

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

In Attendance: Mary-Catherine Graziano, Rusty Spaulding, Cary Sandvig, Steve Mank, Mary LaBrecque, Deborah Spaulding, Carmine Centrella, Barbara Callahan, Peter Brzozowy, Anne Jobin-Picard, Bobby Dean (via Zoom), Cathy Tudhope (via Zoom), Erin Gilligan (via Zoom), Charlies Gurney (via Zoom), Kari Szary (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 Rusty Spaulding, all in favor.
 - *VTran Signage Project* - Road project paperwork received this week will be discussed during Roadways.
 - *June Financial Review* - The Treasurer has advised on Monday that the financial statement is not ready; discussion will be postponed to the August 21, 2023 meeting.
3. **Budget vs. Year to Date June Actual Financial + Balance Sheet Review:** Treasurer Steve Mank announced that he had finalized the June financials, so proceeded with the scheduled review. Mr. Mank reiterated that June was the month the Town's finances are weakest, in advance of the receipt of tax payments. He advised that thanks to the Town's cash management, there was no need to borrow funds and June closed with approximately \$250,000 remaining in the account; as of today, there is approximately \$2.1 million in the account thanks to brisk tax payments. There will be a payment of between \$400,000 - \$500,000 in early September for Education Taxes, so funds are being earmarked for that payment at this time. The Treasurer stated that the July financial will be ready for review at the August 21, 2023 Selectboard Meeting.

Cary Sandvig asked why Electricity is running over budget for the year. The bill associated with the lighting at the Island's entrance has averaged around \$100.00 each of the last few months; there are a number of light bulbs being charged to this particular account. The Town had previously agreed to take part in a program with Vermont Electric Co-op to replace all bulbs which would in turn reduce consumption; the estimated payback was eleven months. The Treasurer will investigate the bulb charges and reconcile the year to date bills to determine if the program parameters are being adhered to with regards to billing.

Mary-Catherine Graziano stated that the Board would like additional time to review the June statement, and the Treasurer acknowledged that questions may be raised at the next meeting. Barbara Callahan requested copies of the financial statement be provided to all participants at future meetings; it was agreed that the statements would be distributed going forward. **A copy of the June financial statement will be included as an exhibit to the minutes.**

4. **Administration**
 - *Review and approval order to reappraise Education Grand List properties* - Mary-Catherine Graziano read the order issued by the state, which was dated July 21, 2023 and received via email on July 31, 2023. The Town will sign and return the acknowledgement of the order and the Board of Listers will then prepare a Request for Proposal (RFP) for the Selectboard to review and approve. Upon Board approval, the reappraisal RFP will be sent out for bid, with an expected completion in four to six years due to the backlog of work currently in place statewide; nearly 100 towns have been ordered to reappraise. Rusty Spaulding noted that the process will likely raise taxes for most residents. A motion for the Board Chair to sign the acknowledgement and for the Board of Listers to move forward with preparing an RFP for Selectboard review was made by Rusty Spaulding, seconded by Cary Sandvig, all in favor. **A copy of the reappraisal order will be included as an exhibit to the minutes.**

- *Discuss and approve Accounting Transition* - As requested by the auditors and required by law, the Treasurer has recently moved the Town's bookkeeping practice from a cash basis to modified accrual, which more accurately reflects the Town's financial position, reflecting when revenue and expenses are incurred as opposed to when cash is actually collected or spent. Mr. Mank does have concerns about properly maintaining the modified accrual accounting going forward, given the limited office staff. A motion to approve the transition was made by Cary Sandvig, seconded by Rusty Spaulding, all in favor.
- *Records Digitization - infrastructure bid update and office computer purchases* - The Selectboard reminded Mr. Mank that they have authorized him to purchase new computers for the office. The Town Clerk acknowledged the purchase, though has yet to generate the order for approval.
- *Listers - Errors + Omissions* - Mary LaBrecque presented to the Board for approval two cases, one for Vermont Electric Co-op and one for a camper. The Board approved and signed the required documents.
- *Approve minutes from prior meetings*
 - 19 July 2023 - A motion to approve the prior Regular Selectboard Meeting minutes was made by Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor.
 - 21 July 2023 - A modification to the minutes was made to include the notation of "Special" at the heading of the minutes. A motion to approve the Special Selectboard Meeting minutes as modified was made by Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor.
- *Warrants for payroll & payables*
 - 27 July 2023 payables for \$45,313.50 which included expenses for Alburgh Rescue, Grand Isle County Taxes, and payment to the Cemetery Commission; motion to approve was made by Rusty Spaulding, seconded by Cary Sandvig, all in favor. It was noted that next year's annual payment to Alburgh Rescue would be closer to \$50,000.
 - 2 August 2023 payroll transfer for \$576.16 for the Internal Revenue Service; motion to approve was made by Rusty Spaulding, seconded by Cary Sandvig, all in favor.
 - 1 August 2023 payroll for \$2,422.66; motion to approve was made by Rusty Spaulding, seconded by Cary Sandvig, all in favor.
- *Expansion of Selectboard* - Board Chair Mary-Catherine Graziano stated that exploratory research was being conducted to consider expanding the Board from three to five members to increase productivity. Rusty Spaulding agreed that it would spread out the work, though open meeting laws would need to be maintained. Cary Sandvig is awaiting a call back from the Vermont League of Cities & Towns (VLCT) regarding the process.
- *Selectboard Supplies - Owl and computer purchases* - The current year budget has an allowance included for supplies for the Selectboard, which will be specified and priced by the Treasurer for review. The goal is to review at the next meeting.
- *Town Office flag light* - A citizen reported that the flag at the Town Office is not illuminated at night. There is currently a spotlight in the parking lot that may be able to be redirected; Rusty Spaulding will investigate.
- *Tree Warden* - The Board Chair noted that the open volunteer position needs to be posted and will work towards filling the vacancy in the coming weeks.

5. **Emergency Management:**

- *Hazard Mitigation Program - Property Buyouts* - Emergency Management Director (EMD) Carmine Centrella announced that Vermont Emergency Management (VEM) has established a property buyout program for owners who were impacted by the July floods. Information is available should anyone know someone who may want to consider applying.
- *Town Website page* - The EMD would like to update the Town website to include emergency preparedness information, including clickable links and valuable resources for residents. Steve Mank let Mr. Centrella know that information is forwarded to him in his capacity as Town Clerk and he will begin forwarding the paperwork to the EMD. Anne Jobin-Picard suggested adding Vermont Alert as a resource to the page, as well. The EMD also advised the Board that he is working with the Northwest Regional Planning Commission (NRPC) on the Island's 411 alert system. Mr. Mank and Mr. Centrella will work towards creating a page for the Town's website.

6. Isle La Motte School Transfer:

- *Update on status of Transfer* - Robert Fletcher, the Town's attorney, has completed his research regarding the open items compiled by Sylvia Jensen during her due diligence of the deed; he is awaiting a call back from the school district as to the next step. Rusty Spaulding went on record that he feels the School should be accepted back as is and that the people of the Town are ready for this transfer to be completed. Mary-Catherine Graziano stated that she will follow the advice from Robert Fletcher regarding how to proceed, and will forward all email communications from the past few weeks to Rusty Spaulding for review.
- *Building Inspection Report* - Cary Sandvig will follow up with the inspector on the report and payment due, which has yet to be requested.

7. Contracts/Grants/Bids:

- *Glebe land discussion* - A discussion of the Town's land under lease until 2096 was held as there is an ongoing issue with an adjacent owner's access to a ditch which needs to be cleaned in order for water to drain properly from their property. The lessee has permitted the ditch to be cleaned only if he is present.
- *Tree Stand Ordinance* - The Town's attorney has stated that an ordinance is not preferred, as it will need to be enforced. Instead, it has been suggested to simply post signage indicating that tree stands cannot be left on Town land overnight. Mary-Catherine Graziano will seek the advice of the Game Warden to understand what the process is should a stand be left overnight and reported.
- *Solar for All grant* - Closing date for the grant is September 26, 2023. Mary-Catherine Graziano will discuss the grant with the NRPC, per Barbara Callahan's suggestion.
- *FY2024 Municipal Planning Grants* - The Board Chair will add this to the Town Planning's discussion with the NRPC to ascertain the feasibility of the various grants.

8. Animal Control:

- *Dog Issues* - There was recently an incident involving the dog of a visitor to an owner's property near the 900 block of West Shore Road. Anne Jobin-Picard voiced her concern over the lack of responsibility for seasonal residents/visitors and their dogs, and has requested that communication be made clear to property owners regarding their responsibility, perhaps included with the tax bill or as a separate mailing. Barbara Callahan suggested weekly articles in *The Islander*. The Board will continue discussions about the best process to communicate the dog ordinance to residents.
- *Animal Control Officer (ACO) Recruitment update* - There is no update at this time.
- *Delinquent Registration Letters* - Letters will be formally issued to delinquent households in August. Peter Brzozowy suggested charging owners for all costs associated with the special mailing, and it was advised that the charges cannot be implemented until the ordinance is modified.

9. Roadways:

- *New Signage* - Town Clerk Steve Mank presented signage recently approved for purchase. An invoice will be sent to the owner of Hidden Pond Lane, who will be required to pay for their private road sign, stating that the Town purchased the sign in order to maintain the required State signage standard. A motion for the Town to issue the bill was made by Rusty Spaulding, seconded by Cary Sandvig, all in favor.
- *Culvert Repair - near 900 block W Shore Road* - The owner of this property is experiencing flooding of their beach due to a development behind their property. Mary-Catherine Graziano will advise the owner, Deb Howard, that funding currently does not exist to explore adding culverts to divert the water, but that the Board will work to address the issue in the coming fiscal year.
- *Seawall Status - near 1919 W Shore Road* - The Town is aware of the issue at the seawall which causes flooding and potholes when the lake is too high. Once the water recedes, a review of the wall will be conducted and repairs planned. Cary Sandvig requested that this item be tracked for completion in September, and the Board Clerk will advise the resident who reported the issue.

- *Speed Sign Monitor + Island Speed Limit* - Steve Mank, as a resident of the Island, has proposed reducing the Island-wide speed limit to 35 miles per hour (MPH), with secondary consideration for East and West Shore Roads be posted at a maximum of 30 MPH. Rusty Spaulding stated that the Island speed limit can be lowered to 35 MPH by ordinance and a three-month public hearing period; this will be added to the agenda going forward for ongoing discussion.
 - *Reconnecting Communities and Neighborhoods (RCN) Program (September due date)* – Mary-Catherine Graziano will add this to her discussion with the NRPC.
 - *Grant status/report + Five-Year Plan development* - In order to get up to speed on the status of road grants, Mary-Catherine Graziano reviewed open projects with the NRPC. A road scoping study will be conducted next week, which will be used to move forward with the Better Roads grant funding and to begin compiling a five-year maintenance plan for roadways.
 - *VTran Signage project* - In 2017, Vermont Transportation agreed to a project to replace all road signage for Main Street; an agreement was executed in 2018 and funding has just been approved. Formal acceptance of the project has been requested by VTran’s vendor, and as it has been some time, a number of updates will need to be made to the project signage schedule. A motion to move forward with the replacement of all signage was made by Rusty Spaulding, seconded by Cary Sandvig, all in favor. **A copy of the project paperwork will be included as an exhibit to the minutes.**
10. **Adjourn:** Meeting was adjourned at 8:02 PM, motioned by Rusty Spaulding, seconded by Cary Sandvig, all in favor.

Respectfully submitted on 4 August 2023 -
Andrea Carbone

Mary-Catherine Graziano

Rusty Spaulding

Cary Sandvig



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

Agency of Administration

July 21, 2023

Isle La Motte Municipal Officials
PO Box 250
Isle La Motte, VT 05463

You are receiving this letter because the Vermont Department of Taxes is notifying towns required to reappraise Education Grand List properties. Act 68 (H.480) of 2023, altered the statutory triggers that require municipalities to reappraise. Effective for Grand Lists lodged on April 1, 2022, Vermont law 32 V.S.A. § 4041a(b), requires that a municipality maintain its Education Grand List with a coefficient of dispersion (COD) that is at or below 20%, as determined by the Director of Property Valuation and Review (PVR). If the Education Grand List falls outside this parameter, the Director must order the municipality to reappraise. This statutory change does not alter existing reappraisal orders; municipalities that received a reappraisal order in prior years are still obligated to reappraise.

Based on the results of the 2022 Equalization Study, the COD in Isle La Motte was outside the acceptable parameters, and therefore, an order to reappraise is issued.

What do you need to do?

1. **Please provide this information to your Board of Listers or Assessor.** An electronic copy of this letter was emailed to the Town Clerk, which includes web-based links to the required forms, reappraisal rules, PVR guidance and helpful resources. If you have not received this additional information, please reach out to PVR/your District Advisor.
2. **Within 30 days respond** to this order to indicate receipt of order and intention to develop a detailed compliance plan. A response form is attached. The response must be signed by the chair of the legislative body of the municipality or their designee. If contesting the order, a response in writing is required.
3. **Plan a reappraisal as soon as possible.** Work with PVR/your District Advisor and send a completed detailed compliance plan, Form RA-308, within 150 days of this order. Based on the date of this order the town response is due by Wednesday, December 20, 2023.

If your municipality has already voluntarily scheduled a reappraisal and submitted a detailed compliance plan (Form RA-308), a municipal response within 30 days is still required to indicate receipt and acknowledgement of the order. The municipality does not need to resubmit Form RA-308. The municipality should check in with their District Advisor (DA) about the status of the reappraisal. If any details or the timeline of the reappraisal have changed, please send updated information.

Send communications to: tax.pvr@vermont.gov and your DA (electronic submissions are preferred)
Vermont Department of Taxes, Property Valuation and Review, ATTN: Reappraisal, 133 State Street FL 1,
Montpelier, VT 05633

Sincerely,

Jill Remick, Director
Property Valuation and Review
cc: Selectboard, Board of Listers/Assessor



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

Agency of Administration

ORDER TO REAPPRAISE

Findings of Fact:

Pursuant to 32 V.S.A. §5406, the Director of Property Valuation and Review notified the Selectboard that the municipal CLA was 75.48% and COD was 23.37%.

Conclusions of Law:

Pursuant to 32 V.S.A. § 4041a, Isle La Motte is required to reappraise its education grand list properties. Section 4041a. provides:

(b) If the Director of Property Valuation and Review determines that a municipality's education grand list has a coefficient of dispersion greater than 20, the municipality shall reappraise its education grand list properties. If the Director orders a reappraisal, the Director shall send the municipality written notice of the decision. The municipality shall be given 30 days to contest the finding under procedural rules adopted by the Director, or to develop a compliance plan, or both. If the Director accepts a proposed compliance plan submitted by the municipality, the Director shall not order commencement of the reappraisal until the municipality has had one year to carry out that plan.

(c) If a municipality fails to submit an acceptable plan or fails to carry out the plan, pursuant to subsection (b) of this section, the State shall withhold the education, transportation, and other funds from the municipality until the Director certifies that the town has carried out that plan.

Order:

Now therefore, in conformity with Section 4041a(b) of Title 32, you are hereby ordered to reappraise your Education Grand List properties. Failure to comply will result in withholding of State funds.

Dated at Montpelier, Vermont on this 21st day of July 2023.

A handwritten signature in blue ink, appearing to read "J. Remick".

Jill Remick, Director
Property Valuation and Review



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

Agency of Administration

Isle La Motte Municipal Response to Reappraisal Order

Vermont law 32 V.S.A. § 4041a(b), requires that a municipality maintain its Education Grand List with a coefficient of dispersion (COD) that is at or below 20%, as determined by the Director of Property Valuation and Review (PVR). If the Education Grand List falls outside this parameter, the Director must order the municipality to reappraise.

Based on the results of the 2022 Equalization Study the COD in your municipality was outside the acceptable parameters, and therefore, an order to reappraise was issued.

This response acknowledges the municipalities receipt of the reappraisal order. The municipality will work towards submitting a reappraisal compliance plan (Form RA-308) within 150 days of the date of order.

The response must be signed by the chair of the legislative body of the municipality or their designee.

Signature and date

Please return response to: tax.pvr@vermont.gov and your District Advisor (electronic submission preferred) Vermont Department of Taxes, Property Valuation and Review, ATTN: Reappraisal, 133 State Street FL 1, Montpelier, VT 05633; electronic submissions: your District Advisor and tax.pvr@vermont.gov



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

Agency of Administration

Isle La Motte Municipal Response to Reappraisal Order

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 8/2/23

Signature and date

Please return response to: tax.pvr@vermont.gov and your District Advisor (electronic submission preferred) Vermont Department of Taxes, Property Valuation and Review, ATTN: Reappraisal, 133 State Street FL 1, Montpelier, VT 05633; electronic submissions: your District Advisor and tax.pvr@vermont.gov



Andrea Carbone <ilmvtcarbone@gmail.com>

Fwd: VTrans Curve Project

1 message

Town Clerk <townofislelamotte@gmail.com>

Tue, Aug 1, 2023 at 2:37 PM

To: Mary Catherine Graziano <mcgilmvt@gmail.com>, rusty Spaulding <spauldingrustam10@gmail.com>, Cary Sandvig <ilmco@frang.com>, Andrea Carbone <ilmvtcarbone@gmail.com>, Selby Turner <selbyt@aol.com>

Hi All!

Who says good things don't eventually happen too! Check out this email - thanks to Selby back a while ago, the state is proposing to replace all our signs on Main St under a grant. They will do the work, get the materials, and pay for it!

THIS NEEDS A RESPONSE BACK TO GO AHEAD BY AUGUST 14th!

Stephen Mank (Please note our new email address townofislelamotte@gmail.com)

----- Forwarded message -----

From: **Joe Vanacore** <jvanacore@vhb.com>

Date: Fri, Jul 28, 2023 at 12:24 PM

Subject: VTrans Curve Project

To: townofislelamotte@gmail.com <townofislelamotte@gmail.com>

Dear Stephen Mank,

I hope this email finds you well. VTrans hired us (VHB) to deliver a set of small curve safety projects on local roads. Some of these are on your town highways. I'm attaching the original design and agreement your town would have signed around 2017. Understanding that things can change over time, I wanted to ask whether you would still like VTrans to install these improvements at no expense to the town. If so, we will include it in a statewide contract this fall.

Please let me know the Town's decision by August 14th. If you have any questions about this project, please reach out by email or phone at 802-391-5573. Additionally, feel free to pass this message along to any relevant parties to assist with this process.

(At the town's option, VTrans will deliver all, some, or none of these improvements):

Replacement and installation of new traffic signs.

Main Street

Thank you,



Joe Vanacore
Transportation Designer
VT - Transportation



P 802.391.5573
www.vhb.com

40 IDX Drive
Building 100, Suite 200
[South Burlington VT 05403-7771](https://www.vhb.com)

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2 attachments

Isle La Motte Statewide STP HRRR(24) - FM0292 O.pdf
790K

Isle La Motte - Main Street.pdf
919K

**FINANCE AND MAINTENANCE AGREEMENT
BETWEEN
STATE OF VERMONT
AND
Town of Isle La Motte
FOR
STATEWIDE STP HRRR (24)**

Contract Number: FM0292

THIS AGREEMENT is made and entered into this 15th day of February, 2018, by and between the State of Vermont, acting through its Agency of Transportation, with its principal office at National Life Building, One National Life Drive, Montpelier, Vermont 05633-5001 (the "STATE") and the **Town of Isle La Motte**, with its principal office at **2272 Main Street, Isle La Motte, Vermont 05463** (the "MUNICIPALITY").

W I T N E S S E T H:

WHEREAS, the STATE proposes to submit to the Federal Highway Administration, United States Department of Transportation, a federal-aid project known as **Statewide STP HRRR (24)** (the "Project"), which will provide certain improvements to Main Street in the Town of Isle La Motte in the Town of Isle La Motte, Vermont, as shown on the plans for this Project which have been provided to the MUNICIPALITY, described as follows:

Main Street: Beginning at MP 0.000 adjacent utility pole 100-63 and extending southerly to MP 4.703 (24,832ft) adjacent utility pole 3/37.

Work ("the Work") to be performed under this Project consist of the replacement and installation of new traffic signs.

WHEREAS, the MUNICIPALITY desires the improvements described above; and

WHEREAS, following completion of the Project, the MUNICIPALITY shall be responsible for the maintenance any and all improvements and replacements of infrastructure installed by this project.

and;

WHEREAS, the MUNICIPALITY further desires that the STATE act, insofar as necessary, for the MUNICIPALITY in the preparation of plans and the construction of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Allocation of State and Federal Funds to Project. All Project costs except those which are non-participating shall be paid with one hundred percent (100%) federal funds. For purposes of this Agreement:

- a. "Participating project cost" means items which the STATE and the Federal Highway Administration find necessary to accomplish the purpose of the Project and for which they will participate in funding.
- b. "Non-participating project cost" means items which the STATE and the Federal Highway Administration find unnecessary to accomplish the purpose of the Project, as well as items for which the STATE and the Federal Highway Administration were not responsible – e.g., clean-up of pre-existing hazardous material contamination within the right-of-way of a town highway.

Determination of participation will be on the basis of the STATE's and the Federal Highway Administration's evaluation of items as they are presented.

2. Technical Assistance From State. The STATE will provide MUNICIPALITY with the necessary engineering assistance to design and construct the Project, keep all accounting records, and make all payments to contractors hired by the STATE for the Project.

3. State/Municipal Cooperation. The Project will be constructed by contract under the supervision of the STATE or its duly authorized representative. The STATE and MUNICIPALITY will cooperate to advance the Project. The STATE will submit initial design documents to the MUNICIPALITY. The Project will not advance to the next step until the MUNICIPALITY has given its written approval based on the initial design.

4. Use of Municipal Facilities. During the period of construction of the Project, the MUNICIPALITY will grant the STATE or the STATE's authorized representative the following:

- (a) Temporary entry onto the right-of-way of municipal highways in the Project area; and
- (b) Use of municipal highways for trucking and hauling, as may be required; and
- (c) Authority to sign the Project construction site as necessary to provide information and warning to the public.

5. Right of Way Certification. By signing this agreement, the MUNICIPALITY is certifying that all signs to be installed in the Class 1 Town Highway portion of the project are within the highway right of way. This certification shall be valid upon approval of the initial design.

6. Utilities Certification. By signing this agreement, the MUNICIPALITY is certifying that there are no known conflicts with utilities. This certification shall be valid upon approval of the initial design.

7. Maintenance of Traffic Control Devices and Street Lights. All signs (including parking regulatory signs), street lights, traffic signals and pavement markings shown on the Project plans will be installed by the contractor and thereafter maintained in place by the MUNICIPALITY at no cost to the STATE, including cost to provide electrical power, all in conformance with 23 V.S.A. Section 1025 and the latest edition of the Federal Highway Administration's *Manual on Uniform*

Traffic Control Devices (MUTCD) and its latest revisions. Once constructed, no changes shall be made to the parking and/or traffic control features without the prior written approval of the STATE and the Federal Highway Administration.

8. Control of Right-of-Way. The MUNICIPALITY will not permit, now or hereafter, any installation of utilities or other work within the rights-of-way now controlled or acquired in connection with the Project until the MUNICIPALITY's legislative body has approved detailed plans showing the proposed work and issued a permit, all in accordance with 19 V.S.A. Section 1111. Before issuing a permit, the MUNICIPALITY will review any proposed utility installation for conformance with the current Utility Accommodation Plan of the Vermont Agency of Transportation.

9. Acquisition of Additional Right-of-Way. The MUNICIPALITY will assist the STATE in the acquisition of any additional right-of-way required for the satisfactory completion of the Project.

10. Relocation of Privately-Owned Utilities. The STATE will perform liaison and negotiation with utility companies, as necessary to relocate all privately-owned utilities that are in conflict with the Project. The MUNICIPALITY will cooperate with the STATE and utility companies in the timely relocation of privately-owned utility facilities that are in conflict with the Project.

11. Relocation of Municipal Utilities. The MUNICIPALITY will cooperate with the STATE and take such steps as may be necessary to accomplish the timely relocation of all utility facilities owned by the MUNICIPALITY that are in conflict with the Project. Any approved cost sharing shall occur as provided in a separate Utility Agreement to be entered into between the MUNICIPALITY and STATE.

The cost of utility relocation work accomplished by the contractor for the MUNICIPALITY and designated as "non-participating" shall be the sole responsibility of the MUNICIPALITY. The STATE may bill the MUNICIPALITY on a monthly basis, as work is completed, and the MUNICIPALITY shall reimburse the STATE in full within thirty (30) days of receipt of each such bill.

12. Municipal Responsibility for Certain Requests for Change Orders, Design Changes, or Supplemental Agreements. The MUNICIPALITY will pay its proportionate share (100%) for additional costs resulting from MUNICIPAL requests for change orders, design changes, or supplemental agreement where such requests are made after contract award. Examples of such changes include but are not limited to upgrading crosswalks to inlaid colored pavement, night work limitations, etc.

13. Traffic Control; Detours. During construction of the Project, the MUNICIPALITY will render such assistance as the STATE may request in the maintenance of traffic. If the Project route is closed to through traffic, the State or its contractor, with the cooperation of the MUNICIPALITY, will be responsible for selecting, signing, and maintaining a detour route at no cost to the MUNICIPALITY, which shall be accomplished in conformance with 23 V.S.A. Section 1025 and the latest edition of the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)* and its latest revisions.

14. Maintenance of Roadways During Winter Suspension of Project Work. If construction of the Project is temporarily suspended for the winter season, the MUNICIPALITY will maintain roadways in the Project area, all in conformance with the provisions of the applicable edition of the Vermont Agency of Transportation's *Standard Specifications for Construction*, until construction operations resume in the spring.

15. Project Plans; Conformance to Applicable State and Federal Laws, Regulations and Construction Standards. The Project will be constructed as the STATE, in cooperation with the Federal Highway Administration (FHWA), may determine, all as detailed in the Project plans. Construction of the Project will conform to applicable FHWA rules and regulations and to the applicable edition of the Vermont Agency of Transportation's *Standard Specifications for Construction*, as well as special provisions that may be included in the Project's proposal form and contract agreement.

16. Permits; Compliance with Permit Conditions. The MUNICIPALITY will be the applicant for any permits required for the Project and will adhere to all permit conditions. The permits shall be procured by the STATE in the name of the MUNICIPALITY.

17. Defense of Project-Related Litigation. The MUNICIPALITY, in consultation with the STATE, will diligently defend all suits, actions or claims for damages sustained by abutting or adjacent property owners or occupants due to the Project and shall pay for its proportionate share of any incidental damages that may occur to abutting or adjacent property owners or occupants due to the improvement, widening or relocation of right-of-way. Any payments for settlements approved by the STATE or judgments entered by courts of competent jurisdiction will be considered by the STATE for participation as part of the overall costs of the Project.

18. Municipal Share; Invoices; Payment. The MUNICIPALITY will reimburse the STATE for one hundred percent (100%) of all non-participating Project costs. The MUNICIPALITY acknowledges that underruns or overruns in item quantities during construction, as well as change orders during construction, may increase or decrease quantities, thereby causing the total cost of construction to differ from the amount of the accepted bid.

19. Cancellation or Default by State. If, due to the failure of the STATE, the Project is not constructed, then all costs incurred shall be borne in full by the STATE.

20. Cancellation or Default by Municipality. If at any time prior to award of a construction contract, the MUNICIPALITY no longer desires the Project, then the Project may be canceled subject to the following conditions:

(a) If the MUNICIPALITY does not approve the Preliminary Plans, the Project will be canceled, and the STATE shall reimburse the MUNICIPALITY for one hundred percent (100%) of all costs incurred by the MUNICIPALITY; and

(b) If Preliminary Plans have been approved by the MUNICIPALITY and subsequent cost estimates (Final Plans or Low Bid) exceed the Preliminary Plans estimate by fifty percent (50%) or more, the MUNICIPALITY may request cancellation of the Project and shall be liable for its proportionate share of the total costs incurred to date, as specified in Section 17, above; and

(c) If Preliminary Plans have been approved by the MUNICIPALITY and cost estimates have not increased more than that specified in Section 19(b), above, the MUNICIPALITY may request cancellation of the Project, subject to payment by the MUNICIPALITY to the STATE for one hundred percent (100%) of all costs incurred to the date of the request.

21. Cancellation of Project Because of Circumstances Beyond Either Party's Control. If, due to circumstances beyond the control of the STATE or the MUNICIPALITY, the Project is not constructed, then all costs incurred shall be shared as specified in Section 19, above.

22. Hazardous Material Contamination. The cost of handling, treatment and disposal of petroleum-contaminated soils or other hazardous material contamination in existence prior to construction of the Project shall be non-participating. Accordingly, any costs associated therewith shall be the sole responsibility of the MUNICIPALITY.

23. Maintenance of Project Improvements. The MUNICIPALITY agrees that if the Project is approved, constructed, and accepted by the STATE, then the MUNICIPALITY will maintain the Project in a manner satisfactory to the Agency of Transportation or its authorized representatives and make ample provisions each year for such maintenance. In this regard, the MUNICIPALITY acknowledges that its attention has been directed to the provisions of 19 V.S.A. Sections 304 (duties of selectboards) and 310 (highways, bridges and trails).

24. Indemnification. The MUNICIPALITY shall thereafter defend, indemnify and hold harmless the STATE, its officers, agents, and employees from all manner of suits, actions, or claims brought for or on account of any injuries or damages received or sustained by any person, persons, or property that arise out of, relate to, or are in any way related to the work performed in the design and/or construction of the Project.

25. Suspension and Debarment: Non-federal entities are prohibited by Federal Executive Orders 12549 and 12689 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 \$100,000 and non-procurement transaction (grants to subrecipients). By signing this Grant Agreement, current Subrecipient certifies as applicable, that the contracting organization and its principals are not suspended or debarred by GSA from federal procurement and non-procurement programs.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by both parties.

27. Section Headings. The section headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

28. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

29. Definitions. For the purposes of this Agreement:

(a) "Participating Project Cost" means items deemed eligible for participation of federal-aid funds under applicable laws and the regulations of the Federal Highway Administration ("FHWA").

(b) "Non-participating Project Cost" means items deemed not eligible for participation of federal-aid funds under applicable laws and FHWA regulations.

30. Incorporations by Reference. The following attachment(s) are incorporated to and made a part of this Agreement:

Attachment C: Standard State Provisions for Contracts and Grants (Revised December 15, 2017)
(5 Pages)

IN WITNESS WHEREOF, the State of Vermont has caused its name to be subscribed this 15th day of February, 2018, by Joe Flynn, its Secretary of Transportation and duly authorized agent.

STATE OF VERMONT
AGENCY OF TRANSPORTATION

By:




Joe Flynn,
Its Secretary of Transportation and
Duly Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this 15th day of February, 2018,
personally appeared Joe Flynn, Secretary of Transportation and duly authorized agent of the State of Vermont, and acknowledged the foregoing instrument by him/her signed to be his/her free act and deed and the free act and deed of the State of Vermont.


Before me,



Notary Public
My commission expires: 02/10/2019

APPROVED AS TO FORM:

DATED: January 26, 2018

 e-Signed by John Dunleavy
on: 2018-01-26 14:58:37 GMT

ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, the Town of Isle La Motte has caused its name to be subscribed this

13 day of FEBRUARY, 2018, by SELBY TURNER

its ROAD COMMISSIONER / SELECTMAN and duly authorized agent(s)

Town of Isle La Motte

By: Selby Turner

SELBY TURNER
Name

SELECTMAN (ROAD COMM.)
Title

and Its Duly Authorized Agent(s)

STATE OF VERMONT)
Grand Isle COUNTY, ss.)

At Town of Isle La Motte this 13 day of February, 2018,

personally appeared Selby Turner Selectman / Road Commissioner
Name Title

and acknowledged the foregoing instrument, by him/her/them as duly authorized agent(s) of the Town of Isle La Motte subscribed, to be his/her/their free act and deed and the free act and deed of the Town of Isle La Motte.

Before me,
Sarah Nable
Notary Public
My commission expires: 02/10/2019

**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)



Issue Date: 02/14/2018

Policy Number: P3202018

CERTIFICATE OF COVERAGE

Company Affording Coverage

Named Member

Town of Isle La Motte, incl. Isle La Motte Free Public Library, Including Isle La Motte Volunteer Fire Company
 Attn: Sarah Noble
 PO Box 250
 Isle La Motte, VT 05463

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

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2018 - 01/01/2019	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2018 - 01/01/2019	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2018 - 01/01/2019	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2018 - 01/01/2019	\$10,000,000 Per Occurrence
Other: The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for General Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the Finance & Maintenance Agreement. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
Certificate Holder: State of Vermont	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative: Frederick J. Starnes



State of Vermont
Contract Administration
One National Life Drive
Montpelier, VT 05633
<http://vtrans.vermont.gov>

Agency of Transportation

[phone] 802-828-2642
[fax] 802-828-5545
[ttd] 800-253-0191

TO: IN-HOUSE REVIEW
FROM: Aaron Sorensen, Administrative Assistant
DATE: January 25, 2018
SUBJECT: Town of Isle La Motte
FOR STATEWIDE STP HRRR (24)
Contract Number: FM0292

Please review the attached, sign and date below, then forward to the next person for signature. Once the last person has signed this memo please return to Contract Administration.

e-Signed by Mario Dupigny-Giroux
on 2018-01-26 14:21:56 GMT

January 26, 2018

Mario Dupigny-Giroux, Project Manager

Date

Not Applicable

Audit

e-Signed by John Dunleavy
on 2018-01-26 14:58:37 GMT

January 26, 2018

John K. Dunleavy, Assistant Attorney General

Date

NOTE:

Attachment
cc: Project File

State of Vermont
Contract Administration
One National Life Drive
Montpelier, VT 05633
<http://vtrans.vermont.gov>

Agency of Transportation

[phone] 802-828-2642
[fax] 802-828-5545
[ttd] 800-253-0191

TO: Joe Flynn, Secretary of Transportation

FROM: Aaron Sorensen, Contract Administrator

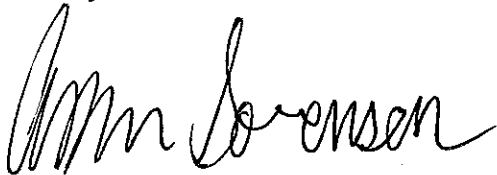
DATE: February 15, 2018

SUBJECT: FM0292
Isle La Motte STP HRRR (24)

COMMENT: Please sign where indicated on the attached Agreement noted above. The agreement has been reviewed by the Project Manager, Assistant Attorney General as to form and the Municipalities.

Once the agreement is signed please forward to my attention in Contract Administration.

Thank you.



Aaron Sorensen

RECEIVED

FEB 15 2018

CONTRACT ADMINISTRATION

FM0292

REQUEST FOR
FINANCE AND MAINTENANCE AGREEMENT

AOT Project Manager: Mario Dupigny-Giroux
Project Name: Statewide North Region STP HRRR(24)
Municipality: Town of Isle La Motte
Municipality Address: 2272 Main Street, Isle La Motte, VT 05463
Contact Person (Name & E-mail): Betsy Howland, Town Clerk, islemott@fairpoint.net

Improvements to: Main Street in the Town of Isle La Motte.

County Located in: Grand Isle County Town Located in: Isle La Motte

Detailed Location: Main Street: Beginning at MP 0.000 adjacent utility pole 100-63 and extending southerly to MP 4.703 (24,832ft) adjacent utility pole 3/37.

following completion of the Project, the MUNICIPALITY shall be responsible for the maintenance of :
Any and all improvements and replacements of infrastructure installed by this project.

Work to Be Performed:

Work will consist of the replacement and installation of new traffic signs.

Sorensen, Aaron

From: Sorensen, Aaron
Sent: Tuesday, February 20, 2018 9:43 AM
To: 'Isle LaMotte'
Cc: Dupigny-Giroux Mario
Subject: FM0292 - Statewide STP HRRR(24) - Town of Isle La Motte
Attachments: FM0292 - Statewide STP HRRR(24) - Town of Isle La Motte.pdf

Good Morning,

Attached for your records is a signed copy of the above noted agreement.

Thank you.

Aaron Sorensen
State of Vermont Agency of Transportation
Contract Administration
One National Life Drive
Montpelier, Vermont 05633-5001
aaron.sorensen@vermont.gov
Phone: (802) 828-6918



Sorensen, Aaron

From: Sorensen, Aaron
Sent: Thursday, February 15, 2018 8:25 AM
To: 'Isle LaMotte'
Subject: RE: FM0292 Town of Isle La Motte

Good Morning, Sarah. Thank you for sending your town's certificate of insurance (which is in compliance) and the signature page. Typically it's just those 2 items which we need, but that's fine. More is better than less. Thanks again and have a wonderful day!

Aaron

From: Isle LaMotte [mailto:islemott@fairpoint.net]
Sent: Wednesday, February 14, 2018 3:43 PM
To: Sorensen, Aaron <Aaron.Sorensen@vermont.gov>
Subject: RE: FM0292 Town of Isle La Motte

I sent the whole package, with our certificate of insurance attached, hope this is all that is needed, thanks!

Sarah Noble
Isle La Motte Town Clerk & Treasurer
2272 Main St.
P.O. Box 250
Isle La Motte, VT 05463
P: 802-928-3434
F: 802-928-3002

From: Sorensen, Aaron [mailto:Aaron.Sorensen@vermont.gov]
Sent: Monday, January 29, 2018 3:55 PM
To: islemott@fairpoint.net
Subject: FM0292 Town of Isle La Motte

Good afternoon Sarah,

Attached for your review and signature is your Finance and Maintenance Agreement for the Town of Isle La Motte.

Please return the signature page and a copy of a current compliant certificate of insurance. I have attached a PDF of our general insurance requirements. Please forward to your insurance provider so they can issue a certificate.

Thank you.

Aaron Sorensen
State of Vermont Agency of Transportation
Contract Administration

Sorensen, Aaron

From: Sorensen, Aaron
Sent: Monday, January 29, 2018 3:55 PM
To: 'islemott@fairpoint.net'
Subject: FM0292 Town of Isle La Motte
Attachments: FM0292 Town of Isle La Motte.pdf; 12.15.17 GeneralInsuranceRequirements.pdf

Good afternoon Sarah,

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Thank you.

Aaron Sorensen
State of Vermont Agency of Transportation
Contract Administration
One National Life Drive
Montpelier, Vermont 05633-5001
aaron.sorensen@vermont.gov
Phone: (802) 828-6918



Username

Password

Log In

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

ALERT: Due to a SBA service interruption, SAM registrants may encounter an error validating the SBA Supplemental Information page. If this happens, please contact the Federal Service Desk (fsd.gov) for help submitting your registration.

Entity Dashboard

- [Entity Overview](#)
- Entity Registration**
 - › [Core Data](#)
 - › [Assertions](#)
 - › [Reps & Certs](#)
 - › [POCs](#)
- Exclusions**
 - › [Active Exclusions](#)
 - › [Inactive Exclusions](#)
 - › [Excluded Family Members](#)

[RETURN TO SEARCH](#)

ISLE LA MOTTE TOWN SCHOOL DISTRICT

42 SCHOOL STREET EXTENSION
ISLE LA MOTTE, VT, 05463-9802 ,
UNITED STATES

DUNS: 172544041 CAGE Code: 5N9T5
Status: Active

Expiration Date: 05/02/2018

Purpose of Registration: Federal Assistance Awards Only

Entity Overview

Entity Registration Summary

Name: ISLE LA MOTTE TOWN SCHOOL DISTRICT
Business Type: US Local Government
Last Updated By: Lynne Carpenter
Registration Status: Active
Activation Date: 05/02/2017
Expiration Date: 05/02/2018

Exclusion Summary

Active Exclusion Records? No



- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

IBM v1.P.8.20180125-1243
WWW6

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

AGENCY OF ADMINISTRATION

Buildings and General Services

SEARCH

CONTACT

DEBARMENT LIST

The Agency of Administration shall ensure that the state and any of its subdivisions do not contract, directly or indirectly, with employers who are prohibited from contracting by the commissioner of labor pursuant to 21 V.S.A. Sec. 692, 708, and 1314a or the commissioner of banking, insurance, securities (department of financial regulations), and health care administration pursuant to 8 V.S.A. Section 3661.

The Act also requires the Secretary of Administration to maintain a public list of businesses that have been debarred. The Department of Buildings and General Services has been designated by the Secretary of Administration to maintain a current list of employers that have been debarred.

Debarment List

- There are currently no employers that have been debarred.

Names of businesses will automatically be removed from the Debarment List at the end of the debarment period.

Additional Information

For additional information pertaining to a debarment, please contact Vermont Department of Labor or Department of Financial Regulation using the information below.

[J. Stephen Monahan \(mailto:stephen.monahan@vermont.gov\)](mailto:stephen.monahan@vermont.gov)

Vermont Department of Labor

P.O. Box 488

Montpelier Vermont 05601-0488

Telephone: 802-828-2138

Stephanie Brackin (mailto:stephanie.brackin@vermont.gov)

Department of Financial Regulation

89 Main Street

Montpelier, VT 05620 - 3101

Telephone: 802-828-4872

Contact Information

Commissioner's Office

2 Governor Aiken Avenue

Montpelier, Vermont 05633-5801

(802) 828-3314

24/7 Statewide Security Phone Number

(802) 828-0777

24/7 Statewide Security Pager

(802) 240-0068

Quantities

Town: Town of Isle La Motte

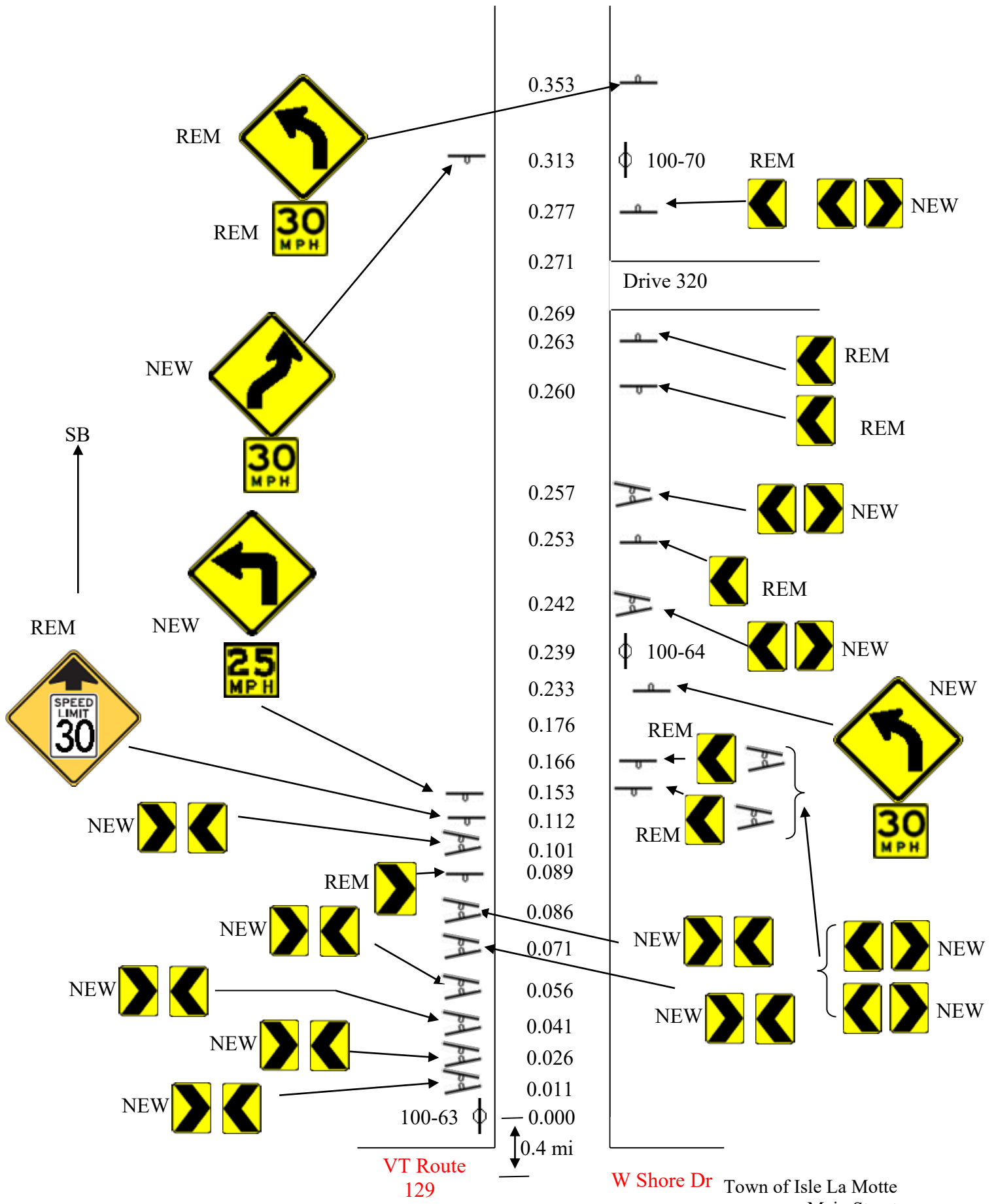
Road: Main Street

TOTAL		UNIT	ITEMS	ITEM NUMBER	Round
477.86		SF	TRAFFIC SIGNS, TYPE A	675.20	-
1350		LF	SQUARE TUBE SIGN POST AND ANCHOR	675.341	-
60		EACH	REMOVING SIGNS	675.50	-
1		EACH	RESETTING SIGNS	675.60	-

Isle La Motte TH-1 Main St (north to south): Beginning at MP 0.000 adjacent utility pole 100-63 (0.4 Mile from W Shore Dr/VT Route 129 Intersection) and extending southerly to MP 4.703 adjacent utility pole 3/37.

NORTH

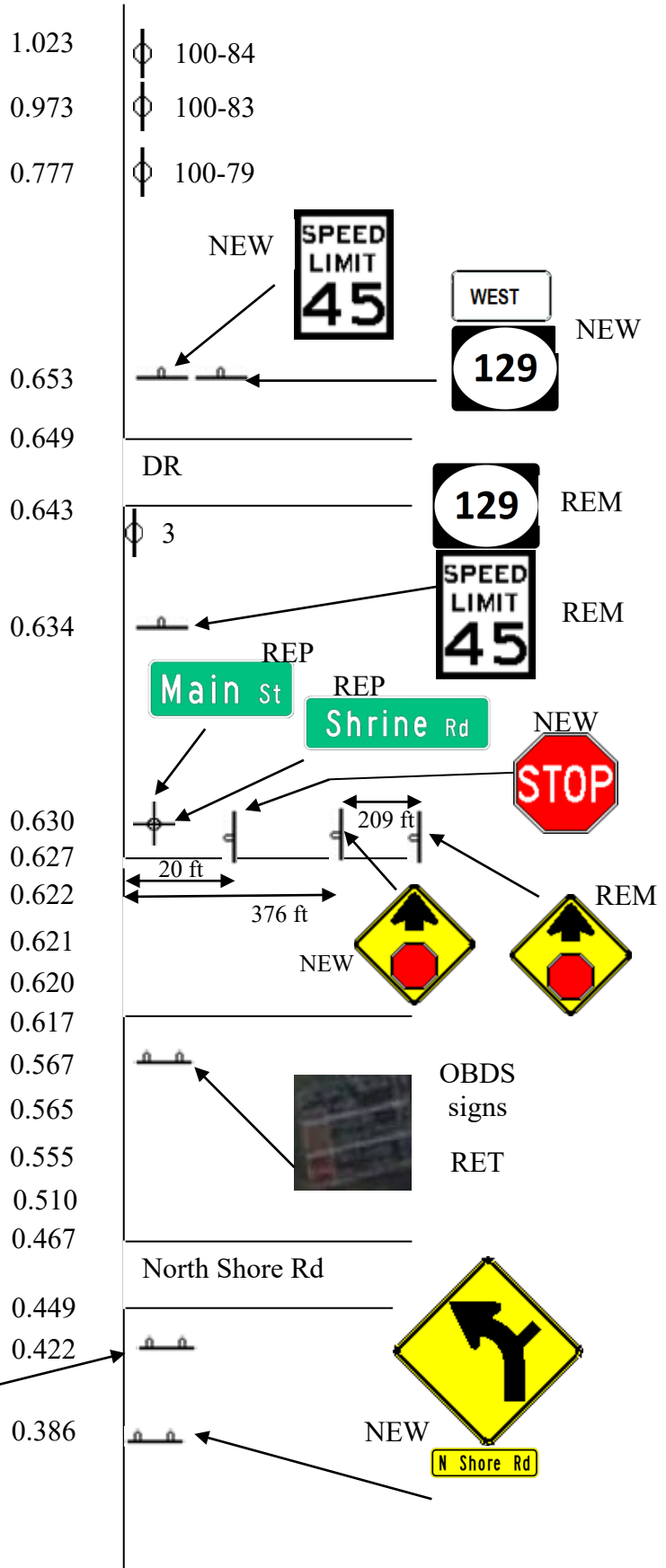
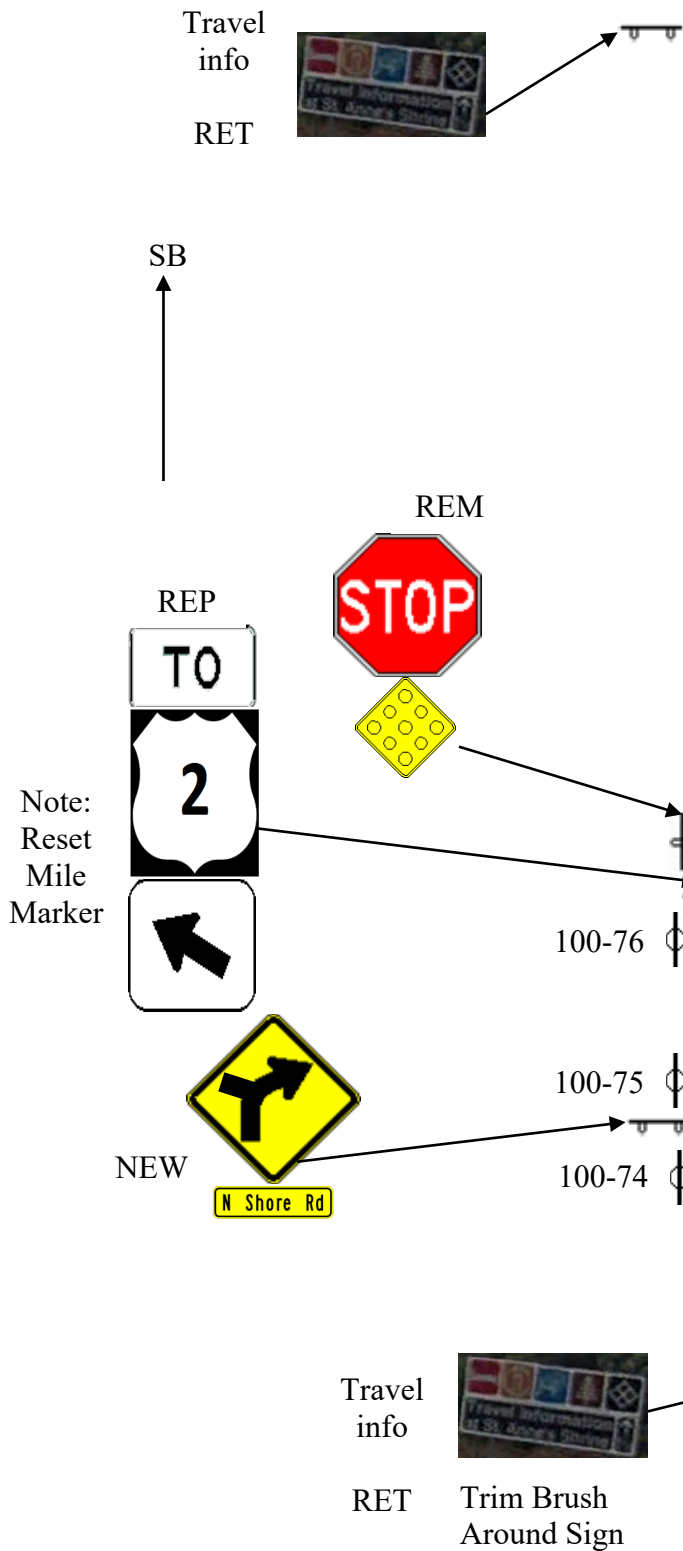


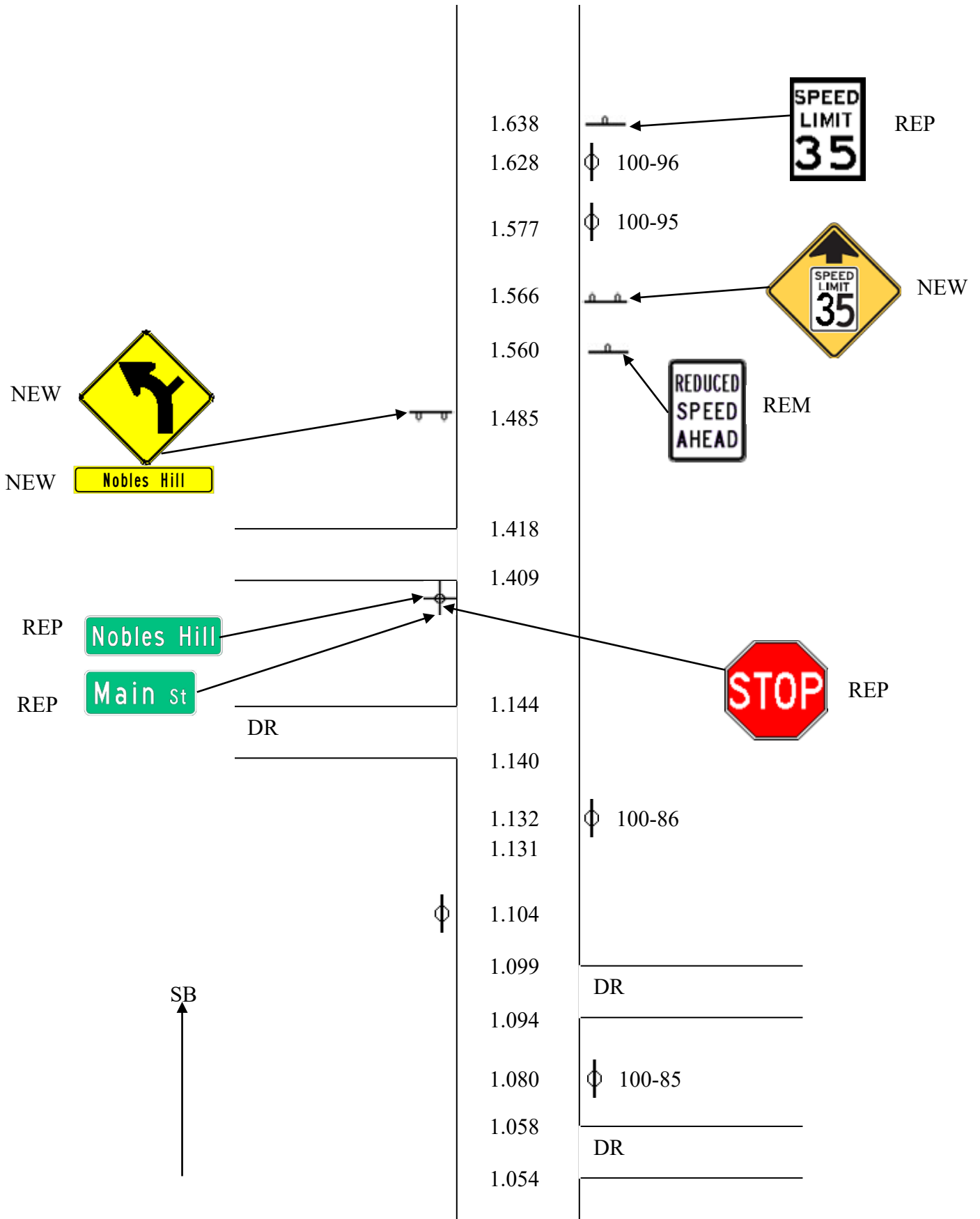


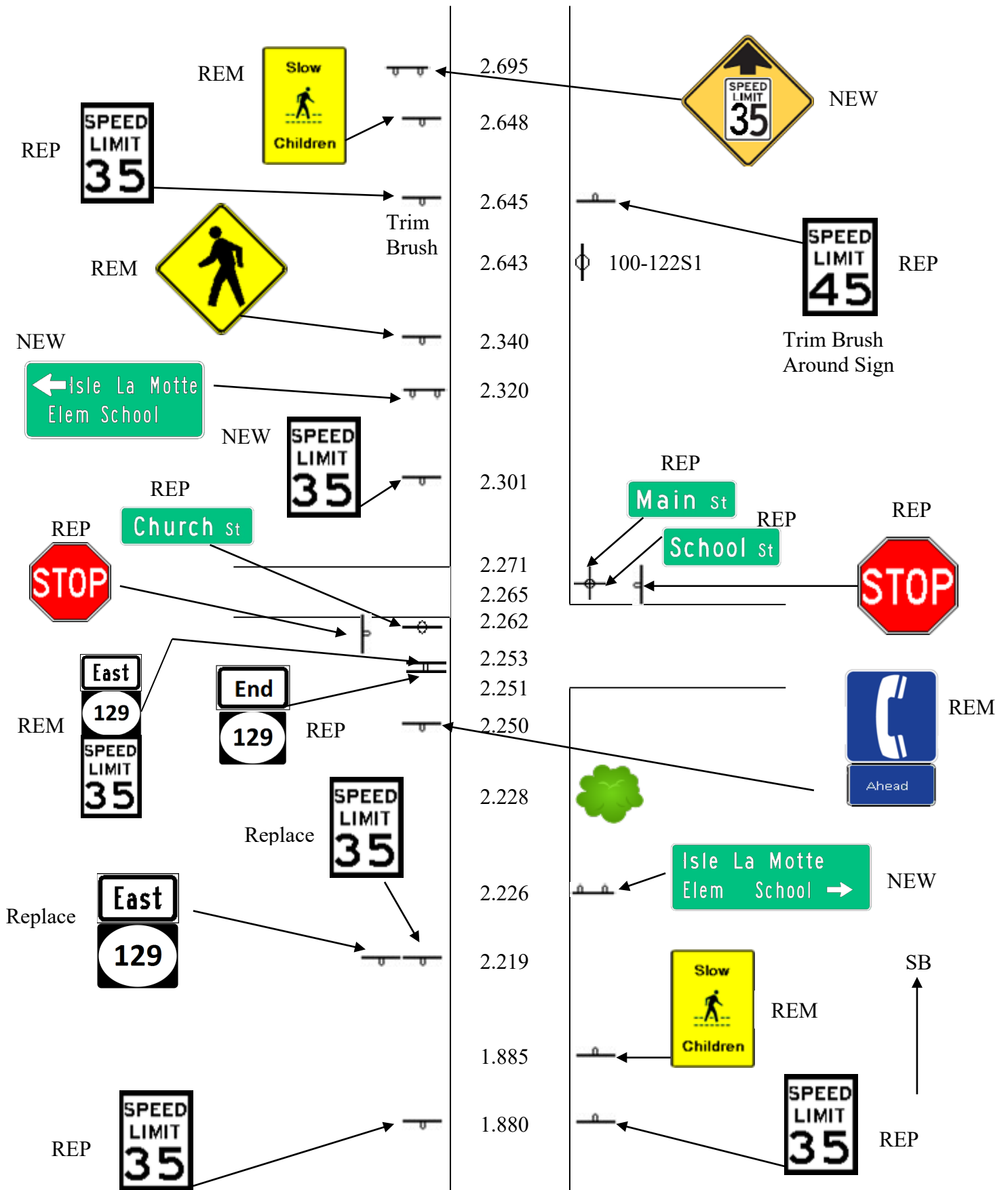
VT Route
129

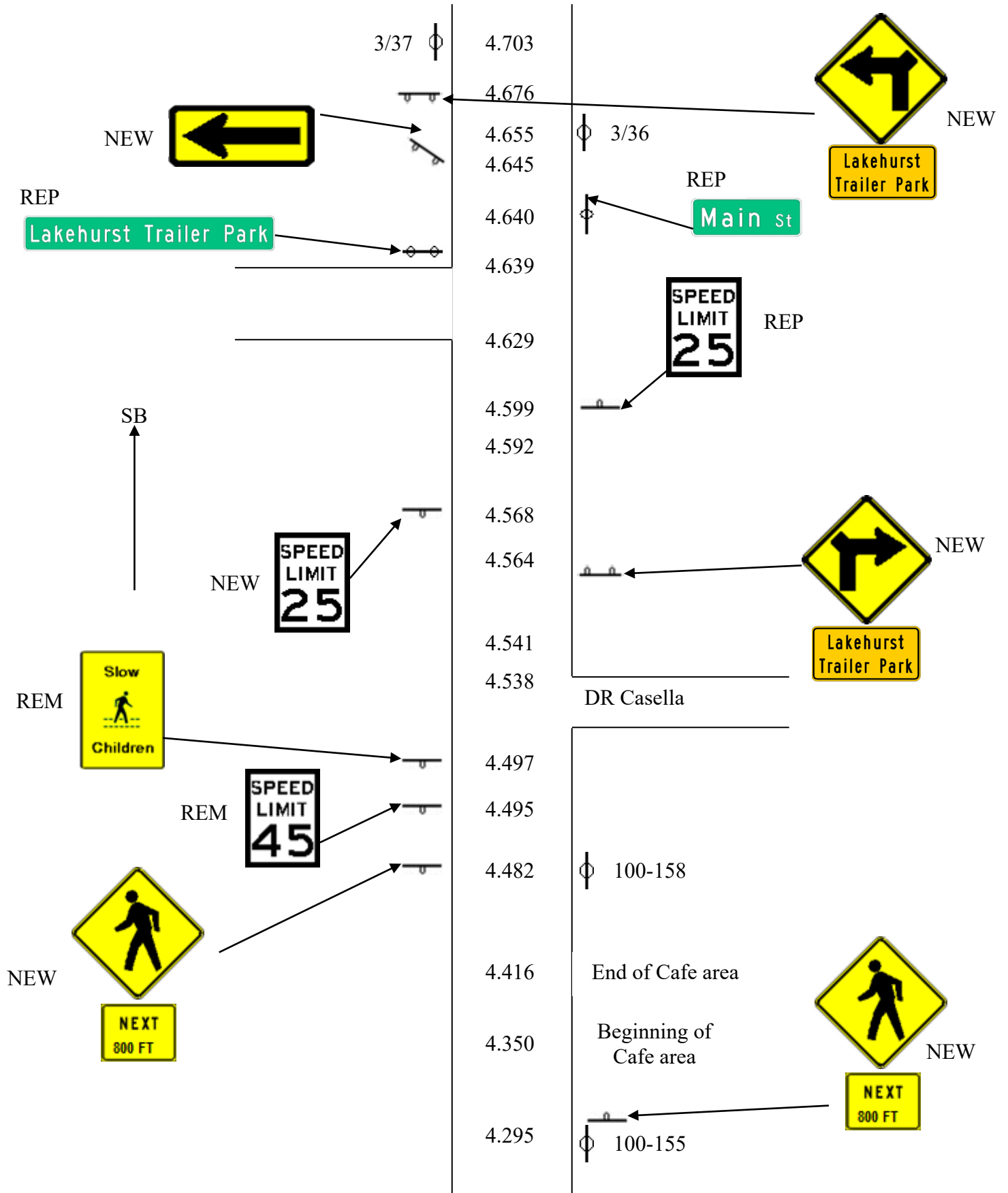
W Shore Dr Town of Isle La Motte

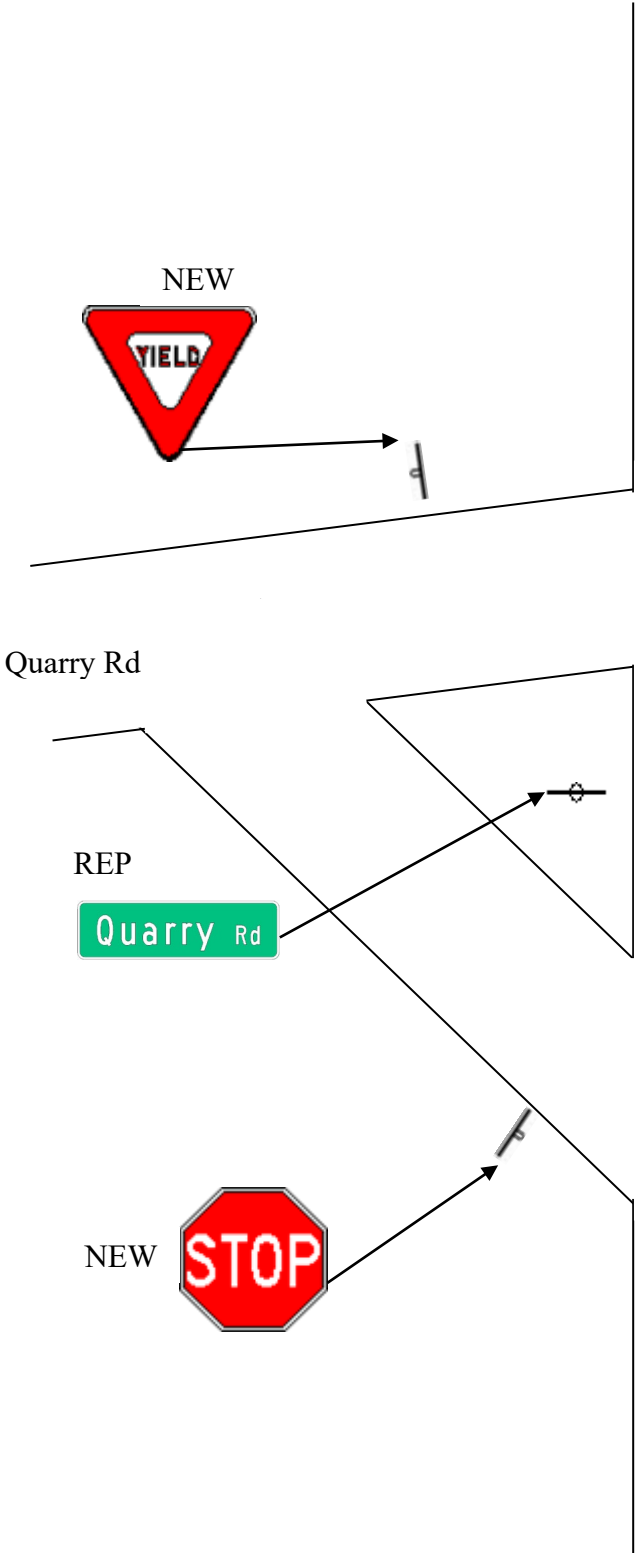
Main Street
Page 1 of 7







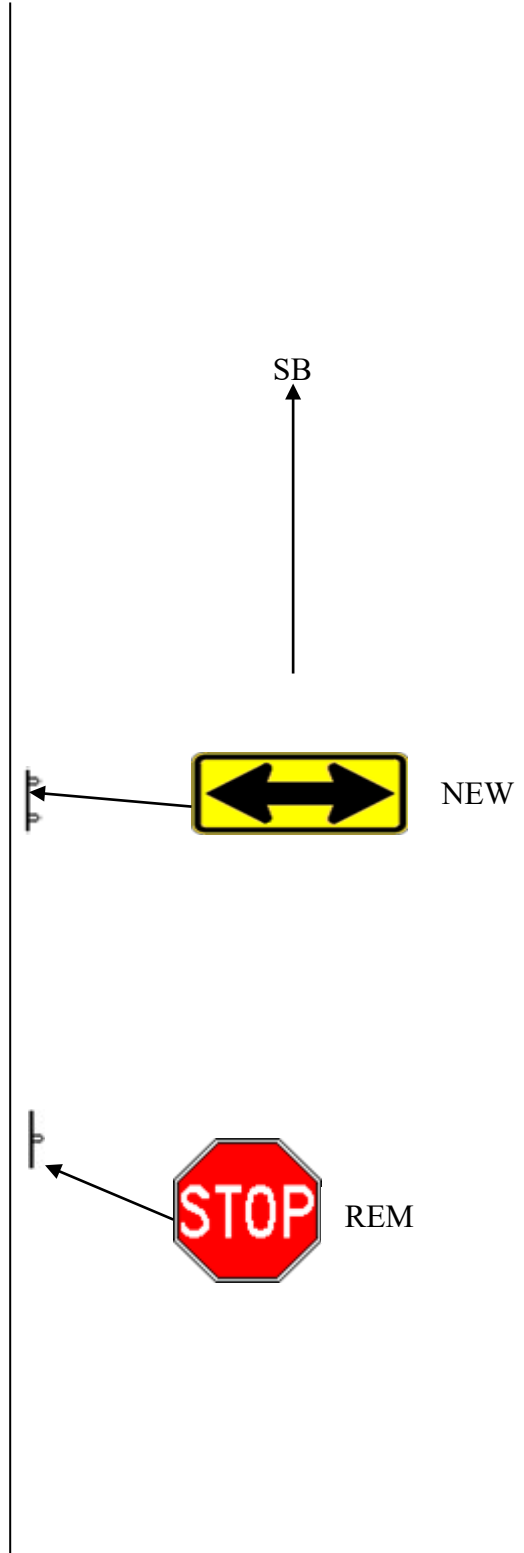




4.012

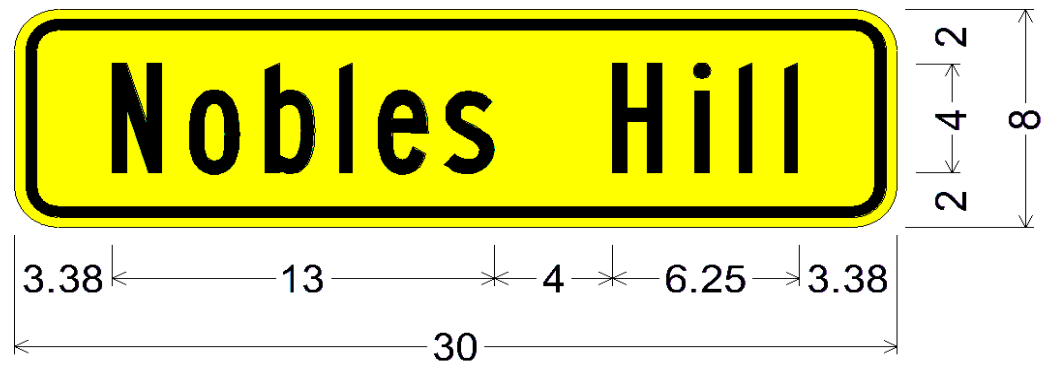
4.008

4.004

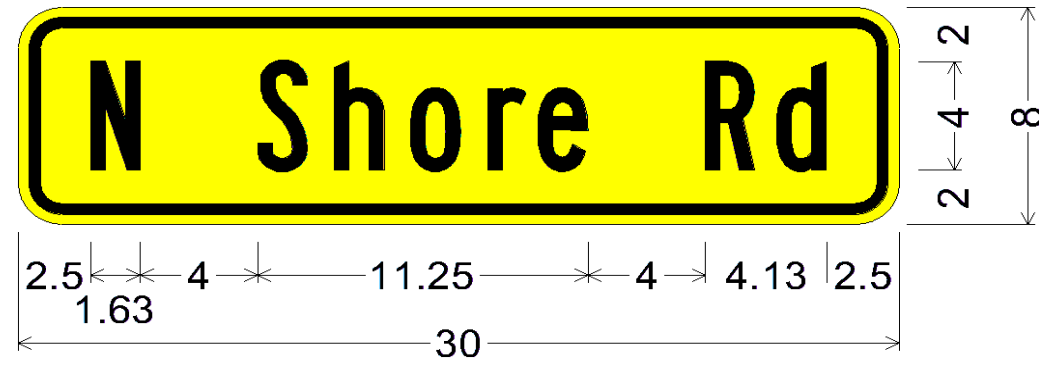


Sign Details - Sheet D1

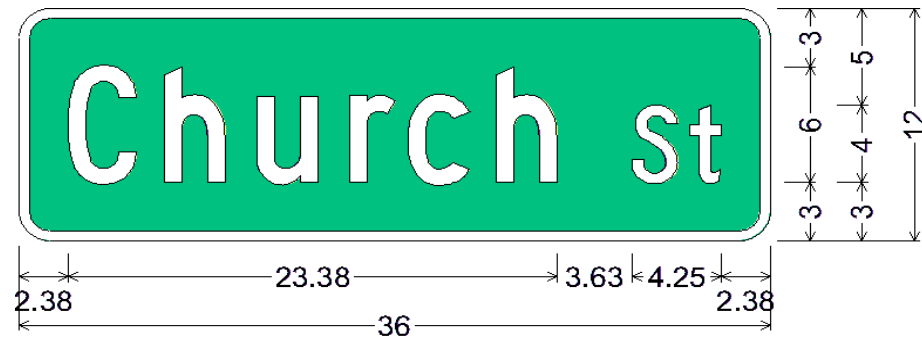
Town of Isle La Motte, Main St



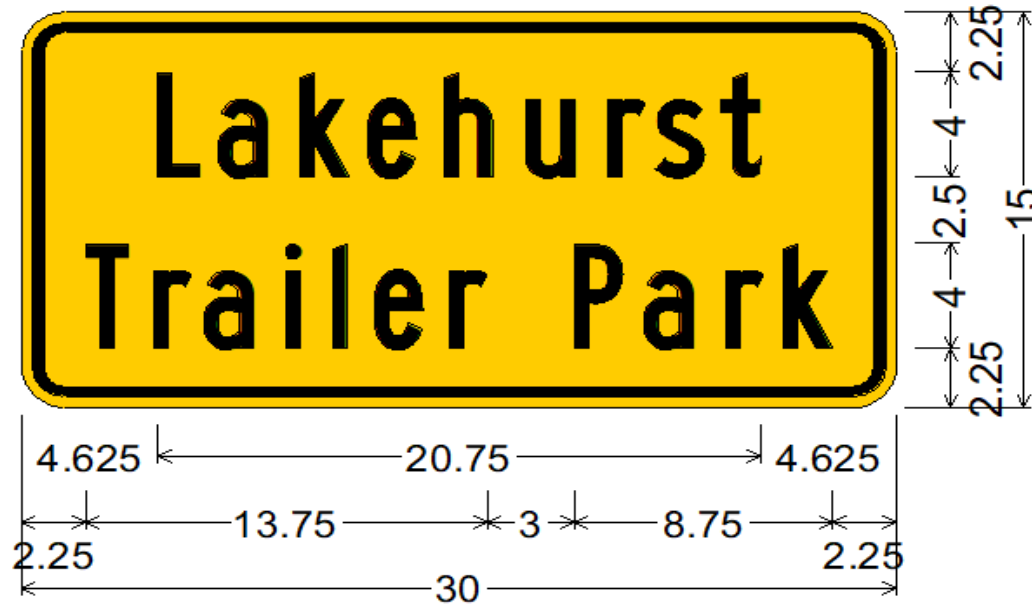
1.50" Radius, 0.38" Border, 0.38" Indent, Black on Yellow;
 "Nobles Hill" B 93% spacing;



1.50" Radius, 0.38" Border, 0.38" Indent, Black on Yellow;
 "N Shore Rd" B;



1.50" Radius, 0.50" Border, White on Green;
 "Church St" C 80% spacing;



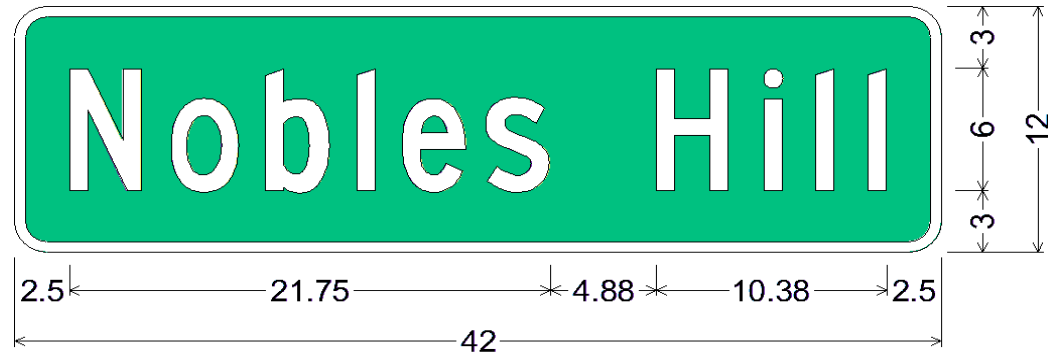
1.500" Radius, 0.375" Border, 0.375" Indent, Black on Yellow;
 "Lakehurst", B; "Trailer Park", B;



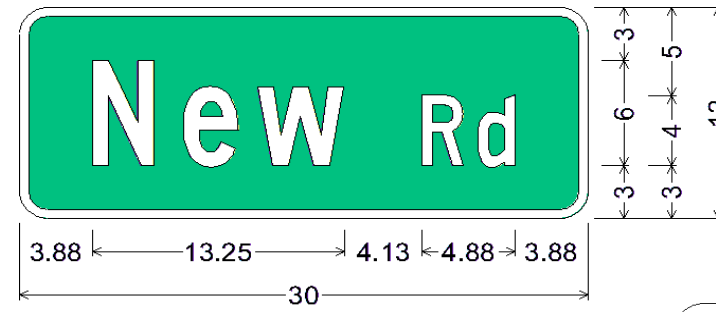
1.50" Radius, 0.50" Border, White on Green;
 "Main St" C;

Sign Details - Sheet D2

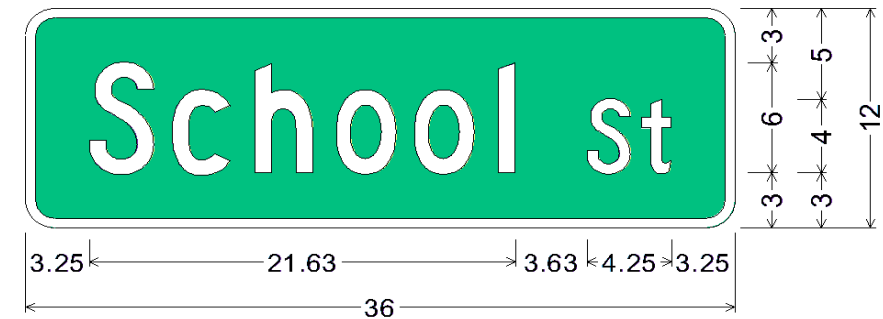
Town of Isle La Motte, Main St



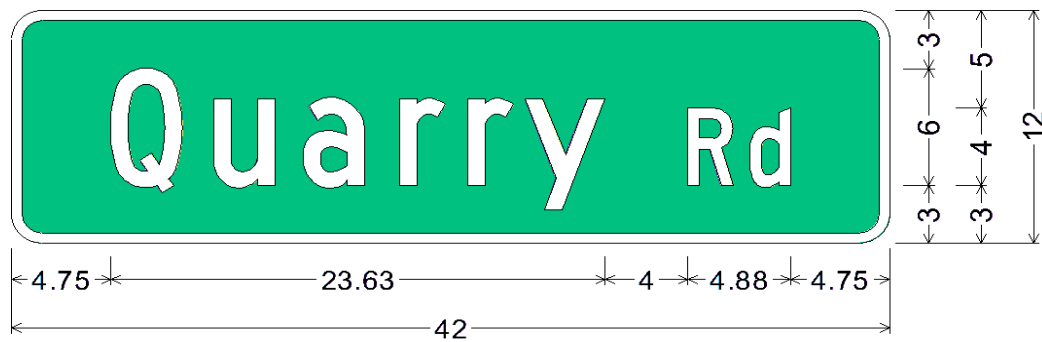
1.50" Radius, 0.50" Border, White on Green;
"Nobles Hill" C 80% spacing;



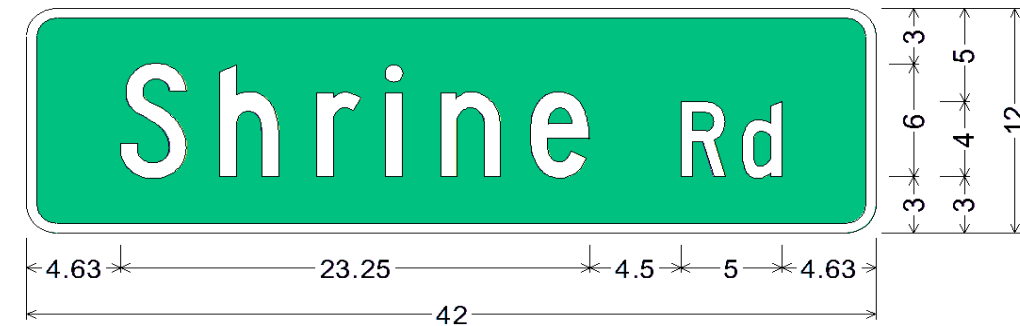
1.50" Radius, 0.50" Border, White on Green;
"New Rd" C 90% spacing;



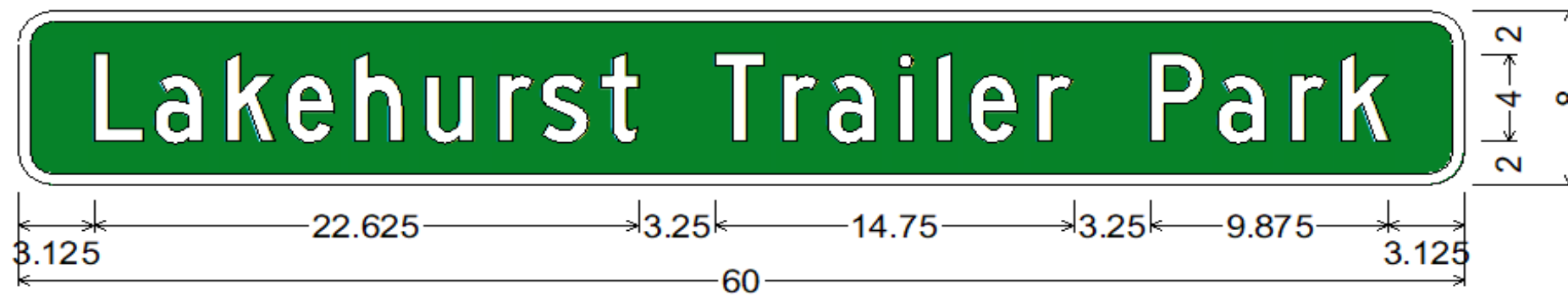
1.50" Radius, 0.50" Border, White on Green;
"School St" C 81% spacing;



1.50" Radius, 0.50" Border, White on Green;
"Quarry Rd" C 88% spacing;



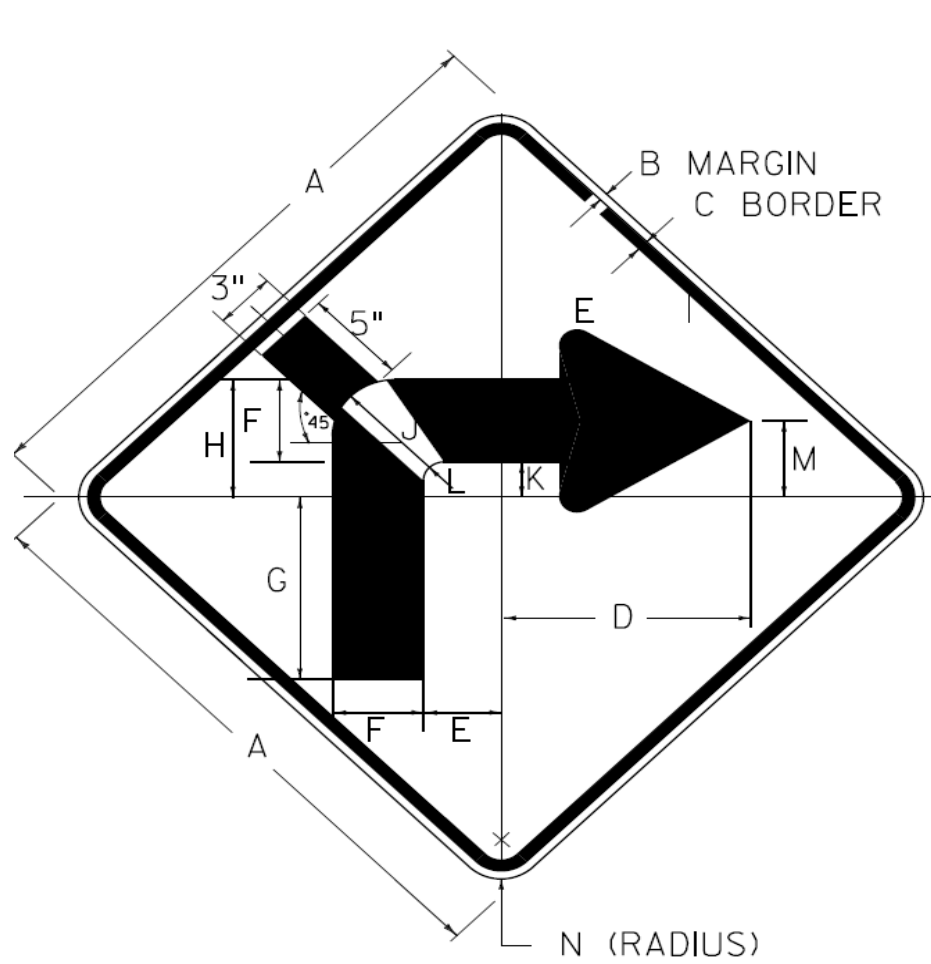
1.50" Radius, 0.50" Border, White on Green;
"Shrine Rd" C;



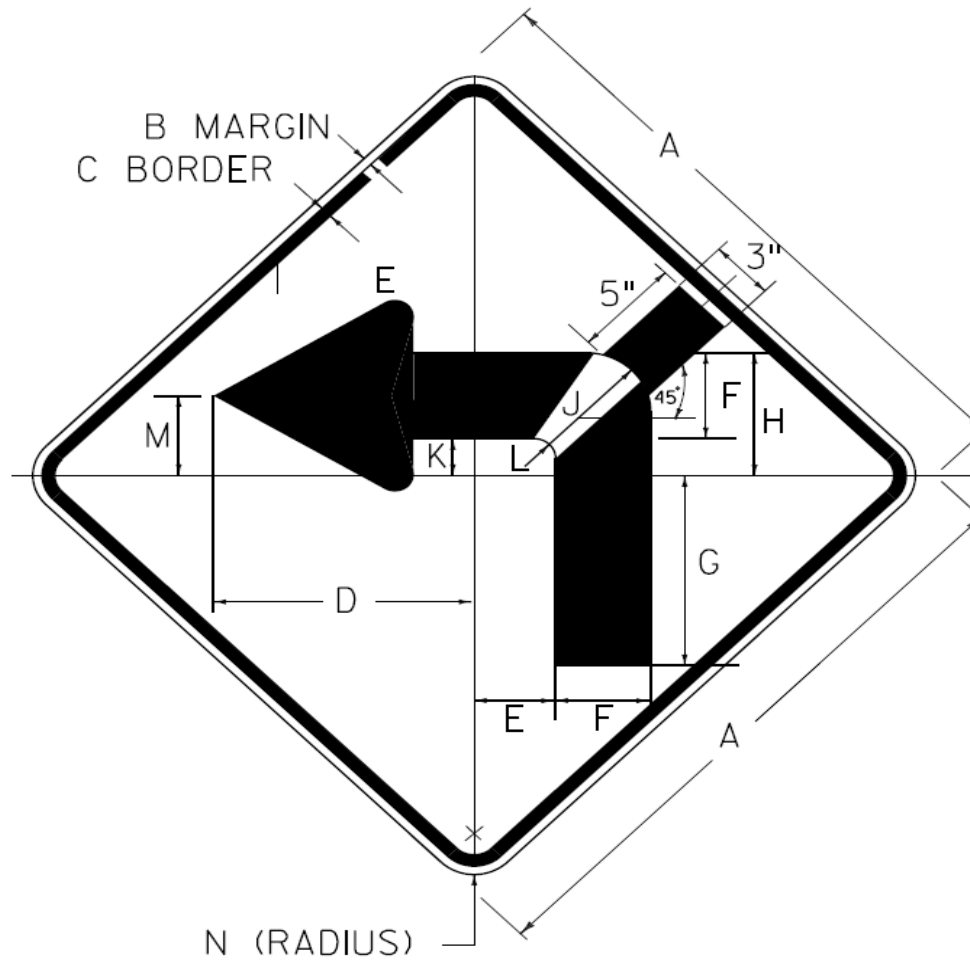
1.500" Radius, 0.500" Border, White on Green;
"Lakehurst Trailer Park", C 80% spacing;

Sign Details - Sheet D3

Town of Isle La Motte, Main St



W1-1MdR



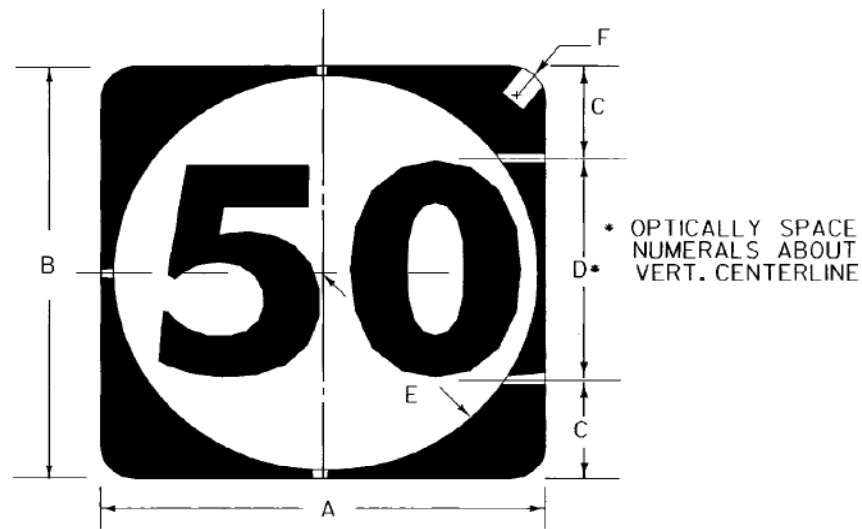
W1-1MdL

COLORS
 TEXT AND BORDER - BLACK (NON-REFL.)
 BACKGROUND - YELLOW (REFL.)

DIMENSIONS (INCHES)												
A	B	C	D	E	F	G	H	J	K	L	M	N
36	5/8	7/8	14 3/8	4 1/2	5 1/2	11 5/8	7 1/2	3 5/8	2 1/4	1 1/4	4 7/8	2 1/4

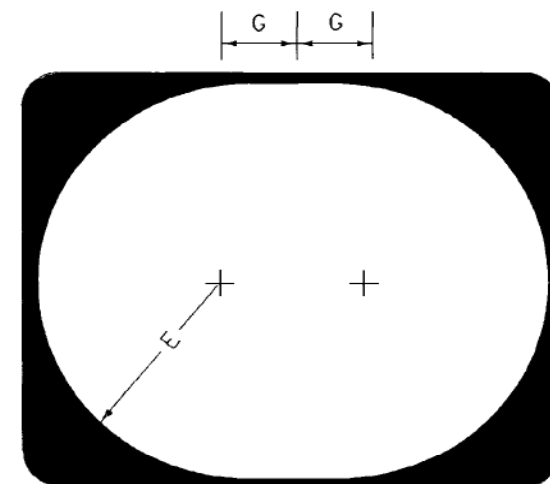


Black Rounded Rectangle, Black Font on White Background

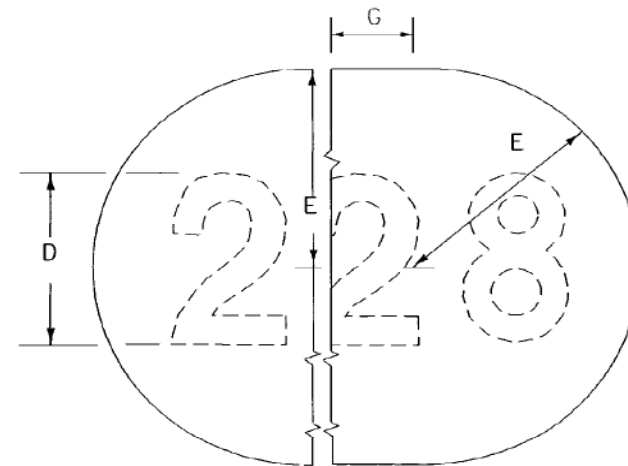


**1 OR 2 DIGIT
STATE ROUTE MARKERS**

SIGN	DIMENSIONS (INCHES)						
	A	B	C	D	E	F	G
1,2-digits	24	24	6	12D	11	1 1/2	-
1,2-digits	36	36	9	18D	16 1/2	2 1/4	-
3,-digits	30	24	6	12D	11	1 1/2	3
3,-digits	45	36	9	18D	16 1/2	2 1/4	4 1/2



**3 DIGIT
STATE ROUTE MARKER**
(SEE DIMENSION CHART FOR 1 OR 2 DIGIT SIGNS)



**STATE ROUTE MARKER
FOR GUIDE SIGN USE**

SIGN	DIMENSIONS (INCHES)		
	D	E	G
1,2-digits	12D	12	-
1,2-digits	18D	18	-
3,-digits	12D	12	3
3,-digits	18D	18	4 1/2