05656 802-635-2611

Fax 802-635-2393

---

Lamoille Economic Development Corporation will be able to attend. He is willing to assist with planning and creating an agenda. Pat has limited availability in April.

Lamoille County Planning Commission will attend.

Agency of Commerce and Community Development will attend, likely to be more than one representative from different initiatives within the department. Limited availability in April.

Vermont Council on Rural Development can probably attend.

Peter Welch's office will attend.

Have not heard back from Vermont League of Cities and Towns, USDA Rural Development. A few other town's have been brought up as possible resources, but have not been contacted yet.