State of Vermont · Chartered in 1781
MORRISTOWN

TOWN OF MORRISTOWN SELECTBOARD
MEETING NOTICE & AGENDA
COMMUNITY MEETING ROOM
On Zoom and at 43 Portland St. Morrisville, VT 05661
5:30 PM Monday, September 16, 2024

Join Zoom Meeting or by phone join via conference call (audio only): 1 (646) 558-8656 | Meeting ID: 810 342 4528 | Passcode 05661
The meeting will be live streamed on the Town of Morristown's website: https://www.morristownvt.gov/community/page/meetings-agendas-minutes and on Town GMATV YouTube Channel when possible

I. 5:30PM - CALL SELECTBOARD MEETING TO ORDER

II. 5:31PM - AGENDA CHANGES/ADDITIONS

III. 5:32PM - APPROVE MINUTES

1. Approve minutes of Public Hearing 9-3-24
2. Approve SB minutes of 9-3-24

IV. 5:35PM - NEW BUSINESS

1. Recognition of Town Staff
2. Decision on Amendment Town Plan
3. Approve MERP Implementation Grant
4. Halloween Road Closure for 2024
5. Assign the Town Manager as the voting delegate for:
   a. Election of VLCT Directors
   b. Election of PACIF Directors Property and Casualty Intermunicipal Fund, Inc.
   c. Election of VERB Directors - Employment Resource and Benefits Trust, Inc.
   d. Adoption of the VLCT Municipal Policy
   e. Other VLCT Business
6. Approve Standard ARPA Grant Agreement, public-private stormwater partnership, with the State of Vermont, Department of Environmental Conservation for the Morristown Jersey Way stormwater project
7. 82 Portland Street proposed parking waiver and discussion of letter dated April 8, 2022

V. 5:55PM - OLD BUSINESS

VI. 5:56PM - APPROVE WARRANTS

VII. 6:00PM - COMMUNITY COMMENTS

VIII. 6:10PM - SCHEDULE

1. Upcoming schedule:
   a. Monday, September 23, 2024 - SB Charter Public Hearing 5:30PM
   b. Monday, September 30, 2024 - SB Special Meeting Sign resolution and warning for local election

5:30PM

c. Monday, September 30, 2024 - SB Charter Public Hearing 5:35PM

d. Thursday, October 3, 2024 - SB Special Meeting - 6:00PM - The Wing Center

e. Monday, October 7, 2024 - SB Meeting 5:30PM

f. Wednesday, October 9, 2024 - SB Special Meeting - 6:00PM - The Wing Center

IX. 6:15PM - OTHER BUSINESS

X. 6:30PM - ADJOURN

State of Vermont — Chartered in 1781

MORRISTOWN

SELECTBOARD MEETING MINUTES
OF SEPTEMBER 3, 2024

Members: Don McDowell, Christopher Palermo, Laura Streets, Richard Craig, George Cormier

Absent:

ADMINISTRATION and STAFF: Brent Raymond, Town Manager; Judi Alberi, Executive Assistant

PARTICIPANTS/GUESTS: Tom Cloutier, Martin & Laura Green

**participating via Zoom*

5:30PM - CALL PUBLIC HEARING TO ORDER

Don McDowell called the Public Meeting to order at 5:30 PM at the Tegu Building.

5:32PM - AMEND TOWN PLAN OVERVIEW

1. **Proposed Town Plan Amendment to Chapter 3 Transportation**
   Don McDowell read the section of the Town Plan that will be struck, pg 11, second paragraph. This is the section that LCPC did not accept, which caused the Town Plan to be rejected. Don then read the replacement text with the language accepted by the LCPC which will make the Town Plan compliant. The Selectboard will continue with the process with a vote on September 16, 2024. The Village Trustees have their public hearing coming up this week and anticipated vote in a couple weeks.

6:00PM - ADJOURN

Motion made by Chris Palermo to adjourn. Motion seconded by George Cormier. Motion carried. (5/0)

Meeting adjourned at 5:36PM
Submitted and filed this 9/3/2024.
Bonnie McDermott, Scribe

Please note all minutes are in Draft form and are subject to approval at the next Selectboard meeting.

State of Vermont Chartered in 1781

MORRISTOWN

SELECTBOARD MEETING MINUTES
OF SEPTEMBER 3, 2024

Members: Don McDowell, Christopher Palermo, Laura Streets, Richard Craig, George Cormier

Absent:

ADMINISTRATION and STAFF: Brent Raymond, Town Manager; Judi Alberi, Executive Assistant

PARTICIPANTS/GUESTS: Tom Cloutier, Martin & Laura Green

**participating via Zoom*

5:40PM - CALL SELECTBOARD MEETING TO ORDER

Don McDowell called the Selectboard Meeting to order at 5:41 PM at the Tegu Building.

5:41PM - AGENDA CHANGES/ADDITIONS

None

5:42PM - APPROVE MINUTES

1. **Approve minutes of Public Hearing 8-19-24**
   Motion made by Chris Palermo to approve the minutes of the Public Hearing on 8/19/24. Motion seconded by George Cormier. Motion carried. (5/0)
2. **Approve minutes of 8-19-24**
   Motion made by Chris Palermo to approve the minutes of 8/19/24. Motion seconded by Richard Craig. Motion carried. (5/0)

5:45PM - NEW BUSINESS

1. **Discussion on scheduling special meeting dates prior to the Town Charter and Jersey Heights stormwater vote.**
   Don McDowell started the discussion by acknowledging Brent, Judi, and Sara's work in creating the detailed Timeline of Special Meetings. Three special town meetings were initially set for October. Discussion ensued regarding the location of the meetings, means of informing the public about the meetings, and the number of meetings to hold. The decision was made to hold the meetings on 10/3/24 and 10/9/24. The third date of 10/15/24 will be held tentatively as needed. The first meeting will be held at the Morristown VFW Club, if available. The school or the Wing Center could be used as a backup location. It was also decided to change the time from 5:30 PM to 6:00 PM to make it easier for people to attend. George suggested using the town website as the depository of information with social media reminding people to access the website.

6:00PM - OLD BUSINESS

None

6:01PM - APPROVE WARRANTS

Motion made by Chris Palermo to approve the warrants. Motion seconded by Richard Craig . Motion carried. (5/0)

6:03PM - COMMUNITY COMMENTS

None

6:13PM - SCHEDULE

1. **Monday, September 16, 2024 - SB Meeting 5:30PM**
   Monday, September 23, 2024 - SB Charter Public Hearing 5:30PM
   Monday, September 30, 2024 - SB Special Meeting Sign resolution and warning 5:30PM
   Monday, September 30, 2024 - SB Charter Public Hearing 5:35PM

6:15PM - OTHER BUSINESS

None

6:15PM - ADJOURN

Motion made by Chris Palermo to adjourn. Motion seconded by George Cormier. Motion carried. (5/0)

Meeting adjourned at 6:25PM
Submitted and filed this 9/3/24.
Bonnie McDermott, Scribe

Please note all minutes are in Draft form and are subject to approval at the next Selectboard meeting.

SELECTBOARD MEMORANDUM

To: Selectboard
From:
Date: September 16, 2024
Subject: Recognition of Town Staff

Attachments:
None

SELECTBOARD MEMORANDUM

To: Selectboard
From: Judi Alberi, Executive Assistant
Date: September 16, 2024
Subject: Decision on Amendment Town Plan

Suggested Motion:

Motion to adopt an amendment to the 2022-2030 municipal development plan (a/k/a Town Plan) Chapter 3: Transportation as presented.

Attachments:

1. Proposed Town Plan Amendment Chapter 3 Transportation
2. Amended Chapter 3 Transportation

State of Vermont
Chartered in 1781
MORRISTOWN

Planning Director
PO Box 748
Morrisville, VT 05661

(802) 888-6373
Fax: (802) 851-7251

30 May 2024

RE: Morristown/Morrisville Town Plan Amendment Planning Council Report for July 9th Hearing

Per 24 VSA §4384, please accept this written Town Plan amendment report, the enclosed public hearing notice, and 2-pages from the existing Transportation Chapter of the Morrisville/Morristown 2022-2030 Town Plan. These 2-pages, via Microsoft Word "Track Changes" functionality, highlight four sentences in the existing 2022-2030 Town Plan that will be replaced with 4 new sentences in the proposed 2024 amended version of the Town Plan. The Morrisville/Morristown Planning Council has warned a public hearing on Tuesday July 9th at 5:00 P.M. on this very minor Town Plan language edit. Other than what is highlighted in attached red Track Changes related font, no other Town Plan edits or additions are proposed as part of this amendment. The proposed Town Plan amendment, like the existing, 2022-2030 Town Plan is consistent with the goals established in 24 VSA Section 4302. The proposed Town Plan amendment also does not alter the designation of any land area.

Suggested changes and comments regarding the proposed Town Plan amendment (which can be found on the Town's website here: https://www.morristownvt.gov/zoning-planning/page/town-plan) are requested from all parties receiving this letter one week prior to the date of the aforementioned Planning Council public hearing. The genesis for editing these 4 sentences is for the new Town Plan to be regionally approved per 24 VSA §4350 as prologue to the regaining Morrisville's Designated Downtown status.

Please do not hesitate to contact me with any questions regarding the new Town Plan or this request. Thank you.

Sincerely,

Todd Thomas, AICP & CFM
Zoning Administrator / Planning Director

NOTICE OF PUBLIC HEARING

MORRISVILLE/MORRISTOWN PLANNING COUNCIL HEARING FOR ADOPTING AN AMENDMENT TO THE MUNICIPAL DEVELOPMENT PLAN (a/k/a TOWN PLAN)

The Morrisville/Morristown Planning Council hereby provides notice of a public hearing being held pursuant to 24 VSA, Chapter 117, §4303, §4381, §4382, §4384, §4385 and §4447 for the purpose of hearing public comments concerning adopting an amendment to the Morrisville/ Morristown Municipal Development Plan (referred to hereafter as "the Town Plan"). State law requires town plans be updated at least every eight years. The Town Plan was most recently updated and approved in May of 2022. This Town Plan is being amended in accordance with 24 VSA Chapter 117, §4303, §4381, §4382, §4384, §4385 and §4447.

The hearing for the proposed amendment to the Morrisville/Morristown Town Plan will be held:
DATE: Tuesday 9 July 2024
TIME: 5:00 P.M.
PLACE: The Community Meeting Room of the Old Tegu Theatre at 43 Portland St, Morrisville.

Statement of Purpose: To amend the Village of Morrisville/Town of Morristown Town Plan

Geographic Area Affected: All areas in the Town of Morristown and the Village of Morrisville.

Table of Contents: 1-Statement Containing Objectives & Policies, 2-Land Use, 3-Transportation, 4-Utilities & Facility, 5-Historic, Scenic & Natural Resources, 6-Education, 7-Implementation Program, 8-Statement Concerning Development Trends & Adjacent Municipalities, 9-Energy, 10-Housing, 11-Economic Development, 12-Flood Resiliency, 13-Wellness

Location of where full text may be examined: A copy of the full text of the amended Town Plan is available at the Morristown Town Clerk's Office at 43 Portland St. in Morrisville and on the Town website at www.MorristownVT.gov
For more information, or feedback, please call Todd Thomas in the Zoning Office at 888-6373

Chapter 3: Transportation

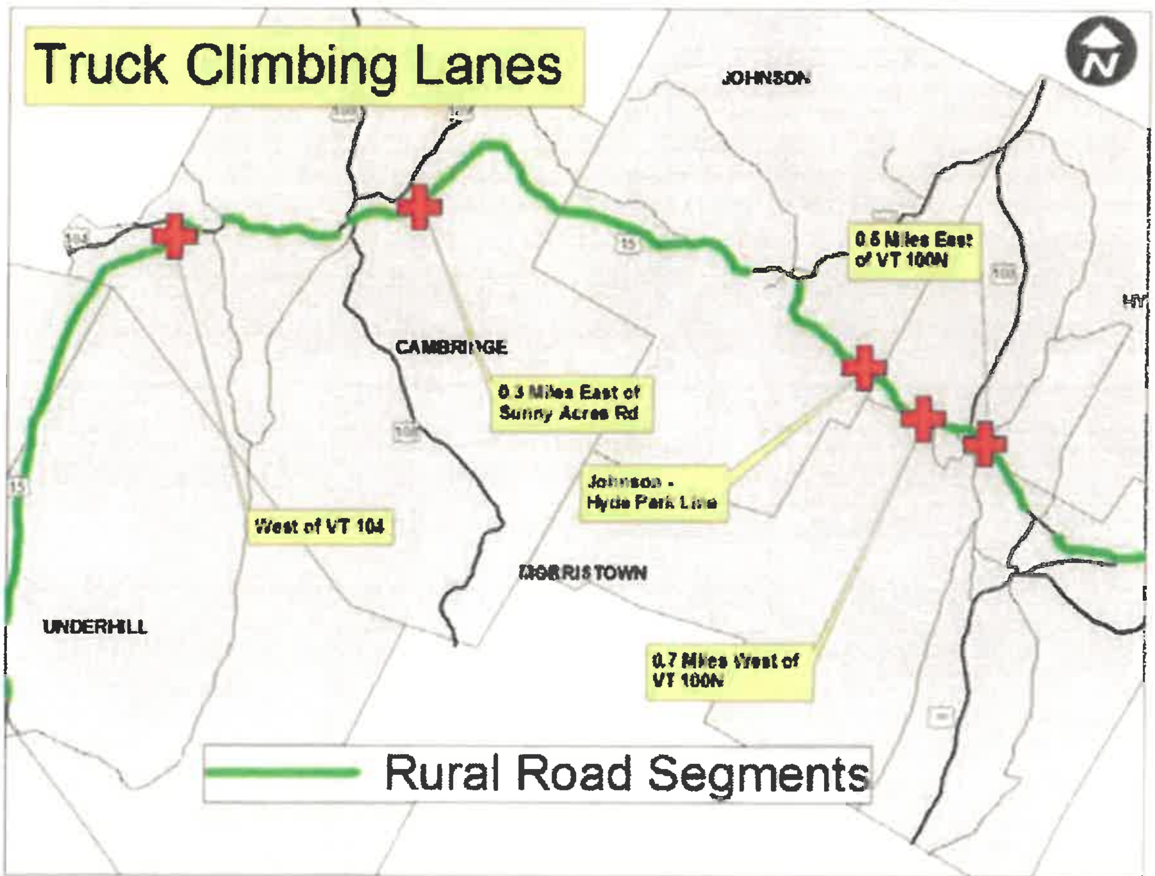
In 2008, the town had a public road network measuring 104 miles. More than a decade later, the town's road network has grown to only 106.7 miles in length (the 2020 town highway map can be found at the following web address: (https://maps.vtrans.vermont.gov/Maps/TownMapSeries/LAMOILLE_Co/MORRISTOWN/MORRISTOWN_MILEAGE_2020.pdf). This 106.7 mile length measurement includes 15 miles of State Highway. The village has a total road network of 14.1 miles, including 2 miles of State Highway The 2020 village highway map can be found at the following web address (https://maps.vtrans.vermont.gov/Maps/TownMapSeries/LAMOILLE_Co/MORRISTOWN/MORRISVILLE_VI_MILEAGE_2020.pdf). This decade-to-decade comparison shows that our road network is growing slowly. Growth aside, the approximately 90 miles of total local public roads is a sizeable burden, especially economically, for a relatively small town to maintain.

Even though the town government has no control over State roads located in our town, these roads still play a very important part of day-to-day life here. Commuters coming to, and leaving our region, use these State roads daily, which are the property of the Vermont Agency of Transportation (VTrans). Access to the Essex area via Route 15, and the access that Route 100 provides to the interstate highway and Burlington, are incredibly important to this community, and the many residents who commute to these areas. With rush-hour commute times to Burlington already at an hour plus for a distance of only 45 miles, the Selectboard, and Planning Council, must use all the influence available to ensure that these commute times do not become even longer. Our town is hurt economically the further it gets in terms of travel time by car to and from Burlington, and Chittenden County as a whole. ~~Therefore, this plan objects to attempts by neighboring municipalities to lower speed limits between our community and the interstate on Route 100 in areas located outside of village limits and designated downtowns when reducing the speed limit is not supported by the findings of a VTrans speed study. Similarly, this plan also objects to attempts by neighboring municipalities to lower speed limits between our town and Essex on Route 15 in areas located outside of village limits and designated downtowns when reducing the speed limit is not supported by the findings of a VTrans speed study. Similarly, this plan objects to attempts by neighboring municipalities to install traffic signals and roundabouts that are shown to not be warranted by a VTrans traffic study on the same sections of Route 100 and Route 15 when the request is for an area located outside of village limits or a designated downtown. With that being said, this plan is supportive of increasing pedestrian safety, including lower speed limits, where the Lamoille Valley Rail Trail crosses VT Route 15.~~

Therefore, this plan encourages open communication with neighboring communities through the State Route 15 and State Route 100 pass. The town is supportive of the designated village center and downtown initiatives which strive to enhance pedestrian and bicyclists' safety. We support the reduction of the speed limit around the rail trail crossing in the Town of Johnson that provides additional bike and pedestrian safety. The Town will work collaboratively with our neighbors to ensure they are made aware of any negative impacts to our community which may occur because of slowing traffic outside the village center and/ or designated downtown.

While ensuring that commute times to Chittenden County on Route 100, and Route 15, are not lengthened by reduced speed limits, and unwarranted traffic lights, it is also important to lobby for physical changes to State roads that can improve commute times. Physical roadway changes made to improve commute times will help offset increased traffic as our community and the surrounding communities grow. Truck climbing lanes are a great example of such a positive change. **This plan supports the creation of truck climbing lanes at locations where the road grade exceeds 5% for 1,000 feet or 7% for 500 feet on Route 15** (per VTrans *Truck Network Improvements Prioritization Study* (Vanasse Hangen Brustlin, 2001). The following figure details these areas:

Supported Locations for Truck Climbing Lanes



Truck climbing lanes and passing lanes are also important features that should be encouraged between our community and the interstate highway in Waterbury. An example of a location

Chapter 3: Transportation

In 2008, the town had a public road network measuring 104 miles. More than a decade later, the town's road network has grown to only 106.7 miles in length (the 2020 town highway map can be found at the following web address: (https://maps.vtrans.vermont.gov/Maps/TownMapSeries/LAMOILLE_Co/MORRISTOWN/MORRISTOWN_MILEAGE_2020.pdf). This 106.7 mile length measurement includes 15 miles of State Highway. The village has a total road network of 14.1 miles, including 2 miles of State Highway The 2020 village highway map can be found at the following web address (https://maps.vtrans.vermont.gov/Maps/TownMapSeries/LAMOILLE_Co/MORRISTOWN/MORRISVILLE_VI_MILEAGE_2020.pdf). This decade-to-decade comparison shows that our road network is growing slowly. Growth aside, the approximately 90 miles of total local public roads is a sizeable burden, especially economically, for a relatively small town to maintain.

Even though the town government has no control over State roads located in our town, these roads still play a very important part of day-to-day life here. Commuters coming to, and leaving our region, use these State roads daily, which are the property of the Vermont Agency of Transportation (VTrans). Access to the Essex area via Route 15, and the access that Route 100 provides to the interstate highway and Burlington, are incredibly important to this community, and the many residents who commute to these areas. With rush-hour commute times to Burlington already at an hour plus for a distance of only 45 miles, the Selectboard, and Planning Council, must use all the influence available to ensure that these commute times do not become even longer. Our town is hurt economically the further it gets in terms of travel time by car to and from Burlington, and Chittenden County as a whole.

Therefore, this plan encourages open communication with neighboring communities through the State Route 15 and State Route 100 pass. The town is supportive of the designated village center and downtown initiatives which strive to enhance pedestrian and bicyclists' safety. We support the reduction of the speed limit around the rail trail crossing in the Town of Johnson that provides additional bike and pedestrian safety. The Town will work collaboratively with our neighbors to ensure they are made aware of any negative impacts to our community which may occur because of slowing traffic outside the village center and/ or designated downtown.

While ensuring that commute times to Chittenden County on Route 100, and Route 15, are not lengthened by reduced speed limits, and unwarranted traffic lights, it is also important to lobby for physical changes to State roads that can improve commute times. Physical roadway changes made to improve commute times will help offset increased traffic as our community and the surrounding communities grow. Truck climbing lanes are a great example of such a positive change. **This plan supports the creation of truck climbing lanes at locations where the road grade exceeds 5% for 1,000 feet or 7% for 500 feet on Route 15** (per VTrans *Truck Network*

SELECTBOARD MEMORANDUM

To: Selectboard
From: Judi Alberi, Executive Assistant
Date: September 16, 2024
Subject: Approve MERP Implementation Grant

Motion to approve MERP Implementation grant and proceed with priority projects as presented, totaling $137,214 for energy conservation measures and $9,010 for ADA improvements, and any other contingency cost for improvements with zero match from the town. Authorize Brent Raymond to sign the agreement.

Attachments:

1. Draft_Morristown SB Memo
2. MERP_Implementation Grant_Press Release_2024.09.11
3. Draft_Morristown Project Priorities list
4. Draft_Morristown Project Priorities list_ADA

Lamoille County Planning Commission
PO Box 1637
52 Portland Street, Second Floor
Morrisville, Vermont 05661
www.lcpcvt.org
(802) 888-4548 ● e-mail: lcpc@lcpcvt.org ● fax: (802) 888-6938

To: Morristown Selectboard
From: Tori Hellwig, Lamoille County Planning Commission
Date: September 16, 2024
RE: Municipal Energy Resilience Program Next Steps

Municipal Energy Resilience Program (MERP) – Energy Assessments & Grant Funding

Background

The purpose of this memo is to provide the Selectboard with an update on the Town's participation in MERP. The program was developed to help improve the energy efficiency and resilience of municipal buildings, reduce energy use and emissions, and save money on operating costs. "High energy burden" municipalities (according to the 2019 Efficiency Vermont Energy Burden Report) are prioritized under the program. **Morristown is a high energy burden community.** LCPC was also granted MERP funds to support all towns in Lamoille County with every phase of this program.

Phases of the Program

In the Fall of 2023, the Town applied for building assessments at the Municipal Office, Police Department, Fire Station, EMS Building, and Highway Garage. In May 2024, the Town had all 5 municipal buildings assessed for free under the program. Assessments were completed by contractors hired by the State, who also provided a report on each building. The reports include general information on the building envelope as well as a table of recommendations to improve energy conservation and resilience.

The next phase coming up this fall is an implementation grant. The grant can be used to fund the recommendations outlined in the assessment reports for each building, and up to 20% of the award can be used for ADA improvements. ***There is no match from the Town required under this grant program.***

Next Steps

If the Town would like to request funding to cover energy efficiency projects, projects selected for each building need to be finalized and a grant application submitted. **The grant application deadline is September 27.** In July 2024, Brent Raymond reviewed the reports and prioritized some reasonable projects that can be completed at multiple buildings to save money and energy. Consideration was given to the future of some municipal buildings.

The list of proposed projects is included on the following page for your consideration.

A copy of each report with the full table of recommendations can be requested from Brent.

Please feel free to reach out with any questions – victoria@lcpcvt.org or (802) 851-6342.

For Immediate Release
September 11, 2024

Contact
Kate Eberle, BGS Commissioner's Office
802-798-9493 | kate.eberle@vermont.gov

Municipal Energy Resilience Program Implementation Grants Now Open to All Communities with Completed Assessments

Montpelier, Vt. — The Department of Buildings and General Services (BGS) is pleased to announce that all communities that will have completed assessments through the Municipal Energy Resilience Program (MERP) during the grant application period are now eligible to apply for implementation grants of up to $500,000. All 14 Vermont counties are represented in this group of over 200 municipalities, with over 500 facility energy assessments completed to date.

While we expect the grant process to be very competitive, the enabling legislation established priorities to be considered in awarding the grants. The priorities include:

- A town's energy burden as defined in Efficiency Vermont's Energy Burden Reports;
- A town's administrative support to apply for grants;
- Geographic location;
- Community size; and
- Whether another division of the town has received a grant in the past.

A town may request grant funding for any project or combination of projects identified in an assessment report, up to a total of $500,000 per community. "We are delighted to be able to open the implementation grants to a broader range of communities, although we are mindful the amount of available grant funding will not allow every town's needs to be met" said BGS Commissioner Jennifer M.V. Fitch, P.E.

MERP provides staff support; application and technical assistance; and funding to increase energy resilience, reduce energy use and operating costs, and curb greenhouse gas emissions by promoting weatherization, thermal improvements, fuel switching, renewable energy, battery storage, electric vehicle charging, and enhanced comfort in municipal buildings. Municipally owned buildings in cities, towns, incorporated villages, fire districts, and all other governmental incorporated units (except school districts) are eligible.

The MERP grant will be administered by the state's Department of Buildings and General Services, in partnership with Vermont's regional planning commissions. Applications for the implementation grant are now due September 27. Details are available on the Department of Buildings and General Services website.

Municipalities should direct questions about the grant and process to their regional planning commissions. Additional partners for the program include the Vermont League of Cities and Towns, Vermont Energy and Climate Action Network, and Efficiency Vermont.

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Morristown

Municipal Energy Resilience Program - Potential Project List

Building	Energy Conservation Measure	Consultant Cost Estimate	Estimated Annual Cost Savings
Police Department	Install Heat Pump System	$13,480	$1,327
	Install Smart Thermostats	$630	$507
	Install 134x feet of Door Sweeps	$2,493	$251
	Improve Attic Insulation	$2,970	$313
	Install Rooftop Solar (w/ battery backup)	$72,188	$783
	Replace Windows	$4,000	$542
Town Office	Install 80x feet of door sweeps	$1,489	$176
	Install Smart Thermostats	$946	$122
	Install Heat Pump System	$18,872	$2,557
	Improve Attic Insulation	$9,440	$626
Fire Station	Install Smart Thermostats	$1,576	$596
	Improve Insulation	$8,500	$591
EMS Building	Install Smart Thermostats	$630	$360
	Estimated Total for ECMs	**$137,214**	**$8,751**

Morristown

Municipal Energy Resilience Program - Potential ADA Project List

Building	ADA Improvement Measure	Cost Estimate
Police Department	Accessible Parking Lines & Signage	$170
Town Office	Accessible Parking Lines & Signage	$170
Fire Station	Accessible Parking Lines & Signage	$170
EMS Building	Accessibility Ramp Improvements	$8,500
	Estimated Total for ADA	**$9,010**

State of Vermont Chartered in 1781
MORRISTOWN

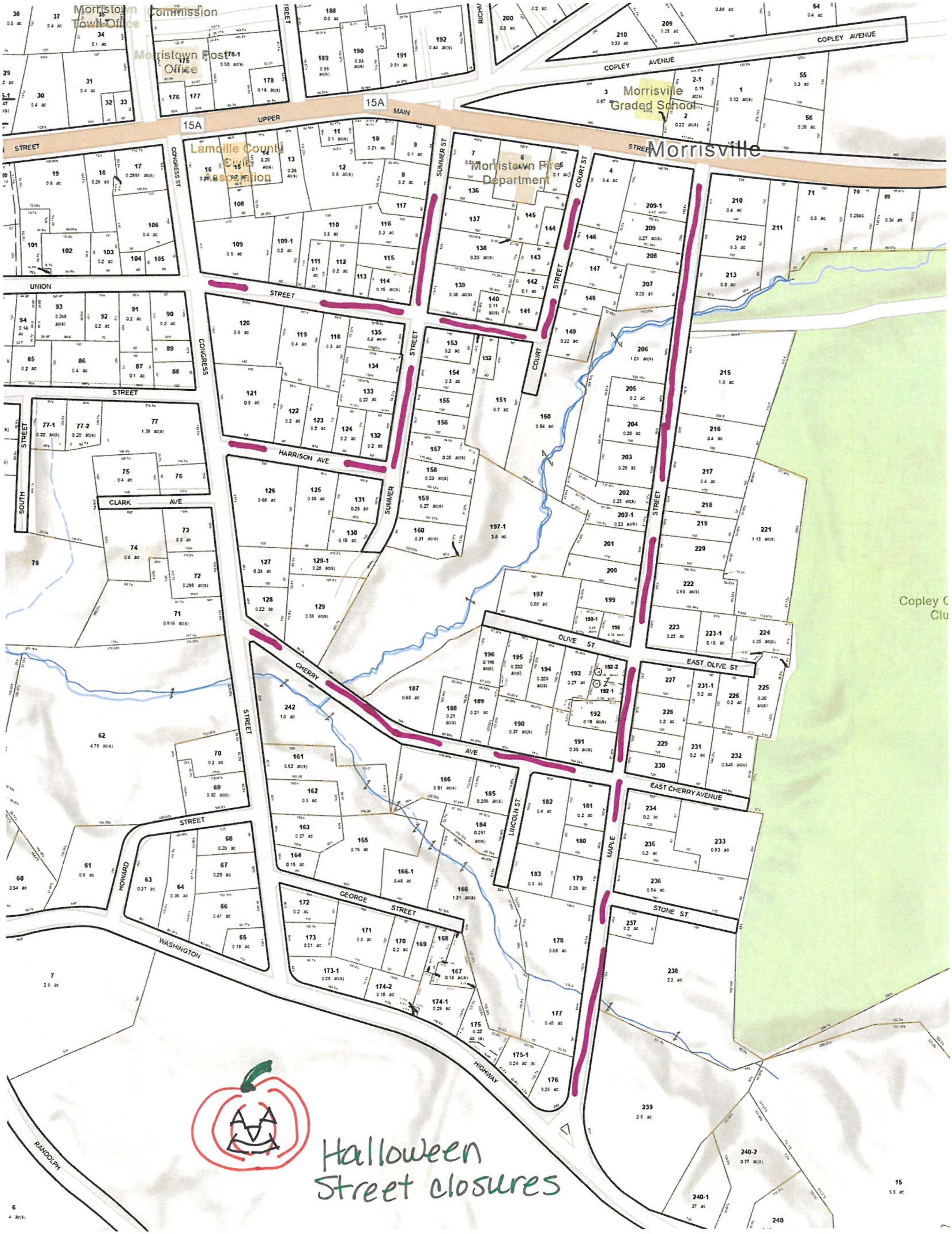
SELECTBOARD MEMORANDUM

To: Selectboard
From: Judi Alberi, Executive Assistant
Date: September 16, 2024
Subject: Halloween Road Closure for 2024

Suggested Motion:
Motion to approve closing of the following streets in the Village for trick-or-treating on Thursday, October 31, 2024 from 5:00 PM – 7:30 PM: Maple St, Cherry Ave, Harrison Ave, Union St (easterly), Summer St, Court St.

Attachments:

1. Halloween Road Closures



Morristown Town Office
Commission
Morristown Post Office
Lamoille County Civic Association
Morristown Fire Department
Morrisville Graded School
Morrisville
15A
UPPER MAIN STREET
COPLEY AVENUE
CONGRESS ST
SUMMER ST
COURT ST
UNION STREET
CONGRESS STREET
SUMMER STREET
COURT STREET
HARRISON AVE
SOUTH STREET
CLARK AVE
OLIVE ST
EAST OLIVE ST
CHERRY AVE
EAST CHERRY AVENUE
LINCOLN ST
MAPLE STREET
STONE ST
GEORGE STREET
HOWARD STREET
WASHINGTON HIGHWAY
RANDOLPH
Copley C
Clu
Halloween
Street closures

SELECTBOARD MEMORANDUM

To: Selectboard

From: Judi Alberi, Executive Assistant

Date: September 16, 2024

Subject: Assign the Town Manager as the voting delegate for:
a. Election of VLCT Directors
b. Election of PACIF Directors Property and Casualty Intermunicipal Fund, Inc.
c. Election of VERB Directors - Employment Resource and Benefits Trust, Inc.
d. Adoption of the VLCT Municipal Policy
e. Other VLCT Business

Motion to assign Town Manager as the voting delegate for Election of VLCT Directors, Election of PACIF Directors Property and Casualty Intermunicipal Fund, Inc., Election of VERB Directors - Employment Resource and Benefits Trust, Inc., Adoption of the VLCT Municipal Policy, and Other VLCT Business.

Attachments:

None

MORRISTOWN
State of Vermont — Chartered in 1781

SELECTBOARD MEMORANDUM

To: Selectboard

From: Judi Alberi, Executive Assistant

Date: September 16, 2024

Subject: Approve Standard ARPA Grant Agreement, public-private stormwater partnership, with the State of Vermont, Department of Environmental Conservation for the Morristown Jersey Way stormwater project

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Background:

Much discussion has occurred regarding the Jersey Heights stormwater system required by the Agency of Natural Resources (ANR). Morristown has received an ARPA funded award for Public Private Partnership - Morristown Jersey Way. ANR has requested Morristown to sign the agreement committing the funds for this award. Recently, the Selectboard accepted responsibility and supported advancing the project through final design and construction. The Selectboard have accepted responsibility for the permitted stormwater system and for complying with all terms and conditions of the permit.

Suggested Motion:

Motion to approve and authorize Brent Raymond, Town Manager, to sign the Standard ARPA Grant Agreement, public-private stormwater partnership, with the State of Vermont, Department of Environmental Conservation for the Morristown Jersey Way stormwater project as presented.

Attachments:

1. final draft Town of Morristown ARPA 3 Acre # 06140-2022-ARPA-CWB-07

VERMONT

Vermont Department of Environmental Conservation | Agency of Natural Resources

FFA - STANDARD ARPA GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Town of Morristown with principal place of business at PO Box 748 Morrisville, VT 05661, (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 $**316,675.00**. 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. When bidding contracts using Federal funds, the Subrecipient must meet, at a minimum, applicable Federal procedures for solicitation and award and required contract clauses. The basic authority for the Federal requirements, the Federal Office of Management and Budget's "Uniform Guidance", is 2 CFR Part 200. https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1.
5. Ownership and Disposition Assets: At the end of the grant term, Subrecipient will retain any pipes, valves, pumps, tanks, or other equipment installed under the grant agreement and described in the scope of work for the same use and intended purpose as outlined in this agreement.
6. 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 8/31/26.
7. 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.

8. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
9. Fiscal Year: The Subrecipient's fiscal year starts July 1 and ends June 30.
10. 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.
11. Attachments: This Grant consists of the following attachments that are incorporated herein:
    - Attachment A – Scope of Work to be Performed
    - Attachment B – Budget and Payment Provisions
    - Attachment C – Standard State Provisions for Contracts and Grants
    - Attachment D – Other Grant and Contract Provisions
    - Attachment E – State Fiscal Recovery Quarterly Project Report Template
    - Attachment F – State Fiscal Recovery Fund Program Assurances
    - Attachment G – Terms and Conditions for Federal Subrecipients
    - Attachment H – Project Location Map

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

Town of Morristown	LNX5JJWB5XW3
Print Legal Name	UEI (2)

Did this business or organization (the legal entity to which the UEI 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 AGREEMENT.

STATE OF VERMONT	**SUBRECIPIENT**
By:	**By:**
______________________________	______________________________
Commissioner	**Name:** **(Print)** ______________________
Dept of Environmental Conservation	**Title:** __________________________
Date: __________________________	**Date:** __________________________

Attachment A
Scope of Work to be Performed

Part or All of the Scope May be Sub-Granted

1. Project Overview. The Jersey Way Subdivision consists of Jersey Way, Jersey Court, Sterling Court, and Foss Street in Morristown (with a general location depicted in the map in Attachment H). Subrecipient is the only listed permittee for the existing, technically incomplete Operational Stormwater Permit (#3015.9050). This project encompasses design and construction of a 28-chamber subsurface system with sand filter and underdrain with three new diversion structures (the "Project") to divert runoff during the 1-inch, 24-hour storm event. System design may be subject to change throughout Part I of the agreement.

Table 1: SFR Program Information

SFR Program	5-Infrastructure
SFR Expenditure Category	5.6-Clean Water: Stormwater
SFR Project Name	Three-Acre Stormwater Management-Morristown PPP-Act74-G.700(a)(5)
SFR Project ID No.	ANR-6140892207-006
Primary Place of Performance	43 Portland Street, Morrisville, VT 05661
National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)	N/A
Public Water System ID # (if applicable)	N/A
Median Household Income for Service Area	$55,343
Lowest Quintile Income for Service Area	$18,066

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 9.6 acres of impervious surface consisting of roads, single-family homes, and apartments. The site was chosen because the Jersey Way homeowners may have a more challenging time navigating permit requirements. The project benefits the Town and the subdivision neighbors as it reduces runoff into the Lamoille Watershed. This opportunity also allows the Town to reduce runoff that it otherwise would not have been able to address. The population of Morristown is 5,485 with 15.53% of people living in poverty and an unemployment rate of 3.28%. The income per capita is $35,142. This information was sourced using the Vermont Social Vulnerability Index which is based upon 2016-2020 American Community Survey data, Census Tract 9535. 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 related to design and construction of the Project:
    a. Prepare a complete “Full Notice of Intent” under General Permit 3-9050 for the Project.
    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 2. Milestone and Deliverables schedule:

	Milestone	Deliverable	Due Date*	Budget
Part I: Final Design and Permit Obtainment Cost reimbursements for Part I deliverables Not to Exceed $79,000				
	Milestone	Deliverable	Due Date*	Budget
1	Establish the responsible party for the operational stormwater permit and the long-term Operations & Maintenance (O&M) of the project	A letter of intent from the responsible party to serve as the permittee on the operational stormwater permit. Letter should articulate that responsible party will support advancing the project through final design and construction, intent of responsible party to be identified as permittee in the Notice of Intent filings, and understanding that upon issuance of the permit, the permittee is formally accepting responsibility for the permitted stormwater system and for complying with all terms and conditions of the permit. Letter should also acknowledge the requirement for O&M for the life of the project.	November 22, 2024	Part I Deliverables not to exceed (NTE) $79,000
	Note: Must complete Deliverable 1 prior to invoicing for other Part I Deliverables.			
2	Complete procurement for final design services and obtainment of the operational stormwater permit.	Provide a copy of the signed contract with the design engineer and a statement of reasoning for the selection of the contractor, if applicable.	March 1, 2025	
3	Meeting(s) with landowner and other stakeholders to discuss planned projects	Summary of meeting(s), including meeting outcomes, and planned actions.	The first seven days of each month throughout agreement term until 100% design is complete (Final update due no later than August 31, 2026)	
4	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	May 1, 2025	

		points required for project maintenance; identify all required permits and provide Permit Navigator Report Number.		
5	Secure commitment from all affected landowners	Provide letters of commitment from all affected landowners who may be required to grant easements or other access, indicating their intent to grant the necessary access for project installation and regular inspection and maintenance.	June 1, 2025	
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, 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.	September 01, 2025	
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.	**September 01, 2025	
8	Stormwater Permit obtained	Documentation of permit obtained.	January 01, 2026	
9	Permit documentation	Documentation of other required permits secured (if applicable).	January 01, 2026	
Part II: Construction: Must complete Part I Deliverables prior to payment for Part II Deliverables Cost reimbursements for Part II deliverables Not to Exceed $206,007.50				
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).	January 01, 2026	Part II Deliverables NTE $206,007.50 plus any unspent funds from Part I
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 first day of each quarter of the calendar year from beginning construction until project completion (Final update due no later than August 31, 2026)	
12	Project complete	Final Performance Report using template provided; provide Initial Statement of Compliance (pursuant to authorization under	August 31, 2026	$31,667.50 or a minimum of 10% of total award held until final

		General Permit 3-9050); press release; post-implementation photos; Form 430, final ARPA report due with final invoice.		deliverables received
	TOTAL BUDGET AVAILABLE			**$316,675.00**

*Due dates for these interim deliverables may be able to be extended upon written approval by the State.

**Failure to complete this specific milestone by the indicated due date may result in award cancellation.

5. Results. The mandatory quarterly performance reports (Section 8) will measure the following performance measures:
    1. Number of final (30%) designs completed (if applicable)
    2. Number of final (100%) designs completed
    3. Number of operational stormwater permits obtained
    4. Acres of impervious surface treated
    5. Acres of impervious area removed (if applicable)

6. Evaluation. The project shall comply with all deliverables, including submission of the required permit application and engineer's certification of completion of construction, prepared by a licensed professional engineer. The State will review all permit application materials for compliance with Stormwater General Permit 3-9050.

7. Equity Impact. Meeting the stormwater management requirements of General Permit 3-9050 may be cost prohibitive for some landowners due to the direct and indirect economic impacts of COVID-19. The three-acre stormwater program carries the expense for all regulated entities, municipalities, and businesses alike. Partnerships between affected private landowner(s) and local municipalities were developed to create more pollution control than would be achieved by each entity strictly complying with the permit program individually. By supporting these projects, the State is using ARPA funding to reduce the impacts to municipal taxpayers, some of whom have been significantly impacted by the effects of the COVID-19 pandemic. This support also assists businesses that are required to comply with the permit by providing assistance to those entities to recover as well.

8. Reporting. Subrecipient is required to submit quarterly progress reports for the quarters ending December 31, March 31, June 30, and September 30 on a template provided by the State (Attachment E) by the last day of each quarter. Subrecipient shall submit Final ARPA Reporting with the final invoice. The final report shall consist of SFR Quarterly Progress Report (Section 1 of Attachment E) and Annual Performance Measure Information (Section 3 of Attachment E).

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 responsible party or parties 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.

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	- Subrecipient 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 the State 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. Pre-award costs starting January 20, 2022 are allowable under this agreement as determined by the Grant Manager and as related to the scope of work in Attachment A.
   b. 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.
   c. Subrecipient is conferred blanket approval from the State to execute any subgrant or subcontracts associated with this Agreement and related amendments according to Attachment C, #19.

VERMONT

Vermont Department of Environmental Conservation Agency of Natural Resources

Form 430 Request for Funds

Form must be filled out entirely before payment is released

Subrecipient Name: Town of Morristown **Invoice Date Range:**

Grant #: 06140-2022-ARPA-CWB-07 Purchase Order #: Payment#: Amount Requested:

Performance-Based Milestones and Deliverables:

Performance-Based Milestones	Budget Amount	Amount Previously Requested	Amount Requested for This Submittal	Remaining Amount
1 - Part I: Final Design and Permit Obtainment ***Deliverables 1-10: Please list deliverable number and detail***	**$ NTE $79,000.00**	**$**	**$**	**$**
2 - Part II: Construction ***Deliverables 11-12: Please list deliverable number and detail***	**$ NTE $206,007.50**	**$**	**$**	**$**
3 - Project Complete ***Deliverable 13: Final Performance Report, Verification of submission of engineer's certification, press release, post-implementation photos***	**$ NTE $31,667.50**	**$**	**$**	**$**
Total	**$ NTE $316,675.00**	**$**	**$**	**$**

☐ I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Approvals for Payment

Signed by:

Authorized Signer: ____ Date: ____________________

Organization: ___________________________________Title: _____________________________

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

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

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 7, 2023

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:

- **A.** 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.
- **B.** 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.

C. 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.

D. 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: https://aoa.vermont.gov/Risk- Claims-COI.

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

B. With respect to State Data, Party shall:

- **i.** take reasonable precautions for its protection;
- **ii.** not rent, sell, publish, share, or otherwise appropriate it; and
- **iii.** upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:

- **i.** strictly maintain its confidentiality;
- **ii.** not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- **iii.** provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;

- **iv.** implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- **v.** promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- **vi.** upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

- **i.** industry-standard firewall protection;
- **ii.** multi-factor authentication controls;
- **iii.** encryption of electronic Confidential State Data while in transit and at rest;
- **iv.** measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- **v.** measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
- **vi.** training to implement the information security measures; and
- **vii.** monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

E. No Confidential 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 United States, except with the express written permission of the State.

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. **Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

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

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. **Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: https://bgs.vermont.gov/purchasing-contracting/debarment.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
- **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 $1,000, 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 AND CONTRACT PROVISIONS

1. 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.

2. 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 of contractors and sub-contractors working on the project;
      iii. The number of employees on the project hired directly and hired through a third party;
      iv. The wages and benefits of workers on the project by classification; and
      v. Whether those wages are at rates less than those prevailing.[1] Recipients must maintain sufficient records to substantiate this information upon request.
   b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
      i. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
      ii. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
      iii. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
      iv. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
      v. Whether the project has completed a project labor agreement.
   c. Whether the project prioritizes local hires.
   d. Whether the project has a Community Benefit Agreement, with a description of any such agreement
   e. State and Local Fiscal Recovery Funds (SLFRF) funds may be used to acquire real and personal property, supplies, and equipment. Except for property, supplies, or equipment acquired using revenue loss funds, recipients must follow the applicable provisions of the Uniform Guidance regarding property standards (2 CFR 200.310-316. During the period of performance, a recipient may use property,

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

supplies, or equipment purchased or improved with SLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to Treasury as of the final reporting period. Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Recipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.

ATTACHMENT E

STATE FISCAL RECOVERY (SFR) QUARTERLY PROJECT REPORT

Name: Town of Morristown
Contact Completing Report: Click or tap here to enter text.
Report Date: Click or tap here to enter text.
Grant Project: Morristown ARPA 3Acre
Grant ID: 06140-2022-ARPA-CWB-07
Quarter End Date: Click or tap here to enter text.

Quarterly Information Collected Every Quarter	
Projected/Actual Construction Start Date (month/year):	Click or tap here to enter text.
Projected/Actual Initiation of Operations Date (month/year):	Click or tap here to enter text.
Project Status:	Click or tap here to enter text.

Risk-Based Information **Moderate Risk:** Collected **Biannually** Quarters ending on March 31st and September 30th	
Summary of progress made on deliverables within reporting timeframe.	Click or tap here to enter text.
Milestone status updates	Click or tap here to enter text.
Technical/cost/schedule issues encountered	Click or tap here to enter text.
Work planned for next period	Click or tap here to enter text.

Annual Performance Measure Information Collected Quarter ending on March 31st	
Number of final (30%) designs completed (if applicable	
Number of final (100%) designs completed	
Number of operational stormwater permits obtained	
Acres of impervious surface treated	
Acres of impervious area removed (if applicable)	

ATTACHMENT F – 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 September 30, 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:

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

b. Budget records;
c. Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
d. Receipts of purchases made related to addressing the public health emergency due to COVID-19;
e. Contracts and subcontracts entered into using SFR payments and all documents related to such contracts;
f. Grant agreements and grant subaward agreements entered into using SFR payments and all documents related to such awards;
g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
i. All internal and external email/electronic communications related to use of SFR payments; and
j. All investigative files and inquiry reports involving SFR payments.

☒ 8. To the best of my knowledge, neither 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. Subrecipient authorizes the State of Vermont to share data relevant to this award with the U.S. Department of Treasury, including but not limited to previously submitted W-9 data that is related to this award.

☒13. All of Subrecipient’s tax returns are completed and filed through the date of application filing.

☒14. Subrecipient complies with local, state and federal labor laws.

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

☒16. 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.

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

☒18. Subrecipient certifies that 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.

☒19. Subrecipient certifies that that they will require any subcontractors or subgrantees to also certify that 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.

Printed Name:

Authorized Signature:

Title:

Organization Name:

Date:

ATTACHMENT G - TERMS AND CONDITIONS FOR FEDERAL SUBRECIPIENTS - U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE 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 602 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 602 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. 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.

5. Compliance with Applicable Law and Regulations
    a. Participant agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602 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.

6. Remedial Actions. In the event of Participant's noncompliance with section 602 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 602 of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602 of the Act.

7. 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.

8. 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.

9. Publications. Any publications produced with funds from this award must display the following language: “This project is being supported, in whole or in part, by federal award number SLFRP4407 awarded to the Vermont Agency of Administration by the U.S. Department of the Treasury.”

10. 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 602 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.
11. 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.

12. 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.

13. 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.

14. 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.

Attachment H
Project Location Map

SELECTBOARD MEMORANDUM

To: Selectboard
From: Judi Alberi, Executive Assistant
Date: September 16, 2024
Subject: 82 Portland Street proposed parking waiver and discussion of letter dated April 8, 2022

Background:
SB Meeting April 4, 2022 New Business Item #6. Discuss application to DRB in regard to the waiver of 23 required on-site parking spaces (Nepveu Building)

Todd Thomas shared that the DRB received an application for a waiver of 23 required on-site parking spaces (Nepveu Building); 19 are for residential units and 4 are for commercial spots. The deadline for the Selectboard to submit a letter to the DRB commenting on the waiver request is before Wednesday, April 27, 2022. The Board discussed the parking issue in the Village and past practices concerning the municipal parking lot.

Motion made by Don McDowell to write a letter to the DBR that although the Selectboard is in support of the development of this project they have concerns with the number of parking spots requested in the waiver. Motion seconded by Brian Kellogg. Motion carried (5/0). Eric Dodge will draft a letter to review at the next Selectboard meeting.

The letter sent to the DRB is attached for reference.

Attachments:
1. Selectboard comment letter - 82 Portland St

State of Vermont Chartered in 1781

MORRISTOWN

April 8th, 2022

Morristown Development Review Board
PO Box 748
Morrisville, VT 05661

Dear Board members,

You are being asked to give a full waiver of the required 23 parking spaces in support of the redevelopment of the Nepveu building, at 82 Portland St., in downtown Morrisville. The Select Board has concerns if the waiver is granted as presented.

To fully waive the required parking would inevitably mean the residents of the Nepveu Family's proposed 19-unit multi-family dwelling would utilize the municipal parking lot as their own. The Copley Municipal Parking Lot is frequented by shoppers, commuters, employees of local businesses, and is a benefit to all residents of our community.

The Select Board supports the development of the Nepveu building and welcomes its rebirth to its former reflection of the historic and architectural nature of our downtown. We support the development of the downtown to support individuals and families who wish to live downtown and benefit from the ability to access merchants and amenities without the need of getting into a motorized vehicle. We believe there is a balance to be struck.

The Development Review Board previously granted parking waivers of a much smaller scale than what is currently being requested for the redevelopment of 82 Portland Street. These previous developments were generally of a similar parcel size, building footprint, and number of new housing units. We envision that other properties surrounding the municipal parking lot will be redeveloped in this same pattern, while relying on the municipal lot as a means to reasonably relieve the pressure of providing all the required parking on-site. While we support growth, but we want to ensure there is a balance achieved between the off-site parking requested for the proposed project, the needs of the tenants of the surrounding buildings, future development, and the need of our community as a whole.

We thank you all for serving on the Development Review Board and for your consideration of our concerns.

State of Vermont Chartered in 1781

MORRISTOWN

Respectfully,

Bob Beeman, Select Board Chair

Judy Bickford, Select Board Vice Chair

Brian Kellogg, Select Board Member

Jessica Graham, Select Board Member

Don McDowell, Select Board Member