

Regular Selectboard Meeting
19 July 2023
6:00 PM
Town Office at Isle La Motte School and via Zoom

In Attendance: Mary-Catherine Graziano, Cary Sandvig, Laura Miraldi, Carol Stata, Steve Stata, Michael Simanskas, Barbara Callahan, Joel English, Mark Dostaler, Carmine Centrella, Peter Brzozowy, Anne Jobin-Picard, Sylvia Jensen, Robin Gutierrez, Neil Chaffee, Beth Meese (via Zoom), Louise Koss (via Zoom), Erin Gilligan (via Zoom), Cathy Tudhope (via Zoom), Michael Inners (via Zoom), Andrea Carbone

1. **Call to Order:** Meeting was called to order at 6:00 PM by Board Chair Mary-Catherine Graziano.
2. **Additions to agenda:** The following items were added to or revised on the agenda by motion of Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor.
 - *Isle La Motte School Transfer* - This discussion was moved to the first item on the agenda.
 - *Municipal Mitigation Grants* - This addition to the agenda was added to the Roadways agenda.
 - *Roadside Trimming + Poplar Removal at Seawall Update* - This discussion was moved to the Roadways agenda.
3. **Isle La Motte School Transfer:** Michael Inners, Chair of the Champlain Islands Unified Union School District (CIUUSD) Board, joined the meeting to review the status of the School transfer. While he has been approved to sign the Warranty Deed, Sylvia Jensen's title search research unearthed third-party transactions that neither CIUUSD or Isle La Motte school district were party to; CIUUSD feels it is not in the position to guarantee everything about the title. Mr. Inners indicated that he believes Ms. Jensen's concerns may be able to be addressed in the deed and will provide additional time for due diligence, but if the process will extend beyond month-end August the lease on the School will need to be formally renewed. Cary Sandvig motioned to approve Mary-Catherine Graziano to engage the Town's attorney on this matter, seconded by Mary-Catherine Graziano, all in favor. The Board opened the floor for questions; there were no inquiries from meeting participants.
4. **Executive Session:** At 6:06 PM Selectboard members present entered the session to review personnel/staffing, motioned by Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor; the Board returned at 6:20 PM. The Selectboard stated that due to external situations Road Commissioner Selby Turner had resigned. Board Chair Mary-Catherine Graziano noted that the Selectboard had accepted Mr. Turner's resignation, thanking him for his many years of service and for operating a financially responsible department for the Town. The vacant position will be discussed during the Roadways section of the meeting.
5. **Town Planning Commission/American Rescue Plan Act (ARPA) Committee Orientation + Kickoff:** Catherine Dimitruk from the Northwest Regional Planning Commission (NRPC) was present to speak to the two new volunteer groups.
 - *Municipal Technical Assistance Program (MTAP)* - As previously reported, the MTAP initiative is a new program offered by the State to assist low-resource communities assess and plan for an infrastructure, housing, climate change, or development project to benefit the community. It was determined that a community survey would be a good starting point for this project, and would serve as a starting point to kickoff work for the ARPA Committee and Town Planning Commission. This particular program can be combined with ARPA funds to deepen the Committee's impact.

- *NRPC Support* - Ms. Dimitruk stated that support provided to the two groups is currently unlimited; her staff will provide production assistance allowing the initiative volunteers to focus on project development. Sylvia Jensen asked if a grant could be sought to help fund NRPC, and while not required, there are grants available for such support which would need to be processed this fall for January 2024 funding.
- *First Meeting + Orientation* - It was determined that the Selectboard Chair would work with the two groups to establish agendas for their first meetings which will include the election of a chair and secretary and a more in-depth orientation. Steve Stata questioned the involvement of the Selectboard, and it was made clear that the Board will not take part in the planning after the first meeting and will only attend future meetings if invited; the Board will not influence the two groups. Mr. Stata indicated that in the 1980s there was an attempt to organize a Town Planning Commission; the Board Clerk will review documents at the Town Office to determine if there are any records that may be useful for the two groups as their work begins. Sylvia Jensen asked if there are other town plans for review and it was stated that the Alburgh plan would be beneficial to study. Peter Brzozowy asked if there are survey templates available, and Catherine Dimitruk indicated that her staff will work with the teams to develop surveys tailored to their specific needs. NRPC can attend the first meeting in person for both groups, then participate electronically as needed. The Board Chair indicated that the groups can establish how much support they would like from NRPC, the Selectboard, and each other at their first meetings. Additional discussion towards the end of this portion of the meeting included the following:
 - Barbara Callahan asked how soon the first meeting would be scheduled and the Board Chair indicated as soon as feasible.
 - Steve Stata asked if the Selectboard would circulate an email with a draft agenda and proposed first meeting date, which was agreed to.
 - Neil Chaffee asked if the Selectboard would help with the notification process for the first meeting, which was agreed to.
 - Steve Stata asked if the meetings would be advertised via print media and it was advised that the meetings must be physically posted at the Town Office, the old Town Hall, and the Post Office. Sylvia Jensen stated that if the Town has a website, it must also be posted there.
 - Sylvia Jensen asked if the Selectboard should be copied on all agendas, and it was advised that the two groups would need to discuss and decide on this topic.
 - Peter Brzozowy stated that the Selectboard would need to decide how often the two groups would need to report with updates and Cary Sandvig indicated that this would be negotiated with each team.
- *Demographic Studies* - The group discussed obtaining demographic studies; they are available from sources such as NRPC, but will need to be considered with caution in light of the Town's small population.
- *Open Meeting Laws* - It was made clear by Catherine Dimitruk that agendas need to be thorough, as only what is on an agenda for a meeting may be discussed. As well, group discussion of subject matter cannot occur outside formal meetings; group emails should only be used to prepare agenda topics. NRPC can provide both teams open meeting law reviews at their initial meetings. The past practice of working sessions has been eliminated, and it was also established that in order to be considered part of a meeting, you must be heard to be considered present, to be seen is a bonus.
- *Additional Grants* - At this time, additional grants noted on the agenda including Solar for All, Lake Champlain Islands Economic Development Corporation (LCIEDC), and Clean Water Projects will be placed on hold until the initiatives move forward with their planning.

6. **Recreation Department:** Chair Anne Jobin-Picard stated that the recent Hip Hop class was well attended and a Chi Walking event is scheduled for July 27th; details will be circulated to Town Hall for posting. Ms. Jobin-Picard reiterated the need for a revised insurance waiver, which she has been requesting for a while from the town office, and Board Chair Mary-Catherine Graziano said she will review the document directly with the Town's insurance carrier for modification.
- The raffle of four bikes given to the Recreation Department when the Isle La Motte Elementary School closed raised \$240.00 for the Department, the total which was handed over to the Town Treasurer on June 19, 2023. A recap of the raffle will be attached as an exhibit to the published meeting minutes.

7. **Administration**

- *Ratify Tax Rate Correction* - It was advised that the Local Agreement tax rate was incorrectly calculated; instead of 0.0041 the rate is 0.0057. The error has apparently been in place for several years, and it was found when the Treasurer and Assistant Treasurer were loading the financials into the Town's accounting software. This is the first tax season for the Town Office team, who assured Board Chair Mary-Catherine Graziano that the error will not be overlooked in the future when asked if this mistake will be avoided going forward. The correction was made prior to tax bills being issued. Cary Sandvig inquired if the error had been in place for several years did it need to be corrected, and the Treasurer and Assistant Treasurer confirmed that the calculation had to be corrected by law. A motion to ratify the corrected tax rate was made by Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor.
- *Records Digitization - Part I: Infrastructure* - The Selectboard has directed the Town Clerk to obtain additional bids for the infrastructure portion of the project as expenditures above \$5,000 require multiple bids per a statute passed in 2009. NOTE: A post-meeting review indicated that the statute was enacted in 2010. Two scopes of work will need to be written and issued for bid, one hosting the system on site and the other hosting via cloud service. Town Clerk Steve Mank indicated that he is able to write the scope, but noted that the preparation of the scope and bid process will take months, therefore digitization will not be completed in 2023, to which the Selectboard recognized. Mr. Mank will solicit feedback from other Towns on the process by which they upgraded their systems. Sylvia Jensen noted that she has heard that the system in place in North Hero is well-liked, but both Cary Sandvig and Steve Mank indicated that North Hero has experienced maintenance and security issues. Ms. Jensen asked if a grant could cover the digitization expense, and it was advised that the Town has already voted to set aside \$50,000.00 in funds towards the digitization.
- *Immediate Hardware and Software Purchases* - The Board directed the Town Clerk/Treasurer to present the proposals for hardware and firewall improvements to address immediate needs to ensure the continuity of operation at the Town Office; single quote expenses under the \$5,000 threshold will be reviewed and can be approved by the Selectboard. The Board Chair noted that improved communication was needed to ensure all are following the required statutes regarding spending and bid minimums, which also applies to the retaining of consultants.
- *June Financial Review* - Continuing the expense conversation, Mary-Catherine Graziano asked Steve Mank if he would be presenting the June financials at the next Selectboard meeting; the Treasurer confirmed that the review will be conducted.
- *Listers - Errors + Omissions* - Mary LaBrecque presented to the Board for approval paperwork regarding a camper that had been removed in the spring; it will not be subject to property tax for 2023. The Board approved and signed the required documents.
- *Approve minutes from 7/05 Selectboard meeting* - Motion to approve the prior Regular Selectboard Meeting minutes was made by Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor.

- *Warrants for payroll & payables*
 - 13 July 2023 payables for \$17,574.89 which included expenses for mowing of roadsides, law enforcement, mowing of town property, and audit expenses; motion to ratify Rusty Spaulding's signature was made by Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor.
 - 18 July 2023 payroll for \$2,145.72; motion to approve made by Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor.
 - 18 July 2023 payroll transfer for \$445.87 for the Internal Revenue Service; motion to approve made by Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor.
- *Tree Stand Ordinance* - It has been determined that the drafting of this ordinance is more complex than initially anticipated, largely due to the fact that tree stands can only be moved by game wardens. In light of this, the ordinance will take on a broader scope to protect Town property during hunting season to and include verbiage regarding tree stands. A motion was made by Cary Sandvig to approve the Board Chair to conduct another meeting with the attorney to discuss the ordinance, seconded by Mary-Catherine Graziano, all in favor.

8. Animal Control:

- *Delinquent Registration Letters* - There remain four households from 2022 who have yet to renew their dog licenses. In an effort to avoid issuing official letters, additional staff will now attempt to contact the households over the next two weeks to ascertain the status of unregistered dogs.

9. Roadways: As noted following the Executive Session, the Road Commissioner position is now vacant and the Roadways portion of the meeting focused on brainstorming a chain of command, establishing a process for requesting and approving road closures, and discussing the communication of approved road closures. Mary-Catherine Graziano will be the temporary chain of command; the Selectboard will hold a special meeting to establish a permanent solution.

- *Right of Way Permits* - A review of the paperwork and approval process for work in the Right of Way was conducted; this approval process was previously handled by the Road Commissioner, the paperwork has not changed, just the approval process. Permits will be completed and routed by the Town Office to Mary-Catherine Graziano; a detailed email procedure was provided to the Town Clerk and Assistant Town Clerk. The Chair will review the permit then solicit support from various community members to ensure the work is legitimate. If approved, road closures will be communicated to various law enforcement and rescue personnel, as well as the Post Office to ensure clear methods of egress are in place in case of emergency and to maintain the ongoing timely delivery of mail.
- *Commissioner Staffing* - An alternate solution to staffing a Commissioner was made which included the creation of a Road Clerk to handle purchasing, while the Selectboard would oversee the administration of roadwork. As the Selectboard does not have the expertise for such work, a new Commissioner will be hired. An advertisement will be posted and candidates will be pre-qualified prior to interviewing; the Board Chair noted that the position is demanding and requires financial acumen in order to manage what is the Town's largest expense. Cary Sandvig noted that the candidate should have expertise working on grants and liaising with state highway organizations, while Peter Brzozowy cautioned that the candidate will require administrative experience, not just highway experience, in order to succeed in the position. Barbara Callahan suggested reaching out to neighboring towns for an outline job description, while Sylvia Jensen suggested considering returning to an hourly rate rather than the \$4,000 annual stipend. Mary-Catherine Graziano stated that regardless of the method of pay, the budget must not be exceeded, but will investigate Ms. Jensen's suggestion of speaking to the Board of Listers to ascertain if the stipend could be increased based on a higher than projected 2023 grand list.

- *Municipal Mitigation Grants* - Referred to as the “Better Roads” grant, the State has awarded the Town \$10,000 after a pledge of \$2,500 was budgeted by the Town for 2023. The funds will be used primarily to address a culvert issue. A motion for the Board Chair to sign the agreement was made by Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor. A copy of the grant award will be attached as an exhibit to the published meeting minutes.
- Additional agenda items will be reviewed at future meetings once an interim Roadways chain of command is determined.

10. **Adjourn:** Meeting was adjourned at 8:10 PM, motioned by Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor.

Respectfully submitted on 22 July 2023 -
Andrea Carbone

Mary-Catherine Graziano

Rusty Spaulding

Cary Sandvig

Isle la Motte Recreation Department

Memo

To: Isle la Motte (ILM) Town Treasurer
From: Laura Miraldi on behalf of the ILM Recreation Council
CC: Selectboard & Recreation Council Members
Date: July 19, 2023

1. After the closure of the ILM elementary school and anticipating the sale of the building to the town of Isle la Motte, the school district removed all materials they desired to keep on or about June 30, 2023, and offered items not wanted to the town of ILM. To my knowledge, this included books, furniture and 4 adult bicycles (all in used condition).
2. The ILM Recreation Council assumed ownership of the bicycles and discussed options for offering the bicycles to community members for ownership. We agreed that a silent auction, to be held during the Isle la Motte Community Organization's Music in the Park event on July 14, 2023, was the best option. The proceeds from the auction would go into the Recreation Department budget, to be utilized to purchase equipment and enhance programming. That plan was shared with the Selectboard at its June 7, 2023 meeting.
3. For the record, the 4 adult bicycles were all Raleigh Detour models with 21 speeds. They are believed to be 2021 models and are 4 different frame sizes. All bicycles were on-site for prospective buyers to see and try. The winning bids and buyer are listed here:

NAME	BYCYCLE FRAME	PURCHASE PRICE
ROBIN LOCKERBY	17 "frame	\$60
SUSAN DEEM	19" frame	\$50
KENT SAUNDERS	21" frame	\$60
PAULA (unknown last name)	Woman's frame	\$70

4. The Recreation Department turned over the proceeds of \$240.00 to the Town Treasurer on this date to be credited to the Recreation Department's budget for program needs.

**STATE OF VERMONT
STANDARD GRANT AGREEMENT**

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **Town of Isle La Motte**, a **US Local Government**, with its principal place of business at **PO Box 250, Isle Lamotte, VT 05463**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation’s (DEC) Municipal Roads General Permit (MRGP).
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. The detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **16** pages including the following attachments which are incorporated herein:
 - Grant Agreement - Part 2 - Grant Agreement
 - Grant Agreement - Part 1 - Grant Award Detail
 - Attachment A - Scope of Work
 - Attachment B - Payment Provisions
 - Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)
 - Attachment D - Other Provisions
 - Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E
7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment D - Other Provisions
 - 3) Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)
 - 4) Attachment A - Scope of Work
 - 5) Attachment B - Payment Provisions
 - 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

State of Vermont
Agency of Transportation

Grantee:
TOWN OF ISLE LA MOTTE

Date: _____

Date: 7/19/23

Signature: _____

Signature: 

Name: Joe Flynn

Name: Mary C. Graziano

Title: Secretary of Transportation

Title: Selectboard Chair

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: GA0573		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Grants in Aid - FY24			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$10,000.00	
		⁶ Total Award Amount: \$10,000.00	
⁷ Award Start Date: Jul 01, 2023		⁸ Award End Date: Sep 30, 2024	
⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
¹⁰ Vendor #: 0000040276		¹¹ Grantee Name: Town of Isle La Motte	
¹² Grantee Address: PO Box 250			
¹³ City: Isle Lamotte		¹⁴ State: VT	¹⁵ Zip Code: 05463
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$ <u>\$2,500.00</u> Description: 20% Required Match	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: C14SALWL9PQ5		²² Indirect Rate: <u>N/A</u> % <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): 12				²⁵ R&D: <input type="checkbox"/>	
²⁶ Entity Identifier [UEI] 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	\$10,000.00	\$10,000.00	Clean Water Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$10,000.00	\$10,000.00			

SECTION IV - CONTACT INFORMATION

<p><u>STATE GRANTING AGENCY</u></p> <p>NAME: Ross Gouin TITLE: Grants in Aid Project Coordinator PHONE:Cell (802) 595 - 2381 EMAIL: ross.gouin@vermont.gov</p>	<p><u>GRANTEE</u></p> <p>NAME: Selby Turner TITLE: Road Commissioner PHONE:Office: (802) 928 - 3434 Cell: (802) 922 - 7573 EMAIL: selbyt@aol.com</p>
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ATTACHMENT A SCOPE OF WORK

1. LOCATION OF WORK:

The work described below shall be located on hydrologically connected road segment(s) that currently do not meet the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) standards in the Municipality of: **Town of Isle La Motte**

2. WORK TO BE COMPLETED BY GRANTEE:

Implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) on eligible road segments that are not fully compliant with the MRGP. Supportive work specific to the grant, including selection of location (hydrologically connected segments), selection of BMP's to be implemented, pre-construction road erosion inventory of segments to be worked on, and post-construction reporting of completed work, is eligible under the terms of this grant. Supportive work is limited to 10% of the grant award with a maximum amount of One Thousand Five Hundred Dollars (\$1,500.00).

Grantee Agrees to:

- Conduct a preconstruction site visit and complete a Preconstruction Site Visit Report as required by VTrans.
- Receive written authorization to proceed from VTrans prior to beginning BMP implementation.
- Construct the BMP(s) on hydrologically connected roads to bring road segments into full compliance with MRGP standards.
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require prior certification that the repaired road segments are fully compliant with the MRGP.

BMPs include:

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Stabilizing conveyance zones;
- Addressing gully erosion on Class 4 roads;
- Addition of gravel to meet roadway/travel lane standards and;
- Stabilizing catch basin outlets.

Work must be completed in accordance with specifications contained in the MRGP, the Vermont Better Roads Manual, Agency of Natural Resources (ANR) Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s) with approval of the State.

3. SPECIAL CONDITIONS:

Per legislation passed in 2017, grant recipients for projects with anticipated construction durations of greater than two weeks shall post a Clean Water Project Sign in a location that is publicly visible within the project limits. Please contact Grantsinaid@vermont.gov for details on how to obtain a sign.

4. RESOURCE LINKS:

- Preconstruction Site Visit Report: [VTrans Grants in Aid Program | Agency of Transportation \(vermont.gov\)](#)
- MRGP portal/app: [Municipal Roads Program | Department of Environmental Conservation \(vermont.gov\)](#)
- Vermont Better Roads Manual: [Better Roads | Agency of Transportation \(vermont.gov\)](#)
- Agency of Natural Resources (ANR) Stormwater Manual: [stormwater | Department of Environmental Conservation \(vermont.gov\)](#)
- Green Stormwater Infrastructure Toolkit: [Green Stormwater Infrastructure Toolkit | Vermont League of Cities and Towns \(vlct.org\)](#)
- Clean Water Project Sign: [Project Signage | Department of Environmental Conservation \(vermont.gov\)](#)

ATTACHMENT B
PAYMENT PROVISIONS

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

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, using the standard Municipal Grants in Aid invoice form, which Grantee shall send electronically via email to: Grantsinaid@vermont.gov

In addition to properly documented invoices, the Grantee must provide the State with the following documentation to be eligible for reimbursement:

1. One, color photograph per Road Segment, showing the road segment after completion.
2. Municipal Grants in Aid Invoicing Spreadsheet using the template provided by State.

Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require certification that the repaired road segments are fully compliant with MRGP.

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

**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 PROVISIONS**

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **Permits, Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
9. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
10. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
11. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).

14. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

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

Assurance Appendix A

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

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

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

Assurance Appendix E

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

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