

Special Selectboard Meeting
30 August 2023
9:00 AM
Town Office at Isle La Motte School and via Zoom

In Attendance: Mary-Catherine Graziano, Rusty Spaulding, Cary Sandvig, Carmine Centrella, Joel English, Deborah Spaulding (via Zoom), Anne Jobin-Picard (via Zoom), Pat Treckman (via Zoom), Carl Martin (via Zoom), Alex Montagne (via Zoom), Sylvia Jensen (via Zoom), Steven Reeve (via Zoom), Beth Meese (via Zoom), Andrea Carbone

1. **Call to Order:** Meeting was called to order at 9:00 AM by Board Chair Mary-Catherine Graziano.
2. **Additions to agenda:** Mary-Catherine Graziano announced a change in the agenda, moving the Executive Session to follow the Animal Control discussion. Motion to adjust the agenda was made by Rusty Spaulding, seconded by Cary Sandvig, all in favor.
3. **Animal Control - Vicious Dog/Domestic Pet Complaint:** A hearing to review a dog bite incident on August 17, 2023 was held, with the victim Carl Martin present via Zoom and the dog's owner Joel English present to address the Selectboard. The event, which took place on Main Street near Lakehurst, involved two dogs who ran to Mr. Martin and his wife as they stopped to check their location while cycling on the Island. One of the two dogs bit Mr. Martin in the upper thigh before both dogs were chased away by a passing car. Upon reporting the incident to the innkeeper where the Martins were staying, the dogs' owner was called and Mr. English immediately provided his assurance that the dogs had been vaccinated for rabies. Mr. English conveyed his remorse that the incident occurred and extended additional apologies to the Martins and the Town. The dog has been muzzled and the enclosure secured, and the animals will not be left unattended. Mr. English stated that as his dogs have been the subject of previous incidents, one of which was officially recorded, that he understood the gravity of the situation.

Board Chair Mary-Catherine Graziano reviewed the suggested action that was provided by an animal behaviorist, which included muzzling and creating an "airlock" system of doors within the home. It is assumed by the owner that the aggressive dog is the male and that the female follows without aggression. **A copy of the behaviorist statement will be included as an exhibit to the minutes.**

At this time, the Board members provided their opinions on the direction that should be taken. Rusty Spaulding advised that he believed both dogs should be euthanized, as this is a repeated incident and a future incident could include vehicular traffic further escalating the danger and risk of injury. Cary Sandvig, after confirming with Mr. English that one dog is considered the aggressor, stated that while destroying an animal for an incident that was not their fault, he was very concerned for the ongoing safety of residents and visitors and the consequences of another incident. Carl Martin asked if his understanding of the Vermont statute that three official events require a dog to be euthanized; the Selectboard stated they would need to review this statute. Mary-Catherine Graziano stated that another event with these dogs cannot occur, as the Town will be held liable for not acting in the event of a third official attack.

Rusty Spaulding motioned to have both dogs euthanized for public safety, as prior commitments to safeguarding the dogs had not been met; additional discussion continued without a vote. Cary Sandvig and Mary-Catherine Graziano agreed that destroying a dog that did not attack is not humane. A suggestion was then made by the Board Chair to immediately euthanize the aggressive dog and assess the non-aggressive dog at the full expense of the owner. This action would first need to be reviewed by the Town's attorney, prior to taking action. Prior to voting on the revised motion, the Board Chair addressed Mr. Spaulding's concerns, and while he does not dislike the plan, Selectboard Member Spaulding feels the involvement of the Town's counsel is an expense residents should not have to bear, as this was a repeated offense. Cary Sandvig motioned to approve the plan as suggested, seconded by Mary-Catherine Graziano; Rusty Spaulding dissented. Mr. English will be issued a written recap of the results of the hearing. **A copy of the incident report will be included as an exhibit to the minutes.**

4. **Executive Session:** An Executive Session was called at 9:35 AM to discuss the Isle La Motte School real estate transfer status by motion of Rusty Spaulding, seconded by Cary Sandvig, all in favor; the session ended at 9:43 AM. The Board indicated that the survey concerns raised by Sylvia Jensen at the August 21, 2023 meeting had been reviewed with counsel, and that all issues regarding easements were covered in the deeds and no liability or exposure to the Town would be forthcoming. The attorney will begin preparing the closing paperwork for signature at a September Board meeting and closing will occur before the October 1, 2023 deadline.

Rusty Spaulding reiterated that he hopes that the aforementioned Animal Control issue will be held to the deadlines established and that the Selectboard will need to remain vigilant to the steps being taken. Cary Sandvig indicated that a certified letter outlining the timeline should be issued, to which Rusty Spaulding agreed. Mary-Catherine Graziano stated that she would prepare the letter after the meeting, which would require the assumed attacking dog to be immediately euthanized and the second dog assessed for behavioral conditions and placed under the mandated safety precautions provided at the meeting, including muzzling and "airlock" doors installed at the residence.

5. **Roadways:**

- *FY24 Better Roads Grant* - The Better Roads grant for fiscal year (FY) 2024 had been issued the same day as the FY24 Grants in Aid grant in late July, but unfortunately had not been forwarded to the Selectboard following the Road Commissioner's resignation. The Better Roads grant will provide \$20,000 to the Town with a \$5,000 match. A motion for Mary-Catherine Graziano to sign the grant agreement was made by Rusty Spaulding, seconded by Cary Sandvig, all in favor. A copy of the agreement will be included as an exhibit to the minutes.
- *FY23 Grants in Aid* - The former Road Commissioner signed paperwork for this grant in August 2022 which was not copied to the Selectboard at that time. The existence of the grant was discovered approximately ten days ago upon reviewing the FY24 grant and the FY22 grant. The deadline for completion of work was September 30, 2023, but this week the state provided a one-year extension due to the historic July flooding state-wide. The state did request the work be expedited, so the Selectboard's work today will be to finalize the bid for publishing. Mary-Catherine Graziano reviewed the bid she prepared for review, which will address culverts on portions of School Road at West Shore Road; a completion date will be noted on the bid. Cary Sandvig requested that the bid include language requiring confirmation to state and Town road standards. Bids will be due September 20, 2023 by 5:00 PM and will be opened at the Selectboard meeting later that same day. A motion to move forward with publishing the bid was made by Rusty Spaulding, seconded by Cary Sandvig, all in favor. A copy of the bid will be included as an exhibit to the minutes.
- *Road Commissioner job description* - Reviewing the job description distributed at the prior meeting, Cary Sandvig requested to note that the stipend may be modified to an hourly rate in fiscal year 2024, subject to review during the Town budgeting period and subsequent vote on the budget. A motion to publish the Road Commissioner position was made by Rusty Spaulding, seconded by Cary Sandvig, all in favor.

6. **Emergency Management - VT-Alert Resolution:** Emergency Management Director (EMD) Carmine Centrella provided an overview of the VT-Alert system, which will allow the Town to send out emergency broadcasts without the need to contact the state duty officer responsible for the system. This system will allow Town representatives to alert residents of road closures, flooding, and other emergency operations. By signing a resolution, the cost of the system is paid for by the state, which equates to approximately \$2,000 - \$3,000 in annual savings. The EMD will follow up on Anne Jobin-Picard's question as to whether or not existing VT-Alert customers will need to modify their settings to receive Isle La Motte alerts. Reviewing the overview memo, a copy of which will be included as an exhibit to the minutes, Mary-Catherine Graziano reviewed if an introduction meeting with VT-Alert must be held to remain in compliance with the program, and the Director indicated that it will not be necessary unless the Town would like to have one conducted.

A draft resolution included the EMD as the primary contact and the Town Clerk as the alternate, with the Board Chair as the third contact. Mary-Catherine Graziano indicated concerns regarding the Town Clerk as alternate, and Cary Sandvig volunteered to perform the duties as the second contact for the web-based alert system. The resolution will be revised and presented at the September 6, 2023 meeting for signature by the Selectboard. A copy of the draft resolution as reviewed at the meeting will be included as an exhibit to the minutes.

7. **Other Business:** There was no additional business to be discussed at this meeting.

8. **Adjourn:** Meeting was adjourned at 10:17 AM, motioned by Rusty Spaulding, seconded by Cary Sandvig, all in favor.

Respectfully submitted on 1 September 2023 -
Andrea Carbone

Mary-Catherine Graziano

Rusty Spaulding

Cary Sandvig

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

From: **Laurie Lawless** <laurie@lawlessdogs.com>

Date: Sun, Aug 27, 2023 at 5:34 PM

Subject: Re: follow up to phone call 3:40 Monday afternoon 8/21/23/reporting a dog bite report

To: Mary-Catherine (MC) Graziano <mcgilmvt@gmail.com>

Cc: Devon Krusko <devon@hscvvt.org>

Hi again,

For free, I will say right off the bat with the current information available, at a minimum baseline, for a Level 4 biting dog the town should require some type of confinement with an airlock system, muzzled 100% of the time off property or while outside, should never be allowed outside unsupervised even when in their airlocked space. This dog shows lack of ability to inhibit their bite and has a high potential to do this again if they were to get loose. You can not train bite pressure into or out of a dog, it is often times genetic. You can modify behaviors through training with success, but this dog can not be considered "safe" ever.

Required confinement regulations and muzzling that the household needs to sign off on an agree to has worked well in other cases I have advised for. This is probably the only alternative to euthanasia. And I would advise checking with the town's advising lawyers.

For further assessing, my hourly rate is \$200.

If you are able to get all the remaining medical records, incident paperwork, and contact info for some of the people involved so I can correctly identify which dog caused the major bites, it would not take me long to identify best recommendations and put a report together. Three hours at the absolute most.

If the dogs need in-person evaluations, I would have to bring in an extra person for safety and handling the dogs, etc. I could put together a flat fee once I understand the scope of the work more, that would include everything, I mentioned above (reviewing data + report), plus in person assessments.

If you do ask for an extension from the board for further assessments or time to figure out next steps, I would highly recommend that there is a plan in place to keep these dogs confined safety.

Laurie Lawless, CDBC, CPDT-KA

Please excuse any typos, sent on the go!

On Sun, Aug 27, 2023, 4:10 PM Mary-Catherine (MC) Graziano <mcgilmvt@gmail.com> wrote:
Thank you. Can you give me your rates? I think an evaluation of the dogs would help a lot, and even if euthanasia is pursued (my last option), it would be really awful if only one dog was doing the biting.

On Sun, Aug 27, 2023, 3:53 PM Laurie Lawless <laurie@lawlessdogs.com> wrote:
The "faxed" medical report would help indicate how much damage was done to the thigh in the second incident.

The first photo/incident is a very serious bite (Level 4 - full canine tooth entering the Boyd and tissue damage) and it is very concerning the next time the dog bit he/she went higher up the leg and grabbed a thigh. The trouble here is that there are two dogs and it's likely one is doing the damage and the other is following along with less intent, but getting mixed up in the action, especially since they look like littermates.

Let me know if I can help in any way, but I would consider both of these bites/incidents dangerous and likely to happen again without any intervention.

Laurie Lawless, CDBC, CPDT-KA

Please excuse any typos, sent on the go!

On Sun, Aug 27, 2023, 3:30 PM Mary-Catherine (MC) Graziano <mcgilmvt@gmail.com> wrote:

I will see what I can find. Thank you!

On Sun, Aug 27, 2023, 3:29 PM Devon Krusko <devon@hscvt.org> wrote:
Is it possible to ask for this from Karen and Carl? This would be an important piece of evidence, especially when this is a euthanasia decision.

Thank you,

Best,
Devon Krusko, CPDT-KA, FDM (she/her)
Interim Animal Care Manager
Humane Society of Chittenden County
Office: 802-862-0135 x17

Please note, I work for HSCC part-time and there may be a 72 hour response time. If you have an urgent need please call the front desk: 802-862-0135.

From: Mary-Catherine (MC) Graziano <mcgilmvt@gmail.com>

Sent: Sunday, August 27, 2023 3:05 PM

To: Devon Krusko <devon@hscvt.org>
Cc: Laurie Lawless <laurie@lawlessdogs.com>
Subject: Re: follow up to phone call 3:40 Monday afternoon 8/21/23/reporting a dog bite report

Unfortunately, no. I'm sorry.

On Sun, Aug 27, 2023, 2:08 PM Devon Krusko <devon@hscvt.org> wrote:
Hi Mary-Catherine,

Are there photos of this most recent injury as well?

Best,
Devon Krusko, CPDT-KA, FDM (she/her)
Interim Animal Care Manager
Humane Society of Chittenden County
Office: 802-862-0135 x17

Please note, I work for HSCC part-time and there may be a 72 hour response time. If you have an urgent need please call the front desk: 802-862-0135.

From: Mary-Catherine (MC) Graziano <mcgilmvt@gmail.com>
Sent: Sunday, August 27, 2023 1:42 PM
To: Devon Krusko <devon@hscvt.org>; Laurie Lawless <laurie@lawlessdogs.com>
Subject: Fwd: follow up to phone call 3:40 Monday afternoon 8/21/23/reporting a dog bite report

Best,
Mary-Catherine (MC) Graziano (she/her)

Notice: By Vermont's public records law, emails (and other documents) acquired/created by a government agency are considered public records and subject to disclosure, unless specifically excluded by the Public Records Act.

Incident Report

Date of Vicious Dog Hearing: 8/30/2023 at 9:00 am at the Isle La Motte Town Offices.

Date and approximate time: 8/17/23 in the evening.

Location: intersection of Rt 129 and Lakehurst Trailer Road. *5650 Main St.*

Description of incident: Reportees were stationary at the intersection on our bikes checking their GPS on how to get back to Ruthcliffe Lodge.

The dogs came running aggressively out of the woods. Injured party was bitten immediately high on his leg; the attack resulted in puncture wounds. They kept surrounding the Reportees barking and attacking. The dogs were ferocious and did not give up their aggression until a car came by, stopping and checking in on the Reportees. Injured Party told them he had been bitten. As the car left the intersection with their windows rolled down, they yelled at the dogs and the dogs backed off. They basically chased them up the road with their car and the Reportees left, feeling fearful they would follow. Car driver is unknown.

Injured Party was bitten on his bike shorts which apparently kept him from a worse injury. Nonetheless, it is a significant and painful injury that needed tending when we reached the lodge.

Injured Party did see a doctor Friday morning at Northwestern Medical Center for a tetanus shot.

At the hospital the Reportees filled out an animal health report for Isle La Motte's animal control officer that was to be faxed to the Isle La Motte office. Isle La Motte town office does not receive faxes and didn't receive the report Reportees filled in at the hospital.



Photos of dogs:



Photo of injury:

8/28/23 3:57 pm

Paul R. Eijs

**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 the **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 is implementation of clean water improvements to address road-related water quality issues.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of 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 **15** 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

4. 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

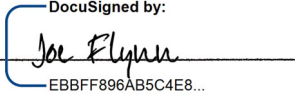
WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

State of Vermont
Agency of Transportation

Grantee:
TOWN OF ISLE LA MOTTE

Date: 8/31/2023

Date: 8/30/23

Signature: 
EBBFF896AB5C4E8...

Signature: 

Name: Joe Flynn

Name: Mary Catherine 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 #: BR1076		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Isle La Motte CWFB024-332			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$20,000.00	
		⁶ Total Award Amount: \$20,000.00	
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>\$5,000.00</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	\$20,000.00	\$20,000.00	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	\$20,000.00	\$20,000.00			

SECTION IV - CONTACT INFORMATION

<p>STATE GRANTING AGENCY</p> <p>NAME: Alan May TITLE: Better Roads Project Coordinator PHONE:Cell (802) 828 - 4585 EMAIL: alan.may@vermont.gov</p>	<p>GRANTEE</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 involves the following town highways:

School St. TH#2

2. SCOPE OF WORK

The work to be completed shall be as described within the Grantee's application and supporting documentation except as modified by the Special Conditions noted below and generally described here:

Culvert - Upgrade ; Grass Lined Ditch ; Stone Lined Ditch ; Other: stoneheaders stabilize outlets

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

3. SPECIAL CONDITIONS

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 Alan May for details on how to obtain a sign.

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 Better Roads invoice form, which Grantee shall send electronically via email to: BetterRoads@vermont.gov

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

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

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

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 GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge 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

The United States Department of Transportation

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

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.*



Issue Date: 01/01/2023

Policy Number: P3202023

Certificate #: 7

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: Stephen Mank
 PO Box 250
 Isle La Motte, VT 05463

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

This is to certify that the policies of coverage listed below have been issued to the named member listed above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, definitions, exclusions, and conditions of such policies. Note that limits shown may have been reduced by paid claims.

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	01/01/2023 - 01/01/2024	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2023 - 01/01/2024	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2023 - 01/01/2024	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2023 - 01/01/2024	As Per Policy Declarations
Other: The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for Automobile Liability, General Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
Certificate Holder: State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	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: _____

The Town of Isle La Motte will be accepting bids for a culvert contract for a grant-funded and scoped project. This project will be using the road segments from MRGP map: <https://vapda.maps.arcgis.com/apps/webappviewer/index.html?id=2eedb2a33b674abc9926298aa4dd9047>

This grant requires a quick turnaround, as the project completion deadline is 9/30/2023. Only bidders that can guarantee a project completion date of before 9/30/2023 will be considered.

Please Provide Bids for each of the following specifications:

Road Segment 71612.1: From intersection with School St to house #1184 -culvert is undersized. Outlet cannot be found (brush). Will be replaced and add splash pad outlet stabilization.

Road Segment 71614.1: From power pole by mailbox for #1219 culvert 90880 is 12", 32 ft long, is over 50% obstructed on the inlet side.

Both Segments: Road Segment 71612.1 and 71614.1

Other Requirements:

1. The Contractor shall be liable for any personal property damages which The Contractor causes.
2. The Contractor must provide a firm completion date in the bid.
3. The Contractor must file a certificate of insurance with The Town within ten (10) days of being awarded the contract.
4. Equipment breakdown experienced by The Contractor is the sole responsibility of The Contractor, and in no way shall reflect a cost overrun.
5. In the event this contract is not adhered to, The Town will have the option to terminate said contract with a thirty (30) day notice to The Contractor.
6. The Contractor will provide and use proper signage (e.g., two "Road Work Ahead" signs).
7. The contractor shall be responsible for leaving the roads and roadsides in a neat and orderly condition at the end of each workday.
- 8.

Payment:

Assuming timely and successful completion of work tasks as specified above, all payments will be made within thirty (30) days of submission of the applicable invoice.

Bid Submission Details:

Bids form and proof of insurance must be sealed and received at the Town Office located at School St. Ext. Isle La Motte, Vt. 05463 or mailed to P.O. Box 250 Isle La Motte, Vt. 05463 by DATE AND TIME. Please write: "Attn: Culvert Project" on the front of the envelope. A contract will be required for this work. Please provide your company's standard document for review with the bid, if available.

Bids will be opened at the Select Board Meeting on DATE AND TIME. Any questions regarding this bid please contact the Town Office at 1-802-928-3434.

The Town of Isle La Motte reserves the right to accept or reject all bids.

CULVERT BID FORM

Name/Company: _____

Address: _____

Phone Number: _____

Email: _____

Road Segment 71612.1: *From intersection with School St to house #1184 -culvert is undersized. Outlet cannot be found (brush). Will be replaced and add splash pad outlet stabilization.*

Segment A: Labor Cost _____

Segment A: Materials Cost _____

Segment A: Equipment Costs _____

Segment A: Total Cost _____

Road Segment 71614.1: *From power pole by mailbox for #1219 culvert 90880 is 12", 32 ft long, and is over 50% obstructed on the inlet side.*

Segment B: Labor Cost _____

Segment B: Materials Cost _____

Segment B: Equipment Costs _____

Segment B: Total Cost _____

Both Segments: Road Segment 71612.1 and 71614.1

Both Segments: Labor Cost _____

Both Segments: Materials Cost _____

Both Segments: Equipment Costs _____

Both Segments: Total Cost _____

Completion Date (assume work may begin upon contract execution): _____

Describe the equipment you propose to use for the contract:

Please describe any deviations from the bid specifications that you will need to follow or would suggest to the Town:

Signature of Bidder: _____

Date: _____



VT-Alert Implementation Process

October 15, 2019

This is the process for Vermont Emergency Management (VEM) to set up VT-Alert as a municipally based notification system.

- 1 - VEM conducts an introductory meeting with the municipality -
 - Meeting takes 20-60 minutes to discuss system overview and a local implementation plan.

- 2 - Municipality officially adopts the use VT-Alert as a notification system -
 - The governing body must provide a formal document authorizing local use of the VT-Alert system (e.g. a letter or memo signed by the chair of the select board).
 - One person must be the designated primary local admin, authorized to work with VEM to make changes on behalf of the municipality and appoint/approve managers.
 - There are no specific limits on the number of managers a municipality may or must have, though there should be at least two.

- 3 - VEM conducts training for local managers -
 - Training takes approximately 90 minutes.
 - Each manager should have a computer and Internet access.

- 4 - Municipality conducts public awareness campaign (optional) -
 - The municipality may want to inform residents of the statewide and local program to encourage people to provide contact information and sign up for specific locations.

- 5 - Municipality and VEM maintain VT-Alert system and training -
 - VEM is responsible for the maintenance of the VT-Alert system (through Everbridge) including hardware, software, technical support, and ongoing training.
 - Municipalities are responsible maintaining any desired notification groups and templates, appointing and training local managers as required, and notifying VEM when someone no longer needs local manager privileges.

VT-Alert Adoption Example

Town of Xxxxx
Street Address
Town, Vermont 00000

DATE

MEMORANDUM FOR Vermont Emergency Management (VEM), 45 State Dr,
Waterbury, VT 05671-1300

SUBJECT: Adoption of VT-Alert

The town of Xxxxx hereby officially adopts VT-Alert as a public safety notification system.

NAME (e-mail, phone number) will be the primary administrator and NAME (e-mail, phone number) will be the alternate.

The town would like the following people to act as local VT-Alert managers.

<u>Name</u>	<u>Email Address</u>
Primary Admin Name	primary@abc.com
Alternate Admin Name	alternate@abc.com
Name	name@abc.com
Name	name@abc.com
Name	name@abc.com
Name	name@abc.com
Name	name@abc.com

FIRST M. LAST
Selectboard Chair

This format is just an example - any memo or letter format will do and the specific language is not important as long as it includes the adoption of VT-Alert, appoints a primary administrator, and provides names and email addresses for the initial set of managers. After the initial setup, the organization's primary admin will be able to add and remove managers, through VEM, as required.

August 30, 2023

Samuel Dillner
VT-Alert Administrator
Vermont Emergency Management (VEM)
45 State Drive
Waterbury, VT 05671-1300

SUBJECT: Adoption of VT-Alert (via email)

Dear Samuel:

The Town of Isle La Motte hereby officially adopts VT-Alert as a public safety notification system. As we, the Selectboard, understand, the service is funded entirely by the state of Vermont.

Carmine Centrella (carminecentrella90@gmail.com, 860-982-9326) will be the primary administrator and Stephen Mank (townofislelamotte@gmail.com, 774-258-2488) will be the alternate.

The Town would like the following people to act as local VT-Alert managers:

<u>Name</u>	<u>Email Address</u>
Carmine Centrella, <i>Emergency Management Director</i>	carminecentrella90@gmail.com
Stephen Mank, <i>Town Clerk</i>	townofislelamotte@gmail.com
Mary-Catherine Graziano, <i>Selectboard Chair</i>	mcgilmvt@gmail.com

Please let us know if you require any additional information to establish the notification system, and thank you for providing this opportunity for our community.

Regards -
Isle La Motte Selectboard

Mary-Catherine Graziano

Rusty Spaulding

Cary Sandvig