

Town of Pomfret
 5218 Pomfret Road
 North Pomfret, VT 05053
 Agenda for August 17, 2016 Regular Selectboard Meeting
7:00pm at the Pomfret Town Offices

Agenda Item	Presenting Individual	Timeframe
1. Call to Order	Chair	7:00pm-
2. Public Comment	Chair	7:00pm-
3. Review of Agenda	Chair	7:00-7:05pm
4. Public Hearing: Town Plan	Chair	7:05-7:50pm
5. Recurring Items, Including Items for Possible Vote: a) Review, discussion, and approval of minutes: 8/03 b) Treasurer's Report i. Warrants for Payment (1) Accounts Payable (2) Payroll c) Delinquent Tax Collector's Report d) Road Foreman's Report i. General Update ii. River Road/Better Roads Culvert iii. Sand Purchase RFP iv. Pomfret Slope Project	Chair Treasurer Delinquent Tax Collector Road Foreman	7:50-7:55pm 7:55-8:05pm 8:05-8:10pm 8:10-8:25pm
6. Business Items for Possible Vote: a) Salt Purchase Decision b) Property Parcel Mapping c) Stage Road Speed Limit Petition d) Budget Tracking Discussion Date/Setting e) Update on Fire Services Study	Chair	8:25-8:50pm
7. Business Items for Discussion a) Selectboard correspondence: b) Next meeting's agenda:	Chair	8:50-8:55pm
8. Closing Public Comments, Review of Assignments, and Adjournment	Chair	8:55-9:00pm

**Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053**

Draft Minutes of the August 3, 2016 Special Selectboard Meeting

Present: Sheila Hopkins (Selectboard Member), Frank Perron (Selectboard Member), Michael Reese (Selectboard Member), Jonathan Williams (Assistant to the Selectboard), Carroll Avery, and Art Lewin, Sr. (Road Foreman)

1. Call to Order: Sheila Hopkins called the meeting to order at 6:00pm.
2. Public Comment: None.
3. Opening of Pomfret Slope Project Bids: The bids were opened and read aloud.
Griffin and Griffin Excavating: Total contract amount \$96,800.00. G&N Excavation Incorporated: Total contract amount \$129,929.00. Mosher Excavating Incorporated: Total Contract amount: \$72,451.00. The bids will go to VTrans for review.
4. Closing Public Comments and Adjournment: Sheila Hopkins moved, and Frank Perron seconded to adjourn the Selectboard meeting at 6:05pm. The Board unanimously approved the motion.

Date: 08/05/2016

Respectfully Submitted,

Jonathan Williams, Assistant

Approved by the Board at _____ Meeting

**Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053**

Draft Minutes of the August 3, 2016 Regular Selectboard Meeting

Present: Michael Reese (Selectboard Member), Sheila Hopkins (Selectboard Member), Frank Perron (Selectboard Member), Melanie Williams (Selectboard Member), Emily Grube (Selectboard Member), Art Lewin, Sr. (Road Foreman), Ellen DesMeules (Treasurer), Jonathan Williams (Assistant to the Selectboard), John Moore, Alan Graham, Andy Mann, Joanna Long, Nancy Randall, Norwood Long, and Leah Skypeck

1. Call to Order: Michael Reese called the meeting to order at 7:01pm.
2. Executive Session:
 - (a) Michael Reese moved, and Sheila Hopkins seconded, that the board finds premature public knowledge of communications with the town zoning attorney relating to the town's response to an appeal by an applicant in the Chipper's case would place the Selectboard at substantial disadvantage. There was discussion. The Board unanimously approved the motion.
 - (b) Sheila Hopkins moved, and Frank Perron seconded that the board enter into executive session for the purposes of confidential attorney-client communication regarding the Chippers appeal case pursuant to 1 VSA 313a(1)(f). The Board unanimously approved the motion. Jonathan Williams was present for part of the executive session.
 - (c) Sheila Hopkins moved, and Melanie Williams seconded, that the Board exit Executive session. The Board unanimously approved the motion at 7:40pm. The Board has hired an attorney to represent the town of Pomfret in this matter.
3. Public Comment: (audio 0:02) a member of the public made a comment related to tax parcel mapping support, and there was discussion.
4. Review of Agenda: (audio 0:03) The Board approved the agenda as written.
5. Consideration of Appointment of New Selectboard Member: (audio 0:04) Michael Reese briefed the Board on this item, and there was discussion. Sheila Hopkins moved, and Melanie Williams seconded, to nominate Emily Grube as a member of the Pomfret Selectboard. There was discussion. The Board unanimously approved the motion. Emily Grube then swore the Vermont Oath of Allegiance and was confirmed as a member of the Pomfret Selectboard.
6. Review, Discussion, and Approval of Minutes (7/20): (audio 07:25) Melanie Williams moved, and Sheila Hopkins seconded, to approve the 7/20/16 minutes.

The Board unanimously approved the motion.

7. Treasurer's Report: (audio 08:00)
 - (a) Warrants for Payment (1) Accounts Payable (2) Payroll: Michael Reese moved, and Sheila Hopkins seconded, to approve the warrants (#16008, #16010) as read. There was discussion, and the Board unanimously approved the motion.
8. Road Foreman's Report: (audio 13:00)
 - (a) General Update: The Road Foreman briefed the Selectboard on ditching and the recent windstorm cleanup efforts. Trees/branches are still being cleaned up after the storm. Roadside mowing, and ditching is continuing. Culvert replacement at Sugarbush to occur 8/4/16. The Road Foreman is pleased with the recent paving efforts in town; they came in under bid. The Selectboard asked questions concerning hardpack, and there was discussion.
 - (b) River Roads/Better Roads Culvert: The Road Foreman and the Assistant to the Selectboard briefed the board on this item, and there was discussion. The culvert size estimates has been revised, and work can begin.
9. Salt Purchase Decision: (audio 19:05) Michael Reese and Melanie Williams briefed the Board on this item, and the bid values were read aloud again, and discussed. The Assistant to the Selectboard shall contact the bidders and ask for an extension, and have questions answered.
10. 3862 Pomfret Road Hazard Mitigation: (audio 32:41) Michael Reese and Frank Perron briefed the Board on this item and there was discussion by the Selectboard and the public.

Frank Perron moved, and Sheila Hopkins seconded, that the road crew shall do all the necessary excavating and provide materials to provide a ditch and the foundation for a subsequent stone wall at 3862 Pomfret Road. The Board unanimously approved the motion.

Frank Perron moved, and Sheila Hopkins seconded, that the town provide up to \$3,000 to a quarry of the homeowner's choice for stone, that the town will provide the stone for the backfill, and that the landowners will agree to provide the labor and have the stone put up, and at the end the town bring back some of the fill to be used to landscape the wall; the Road Foreman is to coordinate his work with the stone builder and that the Road Foreman monitor the work such that it does not interfere with drainage or the right of way generally. There was discussion by the Selectboard and the public. Michael Reese offered an amendment to the motion and it was approved unanimously. The Board then unanimously approved the full, amended motion.

11. Road Safety Audit: (audio 1:06:00) The Assistant to the Selectboard and the Road

Foreman briefed the Board on this item and there was discussion. The speed limit petition shall be put on the next Regular Selectboard meeting's agenda.

12. Excess Funds Balance Discussion: (audio 1:10:00) Michael Reese and the Treasurer briefed the Board on this item and there was discussion by the Selectboard and the public.
13. USDA Invitation to Comment Letter: (audio 1:17:00) Michael Reese briefed this Board on this item and there was discussion by the Selectboard.
14. Emergency Access to Town Offices: (audio memory full) Melanie Williams briefed the Board on this item, and there was discussion.
15. Selectboard Correspondence: Michael Reese received a bill of \$904 for the Woodstock dispatch fee services.
16. Next Meeting's Agenda: 'Stage Road Speed Limit Petition,' 'Tax Partial Mapping,' and 'Salt Purchase Decision' were items placed on the agenda for the next Regular Selectboard meeting.
17. Closing Public Comments, Review of Assignments, & Adjournment: Frank Perron moved, and Melanie Williams seconded, to adjourn the meeting at 9:16pm. The Board unanimously approved the motion.

Date: 08/05/2016

Respectfully Submitted,

Jonathan Williams, Assistant

Approved by the Board at _____ Meeting

7/15/2016

Greetings,

I am writing to petition the selectmen to look at the speed limits in our South Pomfret neighborhood.

Currently a 25 mile per hour limit exists from Teago store 100 yards or so (stage Rd -towards Barnard) and increases to 35 across from Suicide 6.....

In the other direction the 35 mile an hour sign exists from 529 Stage Rd to 100 yards from Teago store (where it decreases to 25.....

I request that you consider extending the 25 mile an hour limit to cover our small neighborhood for the following reasons.....

- 1) Most cars traveling in both directions are going at least 45...many 50 or more.....
- 2) This section of Stage Rd is popular with cyclists, hikers, rollerbladers, dog walkers
- 3) There is increased traffic as most GPS software encourages the use of Stage Rd between Barnard and Woodstock and vice versa.....(the shortest route)
- 4) Extending the 25 mile an hour limit 300 yards each direction may slow down the cars to 35 or 40...making our little condensed area much safer.....

I encourage you to park in our driveway with a radar detector to better understand the dangerous situation in our area.

It is early in the summer. This needs to be addressed as soon as possible.

Thank you for your consideration,

Jodi Simonds	Jodi Simonds	442 Stage Rd
CARMEN NORADUNGHIAN	Carmen Noradunghian	474 stage Rd
GENNE LAURENCE	Genne Laurence	420 STAGE RD.
Robert Hatfield	Robert Hatfield	504 Stage Road
Judith Repp	Judith Repp	664 stage Rd.

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement (hereinafter called “Agreement”) between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the Town of Pomfret, a municipal corporation with its principal place of business at 5218 Pomfret Rd, North Pomfret, VT 05053, (hereinafter called “Grantee”). If Grantee does not have a Business Account Number, it is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this grant is implementation of clean water improvements to address road-related water quality issues. Detailed services to be provided by the Grantee are described in Attachment A – Scope of Work and will be performed in accordance with Attachment B – Payment Provisions, Attachment C – Standard State Provisions for Contracts and Grants and Attachment D – Other Grant Agreement Provisions.
3. Award Details: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1 – Grant Award Detail*. A detailed scope of worked covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State, including the Attorney General, and Grantee.
5. Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of 13 pages including the following attachments which are incorporated herein:

Grant Agreement Part 1 – Grant Award Detail
Attachment A - Scope of Work
Attachment B - Payment Provisions
Attachment C - Standard State Provisions for Contracts and Grants (7/1/16)
Attachment D – Other Grant Agreement Provisions

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

- (1) Standard Grant Agreement
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment D (Other Grant Agreement Provisions)
- (4) Attachment A (Scope of Work)
- (5) Attachment B (Payment Provisions)
- (6) Grantee's application and supporting documentation

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

**STATE OF VERMONT
AGENCY OF TRANSPORTATION**

**GRANTEE
TOWN OF POMFRET**

By:

By:

Chris Cole / Richard Tetreault

Name: _____

Secretary of Transportation / Deputy Secretary

Title: _____

Date: _____

Date: _____

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: BR0162		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Pomfret CWFD017-311			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$5,488.00	⁶ Total Award Amount: \$5,488.00
⁷ Award Start Date: July 1,2016	⁸ Award End Date: 12/31/2017	⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
¹⁰ Vendor #: 0000040729	¹¹ Grantee Name: TOWN OF POMFRET		
¹² Grantee Address: 5218 Pomfret Rd			
¹³ City: North Pomfret		¹⁴ State: VT	¹⁵ Zip Code: 05053
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08126
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	¹⁹ Match/In-Kind: \$ \$1,372.00 Description: 20% Required Match		
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #: 949845887	²² Indirect Rate: N/A % <small>(Approved rate or de minimis 10%)</small>	²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
²⁴ Grantee Fiscal Year End Month (MM format): 06	²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):		

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$5,488.00	\$5,488.00	Clean Water Funds

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$5,488.00	\$5,488.00			

SECTION IV - CONTACT INFORMATION

<p>STATE GRANTING AGENCY</p> <p>NAME: Alan May TITLE: Better Roads Coordinator PHONE: Office: (802) 828 - 4585 EMAIL: alan.may@vermont.gov</p>	<p>GRANTEE</p> <p>NAME: Jonathan L. Williams TITLE: Selectboard Assistant PHONE: Office: (802) 457 - 3861 EMAIL: jonathan.williams@pomfretvt.us</p>
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ATTACHMENT A SCOPE OF WORK

1. LOCATION OF WORK

The work described below involves the following town highways:

TH 51 River Rd

2. SCOPE OF WORK

Culvert - Upgrade

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

3. SPECIAL CONDITIONS

clear for archaeology

OK

**ATTACHMENT B
PAYMENT PROVISIONS**

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

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

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

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

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

Category A

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

Categories B, C, and D

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

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

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in the event that 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.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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 the 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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

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 the 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 the 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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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. Certification Regarding Use of State Funds: In the case that 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.

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

25. 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.

26. 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.

27. 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.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- 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. No Implied Waiver of Remedies:** A 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.

29. 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.

30. 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.

31. 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.

32. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

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

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