

TOWN OF WAITSFIELD
SELECTBOARD MEETING
Monday, February 13th, 2023
6:30 P.M.

Please see note below for access

I. Call to Order: 6:30 P.M.

II. Regular Business.

1. Agenda additions, removals, or adjustments per 1 V.S.A. § 312 (d) (3) (A).
2. Public forum. (5 +/- min.)
3. Mad River Path updates
 - a. Recreation Hub update and consider proposed northern crosswalk location (15 +/- min.)
 - b. Request for zoning fee waiver for trailhead kiosks (certificates of occupancy) (5 +/- min.)
4. Consider recommendation from ARPA Advisory Committee (20 +/- min.)
5. Consider proposed project coordination plan for wastewater project (20 +/- min.)
6. Consider VLCT letter of support for proposed Project Based TIF (5 +/- min.)
7. Consider Waitsfield constable appointment (10 +/- min.)
8. Treasurer appointment clarification (5 +/- min.)
9. Consent Agenda:
 - a. Consider Approving the Minutes of 1/30/23
 - b. Bills Payable and Treasurer's Warrants
 - c. Authorize Town Administrator to sign Emergency Management EOC Grant Agreement
 - d. Authorize the use of Fire Department van sale revenue (\$4,000) to be applied to FY23 operating costs associated with improvements to the new Fire Department van
 - e. Approve 2023 Certificate of Highway Mileage
10. Selectboard roundtable. (10 +/- min.)
11. Town Administrator's updates. (5 +/- min.)
12. Executive Session – Pursuant to 1 V.S.A. § 313 (a) (2) [Real Estate]

III. Other Business.

1. Correspondence/reports received.

IV. Adjourn.

***PLEASE NOTE: Public Access to this meeting will be hybrid, remote via Zoom or in person at the Waitsfield Town Office. For remote access, please use the following link:**

<https://us02web.zoom.us/j/82056117089>

Meeting ID: 820 5611 7089

By phone: 1 (929) 205-6099

Anyone wishing to speak can do so during the designated times, as indicated by the chair.

ALL TIMES ARE APPROXIMATE

Waitsfield Town Administrator's Report

February 13, 2023

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II. REGULAR BUSINESS.

Item II.3. Mad River Path updates

a. Recreation Hub update and consider proposed northern crosswalk location

The Mad River Path as part of the MRV Recreation Hub project has been working on securing landowner permissions to pursue the Fiddler's Walk alternative to the originally proposed downtown trail as a result of the Selectboard's decision on October 24th. At that time, the Selectboard made a motion to pursue the pedestrian connection alignment proposed from Irasville south along Route 100 as part of the Route 100 / Route 17 intersection scoping study with VTrans and encouraged the path to look at alternative ways to access Irasville.

The Mad River Path is coming back to the Selectboard to see whether there is an interest in pursuing a northern crosswalk connection from the area south of the Irasville Cemetery across Route 100 (a proposed site plan is enclosed). As with most work in the state highway ROW, the Town would need to be the lead applicant on the project.

Staff additionally received an update from VTrans on the status of the Route 100/Route 17 project on February 7th:

"VTrans received and selected many quality regionally proposed projects, and has been soliciting Consultant proposals for projects in stages. While WAITSFIELD STP 013-4(55) was not in the first batch for solicitation, it is currently posted and VTrans expects proposals back this month. At that point we will select the Consultant in coordination with the CVRPC and move directly to project refinement [meeting with CVRPC and the Town]. This work will be completed in July of 2023. The fiscal year 2024 Governor's Recommended Budget proposes preliminary engineering funding for this project in FY24 which would allow us to transition directly into the design phase. I will note that construction funding and schedule are not defined yet as that is reliant on the information gathered during the project refinement stage and the early stages of design."

Recommendation:

The Selectboard should consider how they would like to proceed with the proposed potential northern crosswalk at this time.

b. Request for zoning fee waiver for trailhead kiosks (certificates of occupancy)

Mad River Path has also requested that the Selectboard consider waiving the fees associated with certificates of occupancy (COs) for the trailhead kiosks that have previously had their zoning fees waived by the Board. The previous approval waived the zoning fees for up to 10 trailhead kiosks

within the next year (originally approved 8/23/22) which would have generated about \$1,000 total revenue for the Town (estimated \$100 each). Certificates of Occupancy have a fee of \$55 total, \$30 for the zoning fee and \$25 recording fee. The total potential lost revenue from waiving the CO fee would be \$550 for both zoning and recording or \$300 for just the zoning fee.

Recommendation:

Consider a motion to waive the Mad River Path Certificate of Occupancy fees (zoning and recording or just zoning) for up to ten trailhead kiosks within the next year.

Item II.4. Consider recommendation from ARPA Advisory Committee

At their meeting on January 18th, the ARPA Advisory Committee made a recommendation to the Selectboard to allocate ARPA funds to 12 total projects for a total amount of \$149,245.00. The committee received 20 total applications, 3 of which came in after the application deadline of November 18th but were still accepted by the committee. Of the twenty (20) applications, four (4) were removed from consideration, one (from Jim Boylan), was revoked by the applicant after his original submittal. Three (3) others (Joslin Memorial Library, the Waitsfield Tree Board, and the Friends of Virginia Farley Riverside Park) the Selectboard asked the ARPA Committee not to review as they were subject to town review and approval as well.

Enclosed is a table showing all of the applications received (aside from the 4 that were removed from the committee's consideration, as mentioned above) and a table that includes the committee's final recommendation for allocation. The ARPA Advisory committee primarily ranked each funding request on a scale of 1-3 based on the following criteria:

1. In line with the Treasury's ARPA funding criteria
2. In line with one of the four priority categories identified by the committee (housing, infrastructure, childcare, and transportation)
3. The project helps to improve the community
4. The project leverages other sources of funding (i.e., funding requests were submitted to other towns, other grants were applied for, etc.)
5. There is a clear project manager capable of administering the project to its end

The Selectboard should review the list and identify what questions they might have. The ARPA Committee plans to meet again on February 15th to address any questions the board might have about their recommendation. Assuming the Selectboard would like to proceed with the committee's recommendation, the next step would be to have the committee and staff begin to draft agreements with each group for their allocated funding amount. These agreements would still require final review and approval by the Selectboard.

Recommendation:

Consider a motion to allocate Waitsfield ARPA funds as proposed by the ARPA Advisory Committee and enclosed, or as amended by the Selectboard, subject to final review and approval of all funding agreements by the Selectboard at a future meeting.

Item II.5 Consider proposed project management plan for wastewater project

Enclosed in the Selectboard's report is an initial proposed project framework for the coordination of the next phase of the Waitsfield wastewater project. The framework was developed initially by Annie (Town Administrator) and JB (Planning & Zoning Administrator) who aimed to outline what the next year of wastewater planning should look like, with a goal of a March 2024 bond vote for at least one phase of wastewater solution. Annie and JB then met with Josh Schwartz (MRVPD Executive Director) to review the proposed project plan and review MRVPD staff's role as the proposed project coordination lead. Staff hopes to receive input from the Waitsfield Selectboard on the framework as proposed. The MVPD Steering Committee will review the same framework at their next meeting on February 16th and specifically will provide feedback on how this work fits into MRVPD staff's 2023 work plan. If the Waitsfield Selectboard supports this workplan and the MRPVD Steering Committee supports staff's time to complete the work as proposed, Annie, JB, and Josh will draft a final MOU for review and final approval. This framework would inform the MOU and be included as an attachment.

The framework is organized around four project teams with a proposed breakdown of tasks outlined in a project timeline. It is important to note that this plan is built around a one-year timeline, culminating in a bond vote at Town Meeting 2024, however it is possible based on design and funding opportunities that a timeline of 18 months or even two years is possible. The project timeline as proposed includes a check in meeting in June 2023 to revisit the timeline and anticipated milestones.

Recommendation:

Consider a motion to authorize staff to proceed with drafting an MOU with the Mad River Valley Planning District for the wastewater project proposed planning structure as enclosed in the report.

Item II.6 Consider VLCT letter of support for proposed Project Based TIF

The Vermont League of Cities and Towns has reached out to communities who are working on infrastructure projects that might benefit from proposed legislation for a new project-based tax increment financing program. A draft letter of support is enclosed in the report, as is the most current draft of the legislation. There is currently a tax increment financing district program established in the state of Vermont. The proposed program is different in that it would apply to just one project instead of an area where multiple projects take place and as proposed would have a simpler application process and less of an administrative burden. All that VLCT is asking at this time is that Town's who might benefit from a program such as this submit a letter of support to our representatives.

Recommendation:

Consider a motion to authorize the Town Administrator to submit the Letter of Support for proposed Project Based Tax Increment Financing as enclosed in this report to Waitsfield's state representatives.

Item II.7 Consider Waitsfield constable appointment

Annie has been working with Jeff Campbell to get all of the necessary paperwork completed for his appointment as Waitsfield constable. If the Selectboard is ready to proceed with an appointment, Annie will work with Jeff to finalize all of the required information and submit any necessary forms to the VT Criminal Justice Council.

Recommendation:

Consider a motion to appoint Jeff Campbell as Waitsfield constable for a term of 1 year.

Item II.8 Treasurer appointment clarification

With the appointment of Randy Brittingham as Town Treasurer, it was never determined if he would be completing Sandy Gallup's most current term (March 2021-2024) or begin a new term. Annie recommends that the Selectboard clarify that Randy is currently completing Sandy's most recent term but at the March 2023 organizational meeting, appoint him to a new 3-year term that will run from March 2023-2026, conditioned on the successful completion of his probationary period in July 2023. Sandy's most recent appointment resolution is enclosed for the Board's review.

Recommendation:

Consider a motion to clarify that Randy Brittingham, who was appointed Waitsfield Treasurer on December 5, 2022, is completing Sandy's Gallup's 2021-2024 Treasurer appointment, as she has since retired.

Item II.9. Consent Agenda

Any member of the Selectboard may request that an item be removed from the consent agenda for any reason and the Chair will decide where on the regular agenda the item will be placed for further discussion and potential action, otherwise a single motion is all that's needed to approve the identified consent agenda items.

- a. Consider Approving the Minutes of 1/30/23
The minutes will be provided when finalized by the recording secretary.
- b. Bills Payable and Treasurer's Warrants
Warrants will be emailed before the meeting and available for review in person at the meeting.
- c. Authorize Town Administrator to sign Emergency Management EOC Grant Agreement
The Town has been awarded the VT Emergency Management EOC Grant that the Board reviewed and approved at their meeting on November 14, 2022 for the purchase and installation of an AED for the town office as well as updated maps of town roads, bridges, and culverts. The award is for \$1,1198.01 and requires a 50% match which will be split between the Emergency Services line of the budget and the Office Equipment line. The Grant Agreement is enclosed for the Board's review. Staff is asking the Board to authorize the Town Administrator to sign the grant agreement.
- d. Authorize the use of Fire Department van sale revenue (\$4,000) to be applied to FY23 operating costs associated with improvements to the new Fire Department van
In 2022, the Waitsfield Fayston Fire Department sold their old utility van for a revenue of \$4,000 which was split 60/40 between Waitsfield and Fayston and put into both Town's respective Fire Department reserves. The Fire Department would like to use that revenue

toward improvements to the new utility van and not have to draw that funding from their current FY23 budget.

e. Approve 2023 Certificate of Highway Mileage

The Mileage Certificate must be filled out by the Town annually in order to determine our share of state aid for town highways. There are no changes in the past year. The Selectboard needs to review and sign off on the certificate which Annie will submit to VTrans.

Item II.12. Town Administrator's Updates

Updates to be provided at the meeting.

III. OTHER BUSINESS

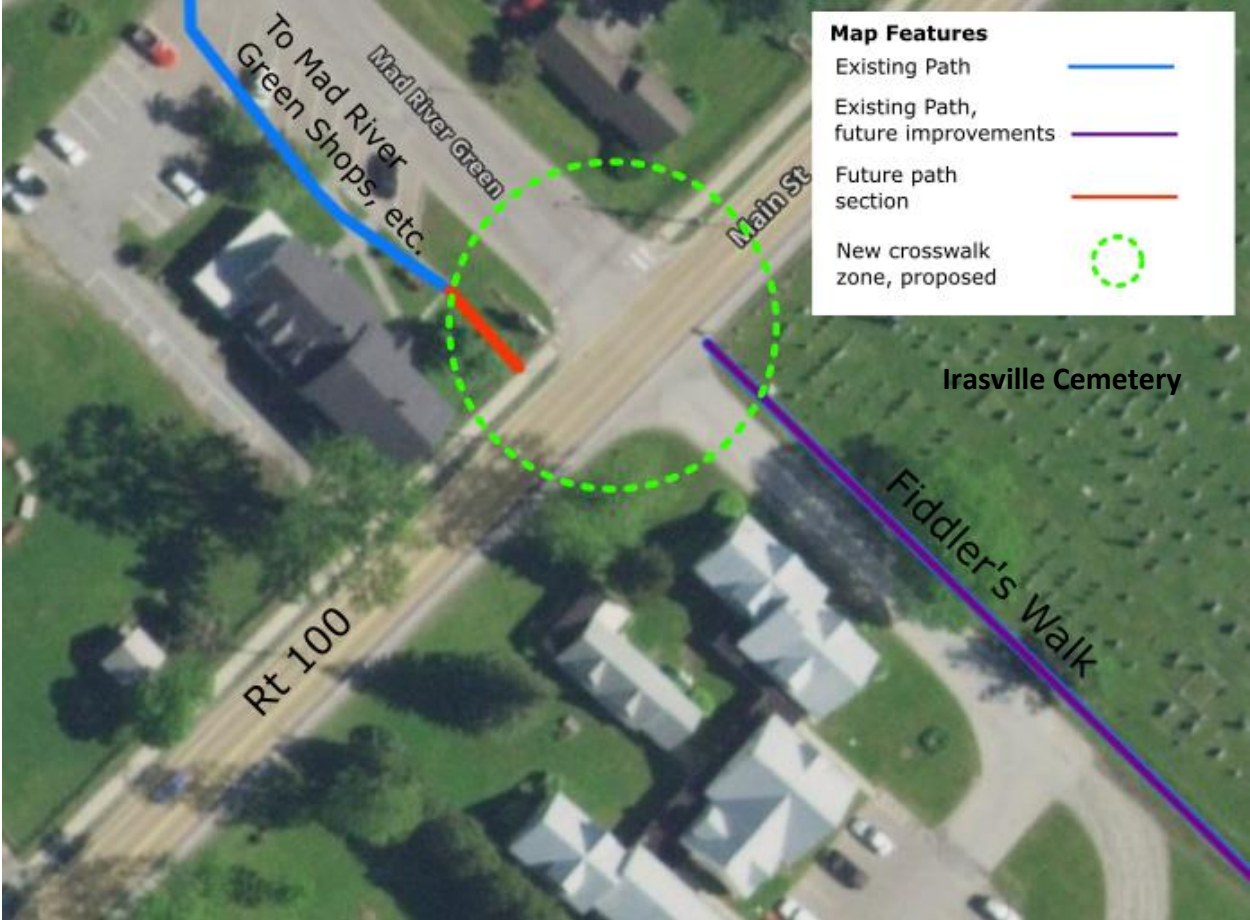
Item III.1. Correspondence/Documents/Reports received

- a. Letter from VT Department of Taxes – Amended 2022 Equalization Study Results (rcvd. 2/2/23)

Irasville Downtown Multi-Use Path Connection, MRV VOREC Project

“Northern” crosswalk proposed area

Mad River Path





ARPA Applications Received

Project #	Applicant	Project Idea	Date Received	Amount Requested	Total Project Cost	Requested % to be funded by Waitsfield ARPA	Location	Project Status? (proposed, planning, permitting?)
1	Neck of the Woods	Raising these funds to build a commercial kitchen and cafeteria to become a Head Start Program. The closest Head Start programs are Barre and Montpelier	10/2/22	\$25,000.00	\$190,000.00	13%	1673 Main Street, Waitsfield	Planning with other funding applications and permit applications in process (submitted ARPA requests to Moretown, Fayston, and Warren as well as CIP grant)
2	Free Wheelin'	Purchase an electric vehicle with support requested from Fayston, Moretown, and Warren as well. Free Wheelin' will make up any difference.	10/7/22	\$10,000.00	\$90,000.00	11%	5308 Main Street #20 (Downstreet)	Applied for funding from the other three towns. Will work with Downstreet on a grant application for the charging station.
4	The Valley Players	Lost revenue due to covid shut downs and needed public safety upgrades to the building (sprinkler system, egress path, exists signs and emergency lighting, etc.)	10/18/22	\$75,000.00	\$100,000.00	75%	4254 Main Street, Waitsfield	Have applied for funding from Lawson's sunshine fund and VT Arts Council (up to ~17,000 of project funds)
5	MRV Senior Citizens	To support the Meals on Wheels program which has been greatly impacted by covid and associated inflation. 19 Waitsfield residents currently utilize the Meals on Wheel program.	10/28	\$7,500.00	\$106,488.00	7%	across the MRV	Have applied for funding to all MRV towns, have yet to hear back
6	MRV TV	Extend wireless internet to the power sports field at Harwood High School to better broadcast sporting and other town events	10/31	\$250.00	\$2,079.00	12%	Harwood High School (458 Vermont Rte 100, Moretown, VT 05660)	Have applied to rotary, school district, and the three other valley towns for funding as well
7	Couples Club	to purchase and install a new backstop behind the SE baseball diamond	11/17	\$30,000.00	\$40,000.00	75%	4751 Main Street, Waitsfield	Have not applied to other funding sources (operate valley wide) and are not aware of other permits that are needed
9	SKATIUM Ice Rink	complete a feasibility study to determine if there is a benefit to turning the Skatium into an open air multi use roofed facility	11/17/22	\$7,000.00	\$20,000.00	35%	40 Slow Road, Waitsfield	Have asked Fayston & Warren for funding as well and MR VRD has contributed funding (how much)?
10	Spring Hill School	Rehab Spring Hill School's outdoor learning space and 20 year old equipment. Funding for new swingset/climbing structure, landscape mgmt, covered outdoor learning space, greenhouse, improve whole space for all weather use. Labor to be provided via volunteers.	11/17	\$6,000.00	\$15,000.00	40%	63 Spring Hill Road, Waitsfield	funds have been requested to all HUUSD towns (waitsfield, fayston, moretown, warren, duxbury, waterbury?)
12	Downstreet Housing & Community Development	Create a welcome outdoor recreation space for Mad River Meadows including a kiosk at the entrance to the MR Meadows Trail, creation of a pavillion, paved half-court basketball court, and a playground.	11/18	\$61,000.00	\$67,272.00	91%	144 Butcher House Drive (Mad River Meadows)	Have also asked local businesses, MRV housing coalition, and a private foundation for additional funding. Have not applied to other towns for funding. Town zoning permits, etc. are needed.
13	Harwood Union Unified School District	Replace old florescent light fixtures at Harwood & Waitsfield School with new LED fixtures and replacement bulbs.	11/18	\$20,000.00	\$50,000.00	40%	Harwood High School & Waitsfield Elementary School	Final budget numbers still needed once a contractor proposal is received. Also asking Efficiency VT / HUUSD for support. Grant requests will be made to other towns but haven't yet.
15	MRV Conservation & Recreation Visioning (CRV) Steering Committee	Process for balancing outdoor recreation and ecological integrity	11/18	\$5,000.00	\$80,000.00	6%	valley wide	\$55K from VOREC, \$5K from MRV Rec. District and \$5K from Fayston (have also asked Warren). Have also applied to Lawson's sunshine fund.

16	The MRV Village	To develop a digital community hub to lean/share about the MRV.	11/18	\$1,500.00	\$20,000.00	8%	valley wide	Asking from funding from duxbury, moretown, fayston, warren, and other public/private funds
17	Mad Valley Sports	Help support the Mad Marathon after lost revenue resulting from 2020 race cancellation and a smaller field in 2021	12/5/22	\$20,000.00	\$120,392.00	17%	valley wide	Asking for funding from Mad River Valley Rec. District as well
18	Waitsfield Children's Center	To insall an updated water system to accomodate more children	1/4/23	\$25,000.00	\$75,000.00	33%	6307 Main Street, Waitsfield	Still working through the permitting process and coordinating with Lady of the Snows (the building owner). Also applying for an ACCD CRRP grant.
19	Waitsfield UCC - Village Meeting House	Construct a new, ADA accessible, covered ramp adjacent to the ADA parking spaces	1/5/23	\$30,000.00	\$40,162.00	75%	4335 Main Street, Waitsfield	Also requested funds from Warren and are pursuing local donations.

TOTAL REQUESTED \$323,250.00

ARPA Advisory Committee Allocation Recommendation

January 18, 2023

Project	Applicant	Total Score	Recommended to be Allocated	Detail
1	Neck of the Woods	15	\$25,000.00	100% of requested amount
2	Free Wheelin'	15	\$10,000.00	100% of requested amount
5	MRV Senior Citizens	15	\$7,500.00	100% of requested amount
6	MRV TV	15	\$250.00	100% of requested amount
18	Waitsfield Children's Center	15	\$20,000.00	100% of requested amount
10	Spring Hill School	14	\$4,500.00	75% of requested funding
13	Harwood Union Unified School District	14	\$15,000.00	75% of requested funding
16	The MRV Village	14	\$1,125.00	75% of requested funding
19	WUCC - Village Meeting House	14	\$22,500.00	75% of requested funding
17	Mad Valley Sports	13	\$5,000.00	25% of requested amount
4	The Valley Players	11	\$18,750.00	25% of requested amount
12	Downstreet Housing & Community	11	\$19,620.00	funding for the playground project
7	<i>Couples Club</i>	11		<i>consider this request if more funding becomes available</i>
9	<i>SKATIUM Ice Rink</i>	11		<i>consider this request if more funding becomes available</i>
12	<i>Downstreet Housing & Community</i>	11		<i>consider this request if more funding becomes available</i>
15	<i>MRV Conservation & Recreation Visioning</i>	14		<i>consider this request if more funding becomes available</i>

TOTAL \$149,245.00

Waitsfield Wastewater Project Proposed Planning Structure

Project Teams

- **Project Coordination Team (PCT)** - Oversee big picture planning and ensure tasks assigned to each project team are completed on time
 - Members
 - Josh, MRVPD (lead)
 - Annie, Town of Waitsfield (support)
 - JB, Town of Waitsfield (support)
 - Meets weekly (1 hour)
- **Engineering / Technical Team (ETT)** - Liaise with respective boards, work directly with Dubois & King on the PER and future engineering/design,
 - Members
 - Bob Cook, PC
 - Chach Curtis, SB
 - Robin Morris, WC
 - Jon Ashley, D&K
 - Josh, MRVPD (support)
 - Meets bi-weekly (1.5 hours) and as needed
- **Funding Team (FT)** - Takes the lead on preparing funding applications, grant administration, and pursuing funding sources
 - Members
 - JB (grant application lead)
 - Randy, Town of Waitsfield (grant admin)
 - Josh (pursuing funding sources lead)
 - Jon (grant application assistance)
 - Meets bi-weekly (1.5 hours) and as needed
- **Public Outreach Team (POT)**
 - Members
 - Annie (lead)
 - Josh (support)
 - Chach (represent the project at meetings, make presentations)
 - Other?
 - Meets bi-weekly (1.5 hours) and as needed, especially before events

Waitsfield Wastewater Project Proposed Planning Structure

Project Timeline

Duration: January 2023 - March 2024 (Town Meeting)

- **Preliminary Engineering Report (now - June 2023)**
 - **Engineering / Technical Team**
 - Ongoing Tasks
 - Meeting Frequency: Bi-monthly
 - Share weekly summaries (meeting & work) to PCT via GDoc form (for further distribution)
 - Work with Dubois & King to go over their work and review questions they might have (ETT)
 - Work with D&K to make sure they are sticking to the project calendar (ETT, JS minor)
 - Communicate progress of work and capacity scenarios
 - Debrief at monthly ETT meetings (ETT)
 - Prepares updates to respective boards (AD, JW)
 - Community meetings (POT, ETT, SB, PCT)
 - Develop a WW scenario recommendation (ETT, PCT)
 - Present to SB and PC (PCT)
 - Select a WW scenario (SB)
 - SB and Water Commission to coordinate in order to make a determination on water connections. (SB, WC, AD)
 - Begin work on Project Design Agreement/Contract (ETT, AD/Selectboard)
 - **Funding Team**
 - Meeting Frequency
 - Bi-monthly
 - Pursue opportunities for funding the Design Phase and potential future construction Phase (FT)
 - Step 2 Design Loan
 - PPL
 - Project Based TIF
 - NBRC
 - EDA
 - Work on funding applications (FT)
 - Reporting for CWSRF Repayments for Feasibility Study and PER Loan (FT, Randy)
 - **Public Outreach Team**
 - Ongoing Tasks
 - Meeting Frequency: Bi-monthly and as needed
 - Share weekly summaries (meeting & work) to PCT via GDoc form (for further distribution)
 - Explore opportunities to visit communities that have successfully implemented similar wastewater solution projects (POT, PCT)
 - D&K outreach (Chris Sargent)

Waitsfield Wastewater Project Proposed Planning Structure

- Story Map
- Support of other outreach efforts
- Community Meeting (April)
 - Focus: Provide a complete project overview to date (no new info presented)
 - Prepare materials and outreach (POT)
 - Reserve room/day of logistics (POT)
 - Attend, present, and answer questions (POT, PCT, ETT, SB, PC)
- 30/60/90 meetings for D&K to present the findings of their PER work to the Selectboard
 - website/newspaper/front porch forum updates (POT)
 - Presentation and questions (ETT, PCT)
- Community Meeting (June/July)
 - Focus: Present the selected wastewater scenario
 - Prepare materials and outreach (POT)
 - Reserve room/day of logistics (POT)
 - Attend, present, and answer questions (POT, PCT, ETT, SB, PC)
- Town Webpage w/ project overview and regular updates (POT)
- VR / pamphlets / FPF (POT)
- **Project Design (July 2023 - March 2024) - Start date due to state fiscal calendar**
 - **Project Management Team**
 - Check-in meeting with Selectboard ETA Summer 2023
 - Revisit Timeline
 - Revisit Target Dates
 - Revisit Project Organization Ideas document
 - Coordinate with PC's bylaw & Irasville Master Planning efforts
 - **Engineering / Technical Team**
 - Ongoing Tasks
 - Meeting Frequency: Bi-Weekly and as needed
 - Share weekly summaries (meeting & work) to PCT via GDoc form (for further distribution)
 - Negotiate final Project Design contract (ETT, SB/AD)
 - Work with D&K on design including answering questions they have (ETT)
 - Work on acquiring potential easements and landowner permissions as needed (SB, ETT, PCT)
 - **Funding Team**
 - Submit funding applications for Design Work (Step 2 CWSRF) - 7/1 their priority list released. Waitsfield will be on it due to existing PER efforts (FT)
 - Pursue funding opportunities for construction/build out (FT)
 - See above
 - Make applications for funding opportunities (FT)

Waitsfield Wastewater Project Proposed Planning Structure

- Prepare a funding plan to bring to voters for Town Meeting '24 (goal) and prepare Article of Town Meeting warning (potential bond vote) (SB, FT, PCT)
- **Public Outreach Team**
 - Website updates / VR articles / pamphlet (mailer?) / FPF / other print media (POT)
 - Multiple Community Meetings - build support for potential bond vote in March '24 (POT)
 - Meet with stakeholder groups, engage in dialogue to understand and address concerns (POT)
 - Prepare presentation for SB budget meetings and Town Meeting '24 (POT)

MRVPD Role (in detail, as included above)

- Project Coordination Team Lead
 - Oversee big picture planning and ensure tasks assigned to each project team are completed on time
- Participate in all Team activities
 - Project Coordination Team
 - Lead
 - Engineering / Technical Team
 - Support and connector
 - Funding Team Support
 - Pursuing funding sources lead and participation on Funding Team
 - Support & connector
 - Public Outreach Team
 - Co-lead with AD
- PCT Lead Weekly Update
 - GDoc form updated weekly team meetings
- Participate in all presentations
 - Key for organization activities (party planning) and outreach

INSERT DATE

The Honorable INSERT LEGISLATOR NAME
Vermont State House
115 State Street
Montpelier, VT 05633-5301
VIA EMAIL: INSERT EMAIL ADDRESS

Dear INSERT LEGISLATOR TITLE AND NAME:

As the Vermont Legislature considers ways to increase capacity in rural municipalities, please consider giving rural communities access to the same powerful tool Vermont's urban communities have had for decades: tax increment financing.

I am writing in support of project-based tax increment financing, a right-sized tax increment financing program that allows small communities to pledge future municipal and education tax growth to pay off the bonds of a public infrastructure project that catalyzed that growth. This program is significantly different than the existing tax increment financing district program. The existing program allows for multiple infrastructure projects. This program allows just one. The existing program pledges the increased revenue from hundreds of parcels. The project-based program contemplates limiting it to a dozen or so parcels in each community. These big changes mean small towns could rely on the program to help pay for the infrastructure we need to build housing and improve the quality of life in rural Vermont.

We need this tool now. In INSERT TOWN NAME, we are working on a project that could benefit from project-based tax increment financing. Despite the Local Fiscal Recovery Fund money our community received last year and the federal and state competitive funding available, I anticipate our project will require our community to take on significant debt to complete the project. INSERT ONE SENTENCE DESCRIPTION OF THE PROJECT. Project-based tax increment financing would enable the community to take on debt for a portion of the project and repay that debt using a portion of the tax increases resulting from the project.

Unlike larger TIF districts, I believe this program will be within reach of even the smallest communities. They'll be able to access assistance from regional planning commissions and regional development corporations as well as private consultants to help complete the required planning, implementation and compliance for these new tax increment projects. The existing program requires a complex network of consultants, accountants and experts that has led to the program being inaccessible.

In previous years, both the House Commerce Committee and the Senate Economic Development Committee have included a version of the project-based tax increment financing program in their economic development bills. The Vermont Agency of Commerce and Community Development is once again advocating for project-based tax increment financing during this Legislative session. I hope you will help this year by insisting on including project-based tax increment financing in any capacity, housing or

economic development bill that comes before the Vermont Legislature.

Sincerely,

XXXXXX

DRAFT

Project-Based Tax Increment Financing

TAX INCREMENT FINANCING PROJECT DEVELOPMENT;

(a) Definitions. As used in this section:

(1) “Committed” means pledged and appropriated for the purpose of the current and future payment of tax increment financing and related costs as defined in this section.

(2) “Coordinating agency” means any public or private entity from outside the municipality’s departments or offices and not employing the municipality’s staff, which has been designated by a municipality to administer and coordinate a project during creation, public hearing process, approval process, or administration and operation during the life of the project, including overseeing infrastructure development, real property development and redevelopment, assisting with reporting, and ensuring compliance with statute and rule.

(3) “Financing” means debt incurred, including principal, interest, and any fees or charges directly related to that debt, or other instruments or borrowing used by a municipality to pay for improvements and related costs for the approved project, only if authorized by the legal voters of the municipality. Payment for eligible related costs may also include direct payment by the municipality using the tax increment. If interfund loans within the municipality are used as the method of financing, no interest shall be charged.

(4) “Improvements” means the installation, new construction, or reconstruction of infrastructure that will serve a public purpose, including utilities, transportation, public facilities and amenities, land and property acquisition and demolition, brownfield remediation, and site

preparation. For remediation of a brownfield, this shall include the cost of the site preparation needed to stimulate development or redevelopment in the TIF Project Zone as identified in clean-up documentation approved by the Vermont Agency of Natural Resources. “Improvements” also means the funding of debt service interest payments.

(5) “Legislative body” means the mayor and alderboard, the city council, the selectboard, and the president and trustees of an incorporated village, as appropriate.

(6) “Municipality” means a city, town, or incorporated village.

(7) “Original taxable value” means the total valuation as determined in accordance with 32 V.S.A. chapter 129 of all taxable real property located within the TIF project zone as of the creation date, provided that no parcel within the project shall be divided or bisected.

(8) “Project” means a public improvement, as defined in subdivision (4) of this subsection (a). A project must meet one of the following four criteria:

(i) The development includes new or rehabilitated affordable housing, as defined in 24 V.S.A. § 4303.

(ii) The project will affect the remediation and redevelopment of a Brownfield. As used in this section, “brownfield” means an area in which a hazardous substance, pollutant, or contaminant is or may be present, and that situation is likely to complicate the expansion, development, redevelopment, or reuse of the property.

(iii) The development will include at least one entirely new business or business operation or expansion of an existing business within the project, and this business will

provide new, quality, full-time jobs that meet or exceed the prevailing wage for the region as reported by the Department of Labor.

(iv) The development will enhance transportation by creating improved traffic patterns and flow or creating or improving public transportation systems.

(9) “Related costs” means expenses incurred and paid by the municipality, exclusive of the actual cost of constructing and financing improvements, that are directly related to the creation and implementation of the project, including reimbursement of sums previously advanced by the municipality for those purposes and use of a coordinating agency. Related costs may not include direct municipal expenses such as departmental or personnel costs.

(10) “TIF project zone” means an area where approved development or redevelopment is occurring.

(b) The Vermont Economic Progress Council is authorized to approve tax increment financing projects, provided, however, that there shall not be more than one project per municipality.

(c) General authority. Under the pilot program established in subsection (b) of this section, a municipality, upon approval of its legislative body, may apply to the Vermont Economic Progress Council pursuant to the process set forth in subsection (e) of this section to use tax increment financing for a project.

(d) Eligibility.

(1) A municipality is only authorized to apply for a project under this section if:

(A) the municipality needs to make infrastructure improvements to incentivize community development; and

(B) the municipality must demonstrate:

(i) the proposed infrastructure improvements and the projected development or redevelopment are compatible with confirmed municipal and regional development plans and the project has clear local and regional significance for employment, housing, brownfield remediation, or transportation improvements;

(ii) leveraging of sources of revenue from local, State, or federal programs and that additional funding is needed to complete the project;

(iii) an ability to manage the project with requisite experience and a plan for fiscal viability.

(2) A municipality with an approved tax increment financing district is not authorized to apply for a project under this section.

(e) Approval process. The Vermont Economic Progress Council shall do all of the following to approve an application submitted pursuant to subsection (c) of this section:

(1)(A) Review each application to determine that the infrastructure improvements proposed to serve the project and the proposed development in the project would not have occurred as proposed in the application, or would have occurred in a significantly different and

less desirable manner than as proposed in the application, but for the proposed utilization of the incremental tax revenues.

(B) The review shall take into account:

(i) the amount of additional time, if any, needed to complete the proposed development for the project and the amount of additional cost that might be incurred if the project were to proceed without education property tax increment financing;

(ii) how the proposed project components and size would differ, if at all, including, if applicable to the project, the number of units of affordable housing, as defined in 24 V.S.A. § 4303, without education property tax increment;

(iii) the lack of new construction in the municipality, indicated by a stagnant or declining grand list value as determined by the Department of Taxes, considering both the total full listed value and the equalized education grand list value; and

(iv)(I) the amount of additional tax revenue expected to be generated as a result of the proposed project;

(II) the percentage of that revenue that shall be paid to the Education Fund;

(III) the percentage that shall be paid to the municipality; and

(IV) the percentage of the revenue paid to the municipality that shall be used to pay financing incurred for development of the project and related costs.

(2) Process requirements. Determine that each application meets all of the following requirements:

(A) The municipality held public hearings and established a project.

(B) The municipality has developed a tax increment financing project plan, including a project description; a development financing plan; a pro forma projection of expected costs; a projection of revenues; a statement and demonstration that the project would not proceed without the allocation of a tax increment; evidence that the municipality is actively seeking or has obtained other sources of funding and investment; and a development schedule that includes a list, a cost estimate, and a schedule for public improvements and projected private development to occur as a result of the improvements. The creation of the project shall occur at 12:01 a.m. on April 1 of the calendar year the municipal legislative body votes to approve the tax increment financing project plan.

(C) the municipality has approved or pledged the utilization of incremental municipal tax revenues for the purposes of the project in the proportion set for in subsection (i)(2) of this section.

(3) The Vermont Economic Progress Council shall determine there is a relationship between the improvement and the expected development and redevelopment for the project and expected outcomes in the TIF Project Zone.

(f) Incurring indebtedness.

(1) A municipality approved under the process set forth in subsection (e) of this section may incur indebtedness against revenues to provide funding to pay for improvements and related costs for the project development.

(2) Notwithstanding any provision of any municipal charter, the municipality shall only require one authorizing vote to incur debt through one instance of borrowing to finance or otherwise pay for the tax increment financing project improvements and related costs; provided, however, that a municipality may present one or more subsequent authorization votes in the event a vote fails. The municipality shall be authorized to incur indebtedness only after the legal voters of the municipality, by a majority vote of all voters present and voting on the question at a special or annual municipal meeting duly warned for the purpose, authorize the legislative body to pledge the credit of the municipality, borrow, or otherwise secure the debt for the specific purposes so warned.

(3) Any indebtedness shall be incurred within five years from the date of approval by the Vermont Economic Progress Council.

(g) Original taxable value. As of the date the project is approved by the legislative body of the municipality, the lister or assessor for the municipality shall certify the original taxable value and shall certify to the legislative body in each year thereafter during the life of the project the

amount by which the total valuation as determined in accordance with 32 V.S.A. chapter 129 of all taxable real property located within the project has increased or decreased relative to the original taxable value.

(h) Tax increments.

(1) In each year following the approval of the project, the lister or assessor shall include not more than the original taxable value of the real property in the assessed valuation upon which the treasurer computes the rates of all taxes levied by the municipality and every other taxing district in which the project is situated, but the treasurer shall extend all rates so determined against the entire assessed valuation of real property for that year. In each year, the municipality shall hold apart, rather than remit to the taxing districts, that proportion of all taxes paid that year on the real property within the project that the excess valuation bears to the total assessed valuation. The amount held apart each year is the “tax increment” for that year. Not more than the percentages established pursuant to subsection (i) of this section of the municipal and State education tax increments received with respect to the project and committed for the payment for financing for improvements and related costs shall be segregated by the municipality in a special tax increment financing project account and in its official books and records until all capital indebtedness of the project has been fully paid. The final payment shall be reported to the treasurer, who shall thereafter include the entire assessed valuation of the project in the assessed valuations upon which municipal and other tax rates are computed and extended and thereafter no taxes from the project shall be deposited in the project’s tax increment financing account.

(2) In each year, a municipality shall remit not less than the aggregate original taxable value to the Education Fund.

(3) Notwithstanding any charter provision or other provision, all property taxes assessed within a project shall be subject to the provision of subdivision (1) of this subsection. Special assessments levied under 24 V.S.A. chapters 76A or 87 or under a municipal charter shall not be considered property taxes for the purpose of this section if the proceeds are used exclusively for operating expenses related to properties within the project and not for improvements within the district, as defined in subdivision (a)(3) of this section.

(4) Amounts held apart under subdivision (1) of this subsection shall only be used for financing and related costs as defined in subsection (a) of this section.

(i) Use of tax increment.

(1) Education property tax increment. For only debt incurred within the period permitted under subdivision (e)(3) of this section after approval of the project, up to 80 percent of the education tax increment may be retained to service the debt and related costs, beginning with the first year in which debt is incurred for the project. Upon incurring the first debt, a municipality shall notify the Department of Taxes and the Vermont Economic Progress Council of the beginning of the retention period of the education tax increment.

(2) Use of the municipal property tax increment. For only debt incurred within the period permitted under subdivision (e)(3) of this section after approval of the project, not less than 100 percent of the municipal tax increment shall be retained to service the debt and related costs, beginning the first year in which debt is incurred for the project.

(3) Retention of tax increment shall continue until all debt is retired.

(j) Distribution. Of the municipal and education tax increments received in any tax year that exceed the amounts committed for the payment of the financing for improvements and related costs for the project, equal portions of each increment may be retained for the following purposes: prepayment of principal and interest on the financing, placed in a special account required by subdivision (g)(1) of this section and used for future financing payments, or used for defeasance of the financing. Any remaining portion of the excess municipal tax increment shall be distributed to the city, town, or village budget, in the proportion that each budget bears to the combined total of the budgets, unless otherwise negotiated by the city, town, or village, and any remaining portion of the excess education tax increment shall be distributed to the Education Fund.

(k) Information reporting. Every municipality with an approved project pursuant to this section shall:

(1) Develop a system, segregated for the project, to identify, collect, and maintain all data and information necessary to fulfill the reporting requirements of this section, including performance measures.

(2) Provide, as required by events, notification to the Vermont Economic Progress Council and the Department of Taxes regarding any tax increment financing development project debt obligations, public votes, or votes by the municipal legislative body immediately following such obligation or vote on a form prescribed by the Council, including copies of public notices, agendas, minutes, vote tally, and a copy of the information provided to the public in accordance with 24 V.S.A. § 1894(i).

(3) Annually:

(A) Ensure that the tax increment financing project account required by subdivision (h)(1) is subject to the annual audit prescribed in subsection (m) of this section. Procedures must include verification of the original taxable value and annual and total municipal and education tax increments generated, expenditures for debt and related costs, and current balance.

(B) On or before October 15 of each year, on a form prescribed by the Council, submit an annual report to the Vermont Economic Progress Council and the Department of Taxes, including the information required by subdivision (2) of this section if not already submitted during the year, all information required by subdivision (A) of this subdivision (3), and the information required by 32 V.S.A. § 5404a(i), including performance measures and any other information required by the Council or the Department of Taxes.

(l) Annual report. The Vermont Economic Progress Council and the Department of Taxes shall submit an annual report to the Senate Committees on Economic Development, Housing and General Affairs and on Finance and the House Committees on Commerce and Economic Development and on Ways and Means on or before ~~April~~ January 1 each year. The report shall include the date of approval, a description of the project, the original taxable value of the property subject to the project development, the scope and value of projected and actual improvements and developments in the TIF Project Zone, projected and actual incremental revenue amounts, and division of the increment revenue between project debt, the Education Fund, the special account required by subdivision (h)(1) and the municipal General Fund,

projected and actual financing, and a set of performance measures developed by the Vermont Economic Progress Council, which may include outcomes related to the criteria for which the municipality applied and the amount of infrastructure work performed by Vermont firms.

(m) Audit; financial reports. Annually, until the year following the end of the period for retention of education tax increment, a municipality with an approved project under this section shall on or before April 1, ensure that the project is subject to the annual audit prescribed in 24 V.S.A. § 1681 or 1690 and submit a copy to the Vermont Economic Progress Council. In the event that the audit is only subject to the audit under 24 V.S.A. § 1681, the Vermont Economic Progress Council shall ensure a process is in place to subject the project to an independent audit.

Procedures for the audit must include verification of the original taxable value and annual and total municipal and education tax increments generated, expenditures for debt and related costs, and current balance.

(n) Authority to issue decisions.

(1) The Secretary of Commerce and Community Development, after reasonable notice to a municipality and an opportunity for a hearing, is authorized to issue decisions to a municipality on questions and inquiries concerning the administration of projects, statutes, rules, noncompliance with this section, and any instances of noncompliance identified in audit reports conducted pursuant to subsection (m) of this section.

(2) The Vermont Economic Progress Council shall prepare recommendations for the Secretary prior to the issuance of a decision. As appropriate, the Council may prepare such recommendations in consultation with the Commissioner of Taxes, the Attorney General, and the

State Treasurer. In preparing recommendations, the Council shall provide a municipality with a reasonable opportunity to submit written information in support of its position. The Secretary shall review the recommendations of the Council and issue a final written decision on each matter within 60 days of the receipt of the recommendations. The Secretary may permit an appeal to be taken by any party to a Superior Court for determination of questions of law in the same manner as the Supreme Court may by rule provide for appeals before final judgment from a Superior Court before issuing a final decision.

(o) The Vermont Economic Progress Council is authorized to adopt policies that are consistent with the 2015 TIF Rule, as may be modified by subsequent rule, to implement this section.

Sec. 7. EFFECTIVE DATE

This act shall take effect on July 1, 2023.



TOWN OF WAITSFIELD

Resolution to Appoint Town Treasurer

WHEREAS, the Town Treasurer plays a vital role in the management of the finances of the municipality; and

WHEREAS, the Town Treasurer's mission is to carry out the financial responsibilities that are assigned to the office under State law, as well as to support the needs of the Town through other duties assigned from time to time by or through the Selectboard; and

WHEREAS, primary among the Town Treasurer's statutory responsibilities are keeping of all of the Town's funds, including receipt, investment and disbursement of funds; keeping a record of taxes voted, billed and collected; collecting other funds receivable by the Town; and paying orders drawn on Town account; and

WHEREAS, the Town Treasurer cooperates with the annual audit process and provides the Selectboard and other officials with essential information about the Town's finances; and

WHEREAS, the Town Treasurer is appointed by the Selectboard in accordance with the municipal charter to a term of not less than one year nor more than three years; and

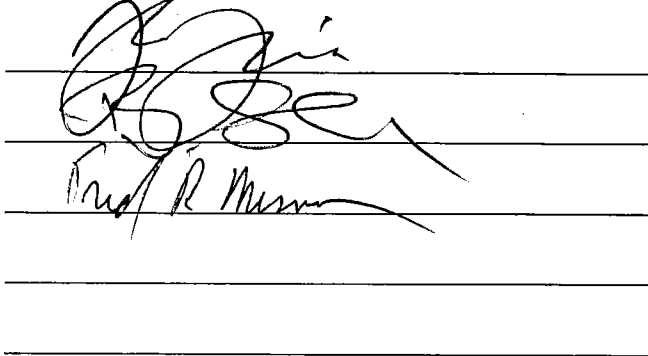
WHEREAS, The Town Treasurer shall be subject to the Waitsfield personnel policies as may be amended from time to time; and

WHEREAS, the Town Treasurer may also serve as the Assistant Town Clerk;

NOW, THEREFORE BE IT RESOLVED, that Sandra Gallup is hereby appointed to the office of Town Treasurer for a term of three years, with a term expiring at the end of March, 2024.

Dated at Waitsfield, Vermont, this 22nd day of March, 2021 by:

SELECTBOARD:



1 **TOWN OF WAITSFIELD, VERMONT**
2 **Selectboard Meeting Minutes**
3 **Monday, January 30, 2023**
4 **Draft**

5
6 **I. Call to Order:** The meeting was called to order at 6:30 pm by Christine Sullivan. The
7 meeting was held in person at the Waitsfield Town Offices and remotely via Zoom.

8 Members Present: Chach Curtis, Fred Messer, Brian Shupe, Christine Sullivan

9 Staff Present: Annie Decker-Dell'Isola (Town Administrator)

10 Others Present: Bob Cook (Cemetery Commission), Anthony Italiano (MRVTV), Gib Geiger
11 (Cemetery Commission), Curt Lindberg (Conservation Commission), Mark Peal (Cemetery
12 Commission)

13
14 **II. Regular Business.**

15
16 **1. Review agenda for addition, removal, or adjustment of any items per 1 VSA**
17 **312(d)(3)(A).**

18 No changes were made to the agenda.

19
20 **2. Public Forum.**

21 There were no comments provided.

22
23 **3. Review and adopt FY24 Draft Budget.**

24 Ms. Decker-Dell'Isola reviewed the adjustments made based upon the feedback provided at the
25 previous Board meeting and explained some other updates that had been made.

26
27 There was some discussion with Mr. Cook and Mr. Geiger regarding the funds needed by the
28 Cemetery Commission to cover expenses; due to the reduced investment income of the past year,
29 it was anticipated that up to \$17K would be required for the FY24 budget. They, along with Mr.
30 Peal, explained that there is minimal income received from sales and fees, and that the annual
31 cost of maintenance has averaged approximately \$27K recently.

32
33 Final edits were made to some aspects of the fourth road crew member expenses, the Sherriff's
34 Department allocation, non-profit appropriations, and reserve transfers.

35
36 Ms. Decker-Dell'Isola reviewed recent changes to the revenue tables, and an ARPA allocations
37 summary was provided.

38
39 The estimated cost of mowing and sidewalk plowing equipment had been reduced to \$75K; the
40 direct allocation and reserve fund amounts were adjusted accordingly.

41
42 It was agreed to request that Mary Jane Potter attend an upcoming meeting in order to review
43 Grand List information, assessments, and an upcoming reappraisal.

44
45 Ms. Decker-Dell'Isola confirmed that no funds will be transferred to the Capital West Reserve
46 fund until all conditions requested by the Board have been met.

47 **MOTION:** *A motion to adopt the budget as reviewed and adjusted in the amount of \$2,673,901*
48 *of which \$2,242,576 will be raised by taxes was made by Mr. Shupe. The motion was seconded*
49 *by Mr. Messer. All voted in favor.*

50

51 **4. Review and adopt Town Meeting 2023 Warning.**

52 The draft warning was reviewed and necessary edits incorporated.

53

54 **MOTION:** *A motion to approve the Warning for Town Meeting 2023 was made by Mr. Messer.*
55 *The motion was seconded by Mr. Shupe. All voted in favor.*

56

57 **5. Adopt Constable Job Description.**

58 Ms. Decker-Dell'Isola explained that this document has been reviewed, including a review by
59 the interested individual, who expressed no concerns with the contents. The intent is to hire the
60 Constable at the next Board meeting if all paperwork is in order.

61

62 **MOTION:** *A motion to approve the Constable Job Description was made by Mr. Messer. The*
63 *motion was seconded by Mr. Curtis. All voted in favor.*

64

65 **6. Consent Agenda.**

66

67 **MOTION:** *A motion to approve the consent agenda, consisting of the items listed below,*
68 *passed unanimously.*

69

- 70 • Approval of the Minutes of January 23, 2023.
- 71 • Bills Payable and Treasurer's Warrants.
- 72 • Approve Town Clerk's request to restore and digitize "Map Book 1" of Town records for
73 \$4,159

74

75 **7. Selectboard Roundtable**

76 Some housekeeping related to completion of the Town Report materials was covered.

77 **8. Town Administrator's Updates**

78 Ms. Decker-Dell'Isola noted that Kari Dolan has volunteered to serve as Moderator for Town
79 Meeting; both women will be attending an upcoming training.

80 She also indicated that she will be meeting with JB Weir and Joshua Schwartz regarding the
81 Project Management MOU for the Wastewater Project.

82 **9. Executive Session**

83 **MOTION:** A motion to enter Executive Session pursuant to 1 V.S.A. § 313 (a) (2) [Real Estate]
84 was made by Mr. Shupe. The motion was seconded by Mr. Messer. All voted in favor.

85

86 The meeting entered Executive Session at 7:37 pm and returned to open session at 8:02 pm

87

88 **III. Other Business**

89 **1. Correspondence/reports received** were reviewed.

90 **IV. Adjourn**

91 The meeting adjourned at 8:02 pm.

92 Respectfully submitted,

93 Carol Chamberlin, Recording Secretary



VERMONT DEPARTMENT OF PUBLIC SAFETY

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

FEDERAL PROGRAM TITLE
EMPG 20 Local Emergency Management and EOC Enhancement Grant

AGREEMENT WITH
Town of Waitsfield
Agreement #02140-31028C-036

Award Amount: \$1,198.01

DPS Financial Office Use Only

- Checked Unique Entity ID# Date: 2/2/23 Initials: MA
SAM.gov checked for Suspension and Debarment Exclusions Date: 2/2/23 Initials: MA
DPS Restricted Parties List Checked Date: 12/1/22 Initials: NB
Risk Assessment Completed Date: 2/2/23 Initials: MA
Subrecipient vs. Contractor Determination Form Completed Date: 12/1/22 Initials: NB
Single Audit Check & Delinquent SAR (VT Bulletin 5_Eligibility Query in VISION) Date: 12/1/22 Initials: NB
BGS Office of Purchasing & Contracting Debarment List Checked https://bgs.vermont.gov/purchasing-contracting/debarment Date: 12/1/22 Initials: NB
Certificate of Insurance Date: 2/2/23 Initials: MA
Executive Compensation Checked (if subaward \$30K or over) Date: Initials:
Entered In: VT Grant Tracking (VISION) Date: Initials:
FFATA (if \$30K or over) Date: Initials:
FFATA (if required) Executive Compensation Amount Date: Initials:

Federal Fund Standard Format to Non-State Subrecipients Only

VERMONT DEPARTMENT OF PUBLIC SAFETY

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

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 02140-31028C-036		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: EMPG 20 Local Emergency Management and EOC Enhancement Grant			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 1,198.01	
⁶ Total Award Amount: \$ 1,198.01			
⁷ Award Start Date: Execution Date		⁸ Award End Date: 9/15/2023	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 40590		¹¹ Grantee Name: Town of Waitsfield	
¹² Grantee Address: 4144 Main Street			
¹³ City: Waitsfield		¹⁴ State: VT	
¹⁵ Zip Code: 05673			
¹⁶ State Granting Agency: Department of Public Safety			¹⁷ Business Unit: 02140
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$1,198.02 Description: 50% Match	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee UEI #: KJCLKHN5FKW8		²² Indirect Rate: _____% <small>(Approved rate or de minimis 10%)</small>		²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): Jun-06				²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS							
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund	\$0.00	\$0.00	\$0.00				
Special Fund	\$0.00	\$0.00	\$0.00				
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00				
Other State Funds	\$0.00	\$0.00	\$0.00				
FEDERAL FUNDS <i>(includes subrecipient Global Commitment funds)</i>						Required Federal Award Information	
³¹ Assistance Listings# (formerly CFDA#)	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.042	EMPG 20 Local Emergency Management and EOC Enhancement Grant	\$0.00	\$1,198.01	\$1,198.01	EMB-2020-EP-00006	10/1/2019	\$3,063,060.00
³⁹ Federal Awarding Agency: Department of Homeland Security-FEMA			⁴⁰ Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				

STATE OF VERMONT GRANT AGREEMENT			Part 1-Grant Award Detail			
		\$0.00	\$0.00	\$0.00		\$0.00
Federal Awarding Agency:			Federal Award Project Descr:			
		\$0.00	\$0.00	\$0.00		\$0.00
Federal Awarding Agency:			Federal Award Project Descr:			
Total Awarded - All Funds		\$0.00	\$1,198.01	\$1,198.01		
SECTION IV - CONTACT INFORMATION						
STATE GRANTING AGENCY			GRANTEE			
NAME: Nathalie Townsley			NAME: Fred Messer			
TITLE: Financial Administrator			TITLE: Emergency Management Director			
PHONE: (802) 272-0609			PHONE: 802-793-2238			
EMAIL: DPS.EMPGGroup@vermont.gov			EMAIL: fmesser@madriver.com			

Part 2- Grant Agreement

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

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

Subrecipient Federal Tax Identification Number: 03-6000726

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

Award Details: Amounts, dates and other award details are as shown in the above Agreement Part 1-Grant Award Detail. Detailed services to be provided by the Subrecipient are described in Attachment A.

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

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

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

Attachments: This Agreement consists of **20** pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

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

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

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Signature

Signature

Commissioner/Deputy Commissioner

Printed Name: _____

Title: _____

Date: _____

Date: _____

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

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

Objective:

Provide basic supplies and training to new Emergency Management Coordinator and other personnel and purchase AEDs.

Activity to be performed:

The Town of Waitsfield will:

- Obtain large (24" x 32") up-to-date roadmaps of the area with bridges and culverts annotated. These maps will be distributed to the Waitsfield EOC, the Waitsfield-Fayston Fire Department, and the Mad River Valley Ambulance Service. Updated maps will serve as a resource in coordinating emergency response operations. Bridge and culvert annotation will be important to addressing future flooding, one of the recurrent threats in the Mad River Valley (Qty 12).
- Obtain supplies and training for the newly appointed Waitsfield Emergency Management Coordinator.
- Obtain an additional AED unit to be staged in the Waitsfield EOC. Ensure this AED unit is compatible with existing EMS AED units to provide continuity of service and leverage future efficiency (Qty 1).

Performance Measures:

The Town of Waitsfield will complete these activities during the period of performance.

ATTACHMENT B PAYMENT PROVISIONS

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

Budget Detail:

Salaries and Benefits	\$
Contractual	\$
Supplies	\$ 264.00
Travel & Mileage	\$
Equipment *	\$ 2,132.03
Other Costs	\$
Indirect Cost **	\$
Total Federal Share	\$ 1,198.01
Total Non-Federal Share (Match)	\$ 1,198.02

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

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

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

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

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

PROGRAMMATIC REPORTING REQUIREMENTS:

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

¹ 2 CFR § 200.313 (d)(1)

² 2 CFR § 200.313 (d)(2)

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

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form. The reporting periods are October 1 – December 31 (due January 30), January 1 – March 31 (due April 30), April 1 – June 30 (due July 30), and July 1 – September 15 (due October 15).

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

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

- 1. Subrecipient will provide Financial Office with:**
 - a. Purchase Order, if invoice is dated after the end of the performance period, if applicable.**
 - b. Copy of Invoice.**
 - c. Copy of the Cancelled Check.**
 - d. Program Progress Report Form.**
 - 2. Requests for reimbursements, with complete Program Progress Report form must be submitted to the Vermont Department of Public Safety, no later than the end of the month following the month in which the expenses were incurred.**
 - 3. Subrecipient will track the grant funds to ensure that the project is completed before the expiration date.**
 - 4. Subrecipient will notify in writing of any proposed changes to the allowable expenditures.**
 - 5. Subrecipient will report all funds not expended upon completion of the project.**
 - 6. Either party can cancel this agreement within 30 days’ notice.**
 - 7. All expenses must be incurred by 9/15/2023. These expenses must be paid no later than the end of the month following the month in which the expenses were incurred.**
- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (**DPS Form ADM-116a**) with attached detailed documentation of incurred expenses paid to receive payment.
 - Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked “Goods/Services received, not paid.” DPS will process and make payment to Subrecipient. Next, the Subrecipient **MUST** make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive cash advance however they may be required to deposit funds in an interest-bearing account and possibly return interest earned more than \$500 per year (see 2 CFR §200.305(b)(8)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

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

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

Name: Nathalie Townsley
 Via mail: Vermont Department of Public Safety/Financial Office
 45 State Drive
 Waterbury, VT 05671-1300
 Via fax: 802-241-5553
 Via email: DPS.EMPGGroup@vermont.gov

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

CLOSEOUT:

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

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

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

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

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

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

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

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees

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

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

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage

including, but not limited to:
Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability
The policy shall be on an occurrence form and limits shall not be less than:
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations

concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

- A) Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B) Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C) Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the

Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

- D) Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

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

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

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

27. Termination:

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

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

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

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

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

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

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

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United

States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS**

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

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

1. LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. DRUG-FREE WORKPLACE

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

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

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

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

4. PROCUREMENT:

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

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

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

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

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

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

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

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

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

³ 2 CFR § 182
ADM-107a- January 2021

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

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

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

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

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

3. Notification of Organizational Changes Required:

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

i. having new or substantially changed systems

ii. having new compliance personnel

iii. loss of license or accreditation to operate program

iv. organizational restructuring.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

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

7. DISCLOSURE OF INFORMATION:

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

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

8. CONFLICT OF INTEREST

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

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

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

ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

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

Article I - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article II - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article III - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article IV - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article V - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VI - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article IX - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article XIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XIV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XV - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVI - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XVII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XVIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XIX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XX - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the

changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXIV - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXVIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXIX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial

assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXIV - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIX - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XL - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XLI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

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

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

**CERTIFICATE OF HIGHWAY MILEAGE
 YEAR ENDING FEBRUARY 10, 2023**

Fill out form, make and file a copy with the Town Clerk, and submit the Mileage Certificate on or before February 20, 2023 to: Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section via email to: aot.mileagecertificates@vermont.gov or if necessary via mail to: VTrans PPAID - Mapping Section, 219 North Main Street, Barre VT 05641.

We, the members of the legislative body of WAITSFIELD in WASHINGTON County on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305, added 1985, is as follows:

PART I - CHANGES TOTALS - Please fill in and calculate totals.

<i>Town Highways</i>	<i>Previous Mileage</i>	<i>Added Mileage</i>	<i>Subtracted Mileage</i>	<i>Total</i>	<i>Scenic Highways</i>
<i>Class 1</i>	0.000	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
<i>Class 2</i>	9.450	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
<i>Class 3</i>	20.02	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
<i>State Highway</i>	7.826	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
Total	37.296	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
* <i>Class 1 Lane</i>	0.000	<input type="text"/>	<input type="text"/>	<input type="text"/>	
* <i>Class 4</i>	5.94	<input type="text"/>	<input type="text"/>	<input type="text"/>	0.000
* <i>Legal Trail</i>	0.60	<input type="text"/>	<input type="text"/>	<input type="text"/>	

* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

- NEW HIGHWAYS:** Please attach Selectmen's "Certificate of Completion and Opening".
- DISCONTINUED:** Please attach SIGNED copy of proceedings (minutes of meeting).
- RECLASSIFIED/REMEASURED:** Please attach SIGNED copy of proceedings (minutes of meeting).
- SCENIC HIGHWAYS:** Please attach a copy of order designating/discontinuing Scenic Highways.

IF THERE ARE NO CHANGES IN MILEAGE: Place an X in the box and sign below.

PART III - SIGNATURES - PLEASE SIGN.

Signatures of Selectmen/ Aldermen/ Trustees: _____

Signature of T/C/V Clerk: _____ Date Filed: _____

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

APPROVED: _____
 Representative, Agency of Transportation

DATE: _____



RECEIVED

FEB - 2 2023

TOWN OF WAITSFIELD

State of Vermont
Department of Taxes
133 State Street
Montpelier, VT 05633-1401

Agency of Administration

Phone: (802) 828-5860
Fax: (802) 828-2239

December 23, 2022

Chair, Selectboard
Town of Waitsfield
223 Pine Hill Rd
Waitsfield, VT 05673

00141

AMENDED 2022 Equalization Study Results

Please use this letter to replace the Equalization Study results dated December 22, 2022 or December 23, 2022. This amendment includes Cable Personal Property in the Education Grand List (From 411). This amendment does not change your CLA, COD, or Equalized Education Grand List (EEGL). Every year we are required to certify the equalized education property value (EEPV or EEGL) and coefficient of dispersion (COD) for each Vermont town (32 V.S.A § 5406). This letter also communicates the Common Level of Appraisal (CLA) for your town and explains how it will impact your homestead and nonhomestead education tax rates.

Education Grand List (from 411):	\$384,291,609
Equalized Education Grand List (EEGL):	\$481,996,198
Common Level of Appraisal (CLA):	79.73% or 0.7973
Coefficient of Dispersion (COD):	19.85%

For a copy of your town final computation sheet and final certified sales report, please see:
tax.vermont.gov/municipal-officials

The **education grand list** listed here is what was reported by your town to the state on the 411 form with your town's cable (if applicable) and tax increment financing (TIF) amounts (if any) included. This number represents the town's total property value that is subject to the education property tax (from the most recent grand list available) and serves as the numerator in the computation of the CLA. Please note tax revenue from any TIF property value is subject to allocation (32 V.S.A. § 5404a).

The **equalized education grand list (EEGL)** represents PVR's statutorily-mandated estimate of total fair market value of the education grand list in your town and serves as the denominator in the computation of the CLA. To find out more about how the equalization study is conducted, how to read the certified sales report, and additional instructions on how to appeal your results, please see the "Introduction to Vermont's Equalization Study" document at:
tax.vermont.gov/municipal-officials

The **common level of appraisal (CLA)** is determined by dividing the education grand list by the equalized education grand list (32 V.S.A. § 5401). A number over 100% indicates that property in your town is generally listed for more than its fair market value. A number less than 100% indicates that property is generally listed for less than its fair market value. A CLA below 85% or over 115% necessitates a reappraisal (32 V.S.A § 4041a). The homestead and nonhomestead tax rates in your town will be adjusted by your town's CLA (32 V.S.A § 5402).



The nonhomestead rate in your town will be the statewide nonhomestead rate divided by your CLA. The homestead rate will be the town homestead rate (which is determined by the per-pupil spending of any school district(s) to which your town belongs) divided by the CLA. A CLA greater than 100% will result in a downward adjustment of tax rates, and a CLA less than 100% will result in upward adjustment.

To get answers to many common questions about tax rates and how they are determined and to see how the current year property tax rates for your town were calculated, please see the department's education tax resources at:

tax.vermont.gov/education-tax-rates

The **coefficient of dispersion (COD)** is a measure of how fairly distributed the property tax is within your town. It is calculated as the average of the (absolute) difference of each sales ratio (list price divided by sales price) in the study from the median ratio. That result is then divided by the median ratio to get the COD, which is expressed as a percent (32 V.S.A. § 5401). A high COD means that within your town many taxpayers are paying more than their fair share, and many are paying less than their fair share. A COD over 20% necessitates a reappraisal (32 V.S.A. § 4041a).

Appeals: A municipality may petition the director of Property Valuation and Review for a redetermination of its EEPV and/or COD (32 V.S.A. § 5408). All petitions must be in writing and signed by the chair of the municipality's legislative body. Petitions should contain a plain statement of matters being appealed and a statement of the remedy being sought. **Petitions must be received by PVR by the close of business on the 35th day after mailing of this letter.**

Additional instructions on appeals can be found in the "Introduction to Vermont's Equalization Study" document at:

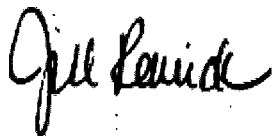
tax.vermont.gov/municipal-officials

We at PVR are aware that many towns are concerned about the change in the market due to the effects of Covid-19 over the past few years. Sales have increased generally in price and some towns have seen this more than others. This is a typical real estate market reaction which is seen when conditions in the world change such as economy, politics etc.

As a result, there are more towns experiencing large drops in their CLA. This is to be expected in a market shift. There will also be many more reappraisal orders going out to towns than in a typical year as a result. If you have concerns about your results you should talk with your District Advisor about what the best plan of action might be for your town.

If you have any questions, please contact your **district advisor**, or call 802-828-5860.

Sincerely,



Jill Remick, Director
Property Valuation and Review

cc: Assessor
Chair, School Board
Superintendent of Schools
Town Clerk