



EXECUTIVE COMMITTEE

August 24, 2017

3:00 p.m. at CVRPC's Office

Page **AGENDA**

- | | | |
|----|-------------------------|--|
| | 3:00¹ | Adjustments to the Agenda |
| | 3:02 | Public Comment |
| 2 | 3:05 | Contract/Agreement Authorization (enclosed)² <ul style="list-style-type: none">a) VT Department of Environmental Conservation - Municipal Class IV Road Remediation and Demonstration Project |
| 27 | 3:15 | Brownfields Budget Adjustment (enclosed)²
Discussion and decision on budget adjustment. |
| 30 | 3:35 | Brownfield Program Authorizations (enclosed)² <ul style="list-style-type: none">a) Bonacorsi-Capital Candy - Phase 2 Environmental Site Assessmentb) Montpelier Granite Works – Site Enrollment and Phase 2 Environmental Site Assessment |
| 32 | | |
| | 4:00 | Adjourn |

¹ All times are approximate unless otherwise advertised

² Anticipated action item



MEMO

Date: August 22, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

I am requesting Executive Committee approval of the following:

CONTRACT

(Contracts and agreements valued at more than \$25,000)

VT Department of Environmental Conservation – Municipal Class IV Road Erosion Remediation and Demonstration Project

Scope of Work: This project will reduce sediment and phosphorus runoff by implementing road best management practices on hydrologically-connected municipal road segments. Improvements to twenty-eight (28) Class IV road segments will be addressed through this effort. CVRPC will work with Calais, Waitsfield, and Woodbury. Other Central Vermont communities can be added to the scope of work with State approval as the project progresses.

CVRPC will also hold two workshops that highlight these demonstration projects, and will conduct a train-the-trainer workshop with other RPCs.

Funding:

Grant Amount: \$113,000 (federal funds – US EPA)

Match Amount: \$20,000

Match Source: Towns will provide ~15% match in amounts proportional to their project costs.

Performance Period: 08/18/17 – 03/31/18 (see note 3d)

Staff: Dan Currier (primary)

Notes:

1. Project funding is \$11,300 CVRPC personnel and expenses, and \$100,000 towns for project construction, including personnel and expenses.
2. Construction provisions, including the David Bacon Act, apply to this contract.
3. This contract may be modified prior to signature by CVRPC. Staff discussed four items with DEC staff via telephone earlier this week:
 - a) The apparent treatment of CVRPC as both a contractor and subrecipient. Under 2 CFR §200.330, pass-through entities (the State) must make a distinction between subrecipients and contractors. Resolution: State staff stated that CVRPC is a contractor for this agreement, and that Attachment D: Standards Terms and Conditions for Federal Subrecipients does not apply to this contract.
 - b) The apparent use of a fixed award contract that includes match. Under 2 CFR §200.201(b)(2), a fixed amount award cannot be used in programs which require mandatory cost sharing or match. Resolution: State staff stated this is a deliverable based contract, not a fixed award contract. CVRPC is not required to track actual costs. Costs for equipment, materials or personnel can be claimed as match as long as it is not billed to the contract.
 - c) Clarification as to when CVRPC will be required to use a procurement process under this contract. Resolution: State staff stated CVRPC is not required to bid construction work if it is performed by CVRPC or the participating municipalities. If work is subcontracted out by a municipality, adopted procurement procedures must be followed.
 - d) Modification of the deliverable schedule and contract term. Issuance of the contract was delayed extensively due to State vacancies. It was scheduled to begin in early July. CVRPC can no longer guarantee the deliverable schedule can be met by January 5, 2018 because construction must be completed before workshops can be planned, scheduled, and held. The workshops require a field component, which would need to be held in late November or early December. Weather could reduce participation and jeopardize the ability to travel safely to the sites. CVRPC requested a September 30, 2018 contract end with complimentary modifications to the deliverable schedule. Resolution: State staff will request approval from US EPA to modify the schedule and term.

Staff recommends approval of this contract contingent upon:

- **State affirmation in writing that:**
 - Attachment D does not apply,
 - CVRPC is not required to track actual costs, and
 - CVRPC is not required to bid construction work unless it is performed by a non-municipal subcontractor, and
- **Modification of the deliverable schedule and contract term to a date satisfactory to the Executive Director.**



Vermont Department of Environmental Conservation

Agency of Natural Resources

FFA - STANDARD CONTRACT FOR SERVICES

1. Parties: This is a contract for services between the State of Vermont, Department of Environmental Conservation (hereinfter called "State"), and Central Vermont Regional Planning Commission with principal place of business at 29 Main St. Suite 4, Montpelier, VT 05602 (hereafter called "Contractor"). Contractor's form of business organization is a cooperative. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this contract is personal services generally on the subject of municipal class 4 road erosion remediation and demonstration project. Detailed services to be provided by the contractor are described in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$113,000. Required match is equal to at least \$20,000. This contract cannot be used as match for the purpose of obtaining additional federal funds by the contractor without the written approval of the State.
4. Subcontracting: Contractor shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subcontract form.
5. Ownership and Disposition of Equipment: Any equipment purchased or furnished to the Contractor by the State under this Agreement is provided on a loan basis only and remains the property of the State. Contractor must submit a written request to retain the equipment at the end of agreement term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
6. Contract Term: The period of contractor's performance shall begin on August 18, 2017 and end on March 31, 2018. This contract may be renewed for up to 2 additional one year periods upon written agreement by the State and the Contractor.
7. Source of Funds: State and Federal
 - a. For Contracts funding with federal dollars only.

CFDA Title:	Lake Champlain Basin Program
CFDA Number:	66.481
Award Name:	Lake Champlain Basin Program
Award Number:	LC-96186101-1
Award Year	2016
Federal Contracting Agency	Environmental Protection Agency
Research and Development Contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.

9. Cancellation: This contract may be canceled by either party by giving written notice at least 30 days in advance.
10. Fiscal Year: The contractor's fiscal year starts July 1 and ends June 30.
11. Work product ownership: Upon full payment by the State, all products of the Contractor's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.
12. Attachments: This contract consists of the following attachments which are incorporated herein:
 - Attachment A - Specifications of Work to be Performed
 - Attachment B - Payment Provisions
 - Attachment C - Customary State Contract Provisions
 - Attachment D – Federal Terms and Conditions
 - Request for Approval to Subcontract
13. Order of Precedence: Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
 - a. Standard Contract
 - b. Attachment D (if applicable)
 - c. Attachment C (Standard Contract Provisions for Contracts and Grants)
 - d. Attachment A
 - e. Attachment B

Legal Name and D-U-N-S® Number on File with the www.sam.gov (1):

Central Vermont Regional Planning Commission
Print Legal Name

158842195
D-U-N-S® Number (2)

Did this business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?*:

☐ Yes ☒ No

If yes, please list the top five highest paid senior executive salaries that are not available to the public:

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

STATE OF VERMONT

CONTRACTOR

By:

By:

Commissioner

Name: (Print) _____

Department of Environmental

Title: _____

Date: _____

Date: _____

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

The primary objective for this project is to reduce sediment and phosphorus runoff by implementing road best management practices on hydrologically-connected municipal road segments, specifically Class 4 roads, within the Lake Champlain watershed. Hydrologically-connected road segments are those sections of road at high risk to impact adjacent surface waters, lakes, ponds, perennial and intermittent streams, and wetlands. The State has developed a hydrologically-connected road segment GIS layer that is available on the VT ANR Natural Resources Atlas (<http://anr.vermont.gov/maps/nr-atlas>). Secondary benefits of implementing road Best Management Practices (BMPs) are improved flood resiliency and road safety. This project will demonstrate the importance of municipalities addressing significant erosion sources from Class 4 roads. As such, there is a strong demonstration component, so that the project can be replicated in other municipalities across the state.

The Contractor will address road erosion, treating 28 road segments (16 segments= 1 mile) of Class 4 road.

The contractor will complete the following scope of work:

Task 1: Project Initiation

Upon the outset of the project, the Contractor will issue a press release and post it on the State's FLOW blog. The Contractor will host a kickoff meeting with the Foremen from the municipalities where Class 4 road remediation work will occur and the State to go over the scope of work, budget and deliverables.

Task 1 Deliverables: FLOW Blog, Press Release, Kickoff Meeting Minutes

1. *Timeline: July-August 2017.*

Task 2: Road BMP Implementation

This project will address road erosion from hydrologically connected segments in Calais, Waitsfield, and Woodbury. Preliminary road segments sites have been identified on Apple Hill and Woodbury Mountain Road in Calais, West Woodbury Road in Woodbury, and Ronk Road in Waitsfield. The Contractor will provide project oversight and grant management for the BMP road improvement. Treating 28 road segments of Class 4 roads. Additional sites from other communities mentioned above and other communities within the regional planning commission coverage area may be added. The implemented BMPs will include, drainage and driveway culvert upgrades, turn outs, culvert outlet stabilization, culvert headwalls, grass and stone-lined drainage ditches, road shoulder lowering, and other practices that promote road Stormwater disconnection, infiltration and conveyance stability.

Task 2a Deliverables: BMPs installed on 7 Class 4 road segments

Timeline: July – November 2017

Task 2b Deliverables: BMPs installed on 7 Class 4 road segments

Timeline: July – November 2017

Task 2c Deliverables: BMPs installed on 7 Class 4 road segments

Timeline: July – November 2017

Task 2d Deliverables: BMPs installed on 7 Class 4 road segments

Timeline: July – November 2017

Task 3: Demonstration Project and Workshops

The remediation of Class 4 roads will serve as demonstration projects for other municipalities. The Contractor will hold two workshops with both field and classroom components. The workshops will be held within the community to facilitate transportation to the remediation site. The Contractor will work with our many Regional and State partners and reach out to Local Road Foreman, Selectboards, Town Administrators, Non-profits, and other Non-governmental organizations (NGO's). The Contractor will also conduct a Vermont Regional Planning Commissions (RPC) staff "train-the-trainer" workshop at their monthly Transportation Planning Initiative meeting. Once trained the RPC's will then be able to present to their own communities on the results from the demonstration project.

Task 3 Deliverables: Educational Materials for Workshops

Press Releases, Attendee lists, and Workshop Evaluations

Timeline: October – December 22, 2017

Task 4: Progress Reports

The Contractor will submit at least two progress reports to the State indicating the level of work completed and amount of grant funds. There will be no need for a third progress report if the final report is submitted before January 5, 2018.

Task 4 Deliverables: Two Progress Reports

Timeline: September 5, 2017, November 5, 2017

Task 5: Final Report

The Contractor will submit a draft final report to the State, which will include a summary of the work completed, the locations of selected sites, road segment numbers, Municipal Roads General Permit (MRGP) road types, before and after photos, tables identifying cost of specific BMPs installed, and how each road segment now meets the draft MRGP standards. After State review, the Contractor will submit a final report to the State.

Task 5 Deliverables: Draft Final Report, Final Report

Timeline: Draft Final Report: December 8, 2017; Final Report: January 5, 2018

**ATTACHMENT B
PAYMENT PROVISIONS & BUDGET**

1. The State shall pay contractor as follows:

	Milestone	Deliverable(s)	Due Date	Payment
1	Project Initiation	Press release and blog post describing the project Signed grant agreement Notes from kickoff meeting	August 31, 2017	\$1,000
2a	Implementation of Road BMPs on 7 connected segments	Before and After photos of construction Documented Match Requirement Map of Class 4 road segments where BMP's where implemented List of BMP's used by road and segment Cost by road and segment of BMP's implemented	November 17, 2017	\$25,000
2b	Implementation of Road BMPs on 7 connected segments	Before and After photos of construction Documented Match Requirement Map of Class 4 road segments where BMP's where implemented List of BMP's used by road and segment Cost by road and segment of BMP's implemented	November 17, 2017	\$25,000
2c	Implementation of Road BMPs on 7 connected segments	Before and After photos of construction Documented Match Requirement Map of Class 4 road segments where BMP's where implemented List of BMP's used by road and segment Cost by road and segment of BMP's implemented	November 17, 2017	\$25,000
2d	Implementation of Road BMPs on 7 connected segments	Before and After photos of construction Documented Match Requirement Map of Class 4 road segments where BMP's where implemented List of BMP's used by road and segment Cost by road and segment of BMP's implemented	November 17, 2017	\$25,000
3	Demonstration Project and Workshops	Educational Materials for workshops, Press Releases, Attendee lists and workshop evaluations	December 22, 2017	\$700
4a	Progress Report	Summary of work done to date	September 5, 2017	\$0
4b	Progress Report	Summary of work done to date	November 5, 2017	\$0
5	Final Report	Final Report	January 5, 2018	\$11,300
	Total			\$113,000

The table above lists the milestones and billable deliverables for this contract. Due dates for completion of individual milestones and submittal of associated deliverables can be extended upon written approval by the State.

2. If the work described in any invoice as provided by the contractor, has not been completed to the satisfaction of the State, as determined by the project manager, the State reserves the right to withhold

payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.

3. Once a deliverable(s) is accepted by the State, Contractor may submit an invoice in the amount associated with the deliverable(s) as shown in the deliverables table on Attachment B.
4. Contractor shall submit detailed invoices including the contract number for this contract and itemizing completed deliverable(s) during the invoice period.
5. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

The State shall not be responsible for expenses of the Contractor.

6. Payment Terms are Net 30 days from the date the State is in receipt of an error-free invoice.
7. Contractor will submit all invoices to the State's Project Manager:
 - a. Name: David Pasco
 - b. Department: Department of Environmental Conservation
 - c. Address: National Life Drive, Main 2, Montpelier, VT 05602-3522

**ATTACHMENT C: STANDARD STATE
PROVISIONS FOR CONTRACTS AND
GRANTS**

REVISED JULY 1, 2016

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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the

proposed settlement initially rejected by the State.

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 in the event that 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.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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 the 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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

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 the 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 the 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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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. Certification Regarding Use of State Funds: In the case that 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.

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

25. 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.

26. 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.

27. 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.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- 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. No Implied Waiver of Remedies:** A 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.

29. 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.

30. 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.

31. 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.

32. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)

**ATTACHMENT D: STANDARD TERMS AND CONDITIONS FOR FEDERAL
SUBRECIPIENTS
(ENVIRONMENTAL PROTECTION AGENCY)**

- 1. Introduction.** The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.
- 2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR 200, states that the Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR 200), as supplemented by this part, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. This part satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by this part. EPA also has programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

 - 2.1. Implementing Procurement Standards.** There is a one-year grace period available to non-Federal entities for implementation of the procurement standards in 2 CFR 200.317 through 200.326. As will be detailed in the 2015 OMB Compliance Supplement, non-Federal entities choosing to delay implementation will need to specify in their documented policies and procedures that they continue to comply with 40 CFR Part 30 or 31 as applicable for one additional fiscal year which begins after December 26, 2014.
 - 2.2. Effective Date and Incremental or Supplemental Funding.** Consistent with the OMB Frequently Asked Questions at <https://cfo.gov/cofar> on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 200.98) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 200 and 1500).
- 3. Automated Clearing House (ACH) Payments.** Under this payment mechanism, the Vermont Department of Finance and Management will obtain the recipient's banking information from the ACH Vendor Authorization Form. Recipients can also sign up for the Vendor Portal – a secure online system that gives vendors direct access to payment information. Additional information concerning ACH can be obtained by contacting the Vermont Department of Finance and Management at 802-828-0676, or by visiting: <http://finance.vermont.gov/forms>
- 4. Consultant Cap.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually.

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

- 5. Electronic and Information Technology Accessibility.** Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient’s websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>).

- 6. Civil Rights Obligations.** This term and condition incorporates by reference the signed assurance provided by the recipient’s authorized representative on: 1) EPA Form 4700-4, “Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance”; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

8.1 Statutory Requirements

- 8.1.1** In carrying out this agreement, the recipient must comply with:

8.1.1.1 Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.

8.1.1.2 Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

8.1.1.3 The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

- 8.1.2** If the recipient is conducting an education program under this agreement, it must also comply with:

8.1.2.1 Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

- 8.1.3** If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

8.1.3.1 Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

8.2 Regulatory Requirements

8.2.1 The recipient agrees to comply with all applicable EPA civil rights regulations, including:

8.2.1.1 For Title IX obligations, 40 C.F.R. Part 5; and

8.2.1.2 For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.

8.2.1.3 As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

8.3 TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

8.3.1 As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf.

8.3.2 If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.

8.3.3 In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

7. Drug-Free Workplace. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/>.

8. Hotel-Motel Fire Safety. Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire

Safety Act (PL 101-391, as amended). Recipients may search the Hotel- Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

- 9. Recycled Paper.** When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.
- 10. Resource Conservation and Recovery Act.** Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

11. Trafficking in Persons

13.1 Provisions applicable to a recipient that is a private entity.

- 13.1.1** The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—
- 13.1.1.1** Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 13.1.1.2** Procure a commercial sex act during the period of time that the award is in effect; or
 - 13.1.1.3** Use forced labor in the performance of the award or subawards under the award.
- 13.1.2** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity —
- 13.1.2.1** Is determined to have violated a prohibition in paragraph 26.1 of this award term; or
 - 13.1.2.2** Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 26.1 of this award term through conduct that is either—
 - 13.1.2.2.1** Associated with performance under this award; or
 - 13.1.2.2.2** Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

- 13.2 Provision applicable to a recipient other than a private entity.** EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 13.2.1 Is determined to have violated an applicable prohibition in paragraph 26.1. of this award term; or
- 13.2.2 Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 26.1 of this award term through conduct that is either—
 - 13.2.2.1 Associated with performance under this award; or
 - 13.2.2.2 Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by EPA at 2 CFR 1532.

13.3 Provisions applicable to any recipient.

- 13.3.1 The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph 26.1 of this award term.
- 13.3.2 Our right to terminate unilaterally that is described in paragraph 26.1.2 and 26.2:
 - 13.3.2.1 Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 13.3.2.2 Is in addition to all other remedies for noncompliance that are available to us under this award.
- 13.3.3 The recipient must include the requirements of paragraph 26.1 of this award term in any subaward made to a private entity.

13.4 Definitions. For purposes of this award term:

- 13.4.1 “Employee” means either:
 - 13.4.1.1 An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 13.4.1.2 Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 13.4.2 “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 13.4.3 “Private entity”:
 - 13.4.3.1 Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - 13.4.3.2 Includes:
 - 13.4.3.2.1 A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - 13.4.3.2.2 A for-profit organization.
- 13.4.4 “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

14 Utilization of Small, Minority and Women’s Business Enterprises

- 14.1 **General Compliance, 40 CFR, Part 33.** The recipient agrees to comply with the requirements of EPA’s Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

- 14.2 Fair Share Objectives, 40 CFR, Part 33, Subpart D.** A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

- 14.3 Current Fair Share Objective/Goal.** The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The **Vermont Department of Environmental Conservation** has negotiated MBE/WBE fair share objectives/goals with EPA.
- 14.4 Negotiating Fair Share Objectives/Goals.** In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.
- 14.5 Six Good Faith Efforts, 40 CFR, Part 33, Subpart C.** Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - e. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
 - f. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.
- 14.6 MBE/WBE Reporting, 40 CFR, Part 33, Subpart E.** MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- a. there are any funds budgeted in the contractual, equipment or construction lines of the award;
- b. \$3,000 or more is included for supplies; or
- c. there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

This award meets one or more of the conditions as described above, therefore, the recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements” report (EPA Form 5700-52A) on an annual basis.

When completing the annual report, recipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the “last report” of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due within 90 days after the end of the project period.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:

U.S. Environmental Protection Agency – Region I

5 Post Office Square – Suite 100 (OARM16-2)

Boston, MA 02109-3912

Attn: Mr. Larry Wells, Disadvantaged Business Utilization Program Manager

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program’s Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

14.7 Contract Administration Provisions, 40 CFR, Section 33.302. The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

14.8 Bidders List, 40 CFR, Section 33.501(b) and (c). Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Unpaid Federal Tax Liabilities and Federal Felony Convictions. Per Public Law 113-6 (Consolidated and Further Continuing Appropriations Act, 2013) and Public Law 112-175

(Continuing Appropriations Resolution, 2013) this award is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, Public Law 112-74, Division E, Title IV, Sections 433 and 434 (sections 433 and 434) regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

Department of Environmental Conservation
Request for Approval to Subgrant/Subcontract

Date of Request:	
Original Grantee/Contractor:	
Address:	
Phone Number:	
Agreement #:	

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount::	\$

Original Grantee/Contractor Signature:	
By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 24).	

DEC Financial Operations Office Review

Approval: _____ Date: _____

On the reverse side of this form there is guidance about language that must be included by the contractor in all subcontracting agreements.

Per Attachment C, subcontractors must include standard language from Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont

1. 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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").



MEMO

Date: August 21, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Brownfields Budget Adjustment

I am requesting Executive Committee approval to implement a budget adjustment with the US EPA for the Brownfields agreement. As discussed previously with the Committee, the adjustment is required because CVRPC has expended the majority of budgeted personnel funds. Implementing the adjustment recommended below results in an adjustment to the adopted FY18 CVRPC budget.

CVRPC anticipates fully expending personnel funds for its Brownfields Assessment grant by October 31, 2017. The grant ends September 30, 2018. Anticipated personnel costs between November 1, 2017 and September 30, 2018 are \$11,000. This includes training new staff and brownfields program management (required reporting, committee support, site support, contractor management, etc.).

CVRPC has three options to address this challenge:

- 1) It can move funds within the grant categories. Ex. Move contractor funds to personnel.
- 2) It can use funds from another program under which brownfields planning is an eligible expense. Ex. ACCD Local and Regional Planning or Town Appropriations.
- 3) It can use a combination of the above.

Staff recommends use a combined approach.

- *Shift ~\$4,580 in funds from travel and supplies within the Brownfields Program.* Expenditures in these categories are significantly less than budgeted.
- *Allocate up to \$7,000 from ACCD Local and Regional Planning funds to support staff training and program management.* Brownfield revitalization is an implementation action in the 2016 Regional Plan. The vast majority of brownfield sites are located in downtowns and village centers, areas where CVRPC and the State of Vermont encourage development and growth.

Using this approach will preserve brownfield funds for contractor site assistance.

Central Vermont Brownfields Program

Financial Report as of 08/18/17

PETROLEUM

Category	Budgeted	Expended As of 8/18	Remaining on Contracts	Approved for Future Work	Funds Remaining	% Complete
Personnel	\$21,251	\$18,963	\$0	\$0	\$2,288	89%
Travel	\$2,480	\$0	\$0	\$0	\$2,480	0%
Supplies	\$1,910	\$0	\$0	\$0	\$1,910	0%
Contractual	\$174,359	\$17,979	\$38,096	\$29,681	\$88,603	49%
Other	\$0	\$0	\$0	\$0	\$0	-
Total	\$200,000	\$36,942	\$38,096	\$29,681	\$95,281	52%

HAZARDOUS MATERIALS

Category	Budgeted	Expended As of 8/18	Remaining on Contracts	Approved for Future Work	Funds Remaining	% Complete
Personnel	\$19,983	\$17,964	\$0	\$0	\$2,019	90%
Travel	\$2,480	\$0	\$0	\$0	\$2,480	0%
Supplies	\$1,910	\$0	\$0	\$0	\$1,910	0%
Contractual	\$175,627	\$28,466	\$56,487	\$38,732	\$51,942	70%
Other	\$0	\$16	\$0	\$0	(\$16)	-
Total	\$200,000	\$46,447	\$56,487	\$38,732	\$58,335	71%

FFY15 GRANT TOTAL

Category	Budgeted	Expended As of 8/18	Remaining on Contracts	Approved for Future Work	Funds Remaining	% Complete
Personnel	\$41,234	\$36,927	\$0	\$0	\$4,307	90%
Travel	\$4,960	\$0	\$0	\$0	\$4,960	0%
Supplies	\$3,820	\$0	\$0	\$0	\$3,820	0%
Contractual	\$349,986	\$46,446	\$94,582	\$68,413	\$140,545	60%
Other	\$0	\$16	\$0	\$0	(\$16)	-
Total	\$400,000	\$83,389	\$94,582	\$68,413	\$153,616	62%

Notes:

- 1) Expended: Estimated expenses. Brownfields is billed quarterly. Last invoice was June 30.
- 2) Remaining on Contracts: Work currently under contract for property assessments.
- 3) Approved for Future Work: Future phases of work the Brownfields Committee has approved for an enrolled property. This work will be contracted when the current phase is completed.
- 4) Funds Remaining: Balance of grant funds. Contractual funds are available to commit to future work at properties currently enrolled in the program and/or to commit to work at new properties.

Brownfields Budget Adjustment

Recommended as of 08/18/17

FFY15 PETROLEUM

Category	Current Budget	Recommended Budget	Difference	% Change
Personnel	21,251	23,511	2,260	11%
Travel	2,480	1,900	(580)	-23%
Supplies	1,910	200	(1,710)	-90%
Contractual	174,359	174,359	0-	0%
Other (Copying, Printing)	0	30	30	100%
Total	200,000	200,000	0	

FFY15 HAZARDOUS MATERIALS

Category	Current Budget	Recommended Budget	Difference	% Change
Personnel	19,983	22,243	2,260	11%
Travel	2,480	1,900	(580)	-23%
Supplies	1,910	200	(1,710)	-90%
Contractual	175,627	175,627	0	0%
Other (Copying, Printing)	0	30	30	100%
Total	200,000	200,000	0	

FFY15 GRANT TOTAL

Category	Current Budget	Recommended Budget	Difference	% Change
Personnel	41,234	45,754	4,520	11%
Travel	4,960	3,800	(1,160)	-23%
Supplies	3,820	400	(3,420)	-90%
Contractual	349,986	349,986	0	0%
Other (Copying, Printing)	0	60	60	100%
Total	400,000	\$00,000	0	



MEMO

Date: August 21, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Brownfield Program Actions

The Brownfields Advisory Committee did not have quorum at its August meeting. Action is required prior to the next Committee meeting to facilitate program progress. **I am requesting Executive Committee action related to two properties:**

- a) **Bonacorsi-Capital Candy, Barre City**
 - i. **authorize \$40,000 for a Phase 2 Environmental Site Assessment**
- b) **Montpelier Granite Works, Montpelier**
 - i. **accept site into program, and**
 - ii. **authorize up to \$40,000 for a Phase 2 Environmental Site Assessment.**

Brownfields Program funds are available to support both of these actions.

Bonacorsi-Capital Candy, Barre City

This site has a 15 year history of environmental assessment and clean up, related to past uses as a dry cleaner and gas station/auto repair. Petroleum and chlorinated solvent (PCE) contamination was confirm beneath the Bonacorsi building and off property. Implementation of a Corrective Action Plan has reduced their concentrations significantly in the primary source area. A secondary source of PCE was identified as caused by PCE wastewater having leaked from a sewer line. Continued remediation and use of innovative cleanup techniques reduced the contaminant levels to levels which cannot be effectively reduced further. Currently the petroleum contamination has been essentially completely remediated.

Capital Candy rents the building from the current property owners. Capital Candy would like to purchase the property and expand its operations. Resampling of the soil gas and indoor air building space is required to determine current PCE concentrations. The results will determine if full time

occupancy can occur without the need for vapor intrusion mitigation. Capital Candy plans to renovate the building interior. Building material testing for asbestos and lead paint would determine if mitigation is required.

Members of the Brownfields Advisory Committee present at the Committee's June 19 meeting endorsed contributing \$40,000 to support the Phase 2 environmental site assessment.

Staff requests the Committee approve up to \$40,000 in brownfields funding for the Phase 2 ESA.

Montpelier Granite Works, Montpelier

Global Values purchased the Montpelier Granite Works business in March 2017. It has a Purchase & Sales Agreement to purchase the property. A Phase I ESA highlighted five recognized environmental conditions related to the site's 123-year history of use for granite manufacturing. Examples include potential residual asbestos waste, a large oil tank that may be more than 65-years-old, and a trench and settling pond that transport and hold washing process water. A limited Phase 2 ESA was completed and confirmed contamination. DEC requested additional work to fully characterize the nature and extent of the contamination.

Montpelier Granite Works is the responsible party for contamination; however, it is not a viable business entity. The company had a minimal profit or experienced losses for the past three years. The company sold its business in March 2017 because the business was in decline, and it did not have the financial resources to make needed investments to continue operations. Funds from the business sale were used to pay financial liabilities and fees of the business sales transaction. It is unlikely Montpelier Granite Work would have the financial resources to complete an environmental investigation and potential cleanup.

Based on previous experience acquiring properties of this nature, the current business owner, Global Values, did not anticipate DEC would request more robust sampling. Purchase of the property has stalled because the cost of additional sampling, corrective action planning, and remediation are not fully known.

Members of the Brownfields Advisory Committee present at the Committee's August 21 meeting endorsed program enrollment and contributing \$40,000 to support the Phase 2 environmental site assessment.

With contractor assistance, CVRPC determined that the majority of investigation at this property would likely be petroleum eligible. The contractor is preparing the DEC petroleum eligibility determination request. The enclosed documents provide an overview of the contamination issues and demonstrate how the site meets CVRPC's Site Selection Criteria.

Staff requests the Committee accept this site into CVRPC's program and approve up to \$40,000 in brownfields funding for the Phase 2 ESA.



CENTRAL VERMONT BROWNFIELDS PROGRAM

Site Selection Criteria Review

Projects nominated to receive Brownfields funding are reviewed by the CVRPC Brownfields Advisory Committee. The review examines the projects potential to achieve the mission of the program and result in successful re-use of the site. The Advisory Committee uses the criteria below to guide its evaluation of the overall strength of the site and redevelopment proposal. Sites will be selected for the program based upon its responsiveness to the criteria, other demonstrated strengths toward achieving reuse, and the amount of grant funds available.

CVRPC staff will provide recommendations on each criterion based upon information provided by the program applicant, as well as independent research. Criteria are evaluated in light of what is appropriate for the proposed redevelopment. Certain criteria are more applicable to some projects than others. Not all criteria are requisite, but all will be viewed favorably when addressed by a project.

Site Name: Montpelier Granite Works Date of Review: 08/18/17

Review Prepared By: Bonnie Waninger, Executive Director

Work Requested: ☐ Phase 1 ESA ☒ Phase 2 ESA ☐ Phase 2 Supplemental ESA
☐ Corrective Action Feasibility Investigation ☐ Corrective Action Plan
☐ Other (specify) _____

Cost Estimate: \$40,000 (contractor's preliminary planning estimate)

Threshold Criteria

Is the property eligible under U.S EPA regulations?

Hazardous Materials ☐ Yes ☐ No ☒ TBD
 Petroleum Products ☐ Yes ☐ No ☒ TBD

Eligibility determinations have not been requested from DEC and EPA. DEC referred the property to CVRPC as a petroleum-eligible site and has been assisting CVRPC with obtaining information from the owners to support the petroleum eligibility request. Staff discussed the site with the EPA Project Coordinator. She verbally indicated the site would meet EPA's definition of a brownfield.

Has the property owner provided site access and agreed to conditions of participation? ☒ Yes ☐ No

Qualitative Criteria	How does the project demonstrate potential for successful re-use in response to this criteria?
2) Is there a prospective purchaser, investor, developer, etc.?	The prospective purchaser, Global Value, has purchased other granite manufacturing properties and has explored brownfield-related issues at those sites. Global Values has purchased the business, but not the property, due to the brownfield issues. The owner and prospective purchaser have a Purchase & Sales agreement for the property transaction.
3) Site redevelopment potential: a) Are conceptual site plans available? b) Would redevelopment conform to local zoning regulations? c) Other: _____?	Global Values has purchased the business from Montpelier Granite Works. In the short term, the site would be operated as a granite warehousing facility. Longer term, it may be returned to a manufacturing facility or be converted to another use. Staff discussed the property and proposed use with the Montpelier Planning Director. He indicated the use is permitted. Redevelopment of the Barre Street corridor is supported by the City of Montpelier's Master Plan.
4) Will the site assessment and/or reuse assist in addressing: a) Public health b) Environmental quality c) Land use issues (Local & Regional land use goals) d) Other: _____?	The prospective purchaser funded the Phase 1 ESA and some limited sampling. DEC requested additional investigation at this property because it is in close proximity to a "sensitive receptor" - the Winooski River. The assessment will assist in defining the extent of the contamination, including whether it is present at the property borders. The Montpelier Planning Director noted that many granite processing businesses have left Montpelier. If that happened at this site, he expected the site would be redeveloped. He stated the brownfields assessment could assist to recruit a new business into the site. Development in this area is supported by the Montpelier City Master Plan and the Regional Plan.
5) To what degree does the site assessment and redevelopment have community and/or municipal support?	This site has not been publically vetted. It is unlikely the community would oppose or support the warehousing use as the traffic and other impacts already exist. The Planning Director surmised that the community would support redevelopment of the current use could not be maintained. Stone Cutter's Way has been extensively redeveloped, and the Barre Street corridor is beginning to experience redevelopment. These developments have been supported by the community and municipality.

Qualitative Criteria	How does the project demonstrate potential for successful re-use in response to this criteria?
<p>6) Will redeveloping the site offer public benefit, such as:</p> <ul style="list-style-type: none"> a) Housing, b) Parkland/greenspace, c) Economic development job creation/retention or d) Other:_____? 	<p>Redevelopment of this industrial site will maintain jobs. The granite industry has been in decline. The industry is experiencing the effects of market globalization. Smaller companies like Montpelier Granite Works increasingly are being purchased by larger companies.</p>
<p>7) Has the owner or developer provided willingness to carry out clean up, if it is necessary? Can they provide financial support/in-kind help for it?</p>	<p>The owner does not have the financial capacity to fund cleanup. The owner did not have the funds to invest in machinery to keep the company competitive in the marketplace. Proceeds from the business sale were used to transfer prepaid expenses to the purchaser and to fund the owner's employee pension obligations.</p> <p>Based on his experience with other granite processing properties, the prospective developer indicated he expected to have to fund some remediation. In addition, staff discussed Vermont's available brownfield revolving loan fund programs with him. He indicated that if remediation costs are extensive, he may wish to explore those programs.</p>
<p>8) Are results achievable?</p> <ul style="list-style-type: none"> a) Is the project financially feasible? b) Is the timeline realistic? c) Is there commitment from necessary partners (public &/or private)? d) Other_____? 	<p>The financing plan is realistic. The prospective developer's financing for the property purchase had expired, and he has initiated another application with the expectation that it will be approved before the assessment process is complete. He is currently operating the business. The City has not made a commitment to the project, and has not been asked to do so.</p>

Program Coordinator Recommendation

Staff recommends enrolling the property in the Central Vermont Brownfields Program and committing up to \$40,000 for the Quality Assurance Project Plan (QAPP) and Phase 2 Environmental Site Assessment (ESA). The assessment will assist to define the extent of contamination and whether any remedial action is required.

Enrollment Determination and Funding Authorized

The Executive Committee:

- does / does not approve enrollment of this site into the Central Vermont Brownfields Program;
- does / does not authorize \$ _____ in Brownfield Program funds to cover the following activities:

- | | | |
|--|---|---|
| <input type="checkbox"/> Phase 1 ESA | <input checked="" type="checkbox"/> Phase 2 ESA | <input type="checkbox"/> Phase 2 Supplemental ESA |
| <input type="checkbox"/> Corrective Action Feasibility Investigation | <input type="checkbox"/> Corrective Action Plan | |
| <input type="checkbox"/> Other (specify) _____ | | |

Phase I Environmental Site Assessment

Montpelier Granite Works

43-65 Granite Shed Lane, Montpelier, Vermont

February 2017



Prepared for:

Global Values VT, LLC

25 South Front Street

Barre, Vermont 05641

Prepared by:

Wheeler Environmental Services, LLC



PO Box 13

Barre, Vermont 05641

(802) 479-4500

1.0 EXECUTIVE SUMMARY

Wheeler Environmental Services, LLC (WES) was retained by Global Values VT, LLC to conduct a Phase I Environmental Site Assessment (ESA) of the Montpelier Granite Works property located at 43-65 Granite Shed Lane in Montpelier, Vermont (the Site). The Site consists of approximately 1.7 acres.

There are four structures located on the Site: the main manufacturing building, a warehouse, a canopy for outside storage of materials, and a concrete block structure built around a 6,000-gallon fuel oil above ground storage tank. A small (0.04 acre) settling pond is located at the northeast corner of the property.

This ESA was completed in conformance with the American Society of Testing and Materials' Standard Practice for Environmental Site Assessments, ASTM E 1527-13.

The purpose of the ESA was to identify potential hazardous materials issues associated with the Site and its surroundings to the degree that they may affect the Site. The ESA included a review of existing information, determining the Site's regulatory status, reviewing the historical uses of the Site, investigating the potential for past releases of petroleum products and/or hazardous materials on the Site, and conducting a site reconnaissance to visually inspect the Site and its surroundings and to note whether evidence of releases of hazardous materials or petroleum products exists.

The historical research for the Site revealed that the Site has been used for granite manufacturing for more than 123 years. The manufacturing of reinforced concrete pipe has also occurred on or very close to the Site.

The regulatory review of the Site indicates that there are no nearby sites that have a significant potential to adversely impact the Site. The Site itself is not listed on any environmental regulatory databases.

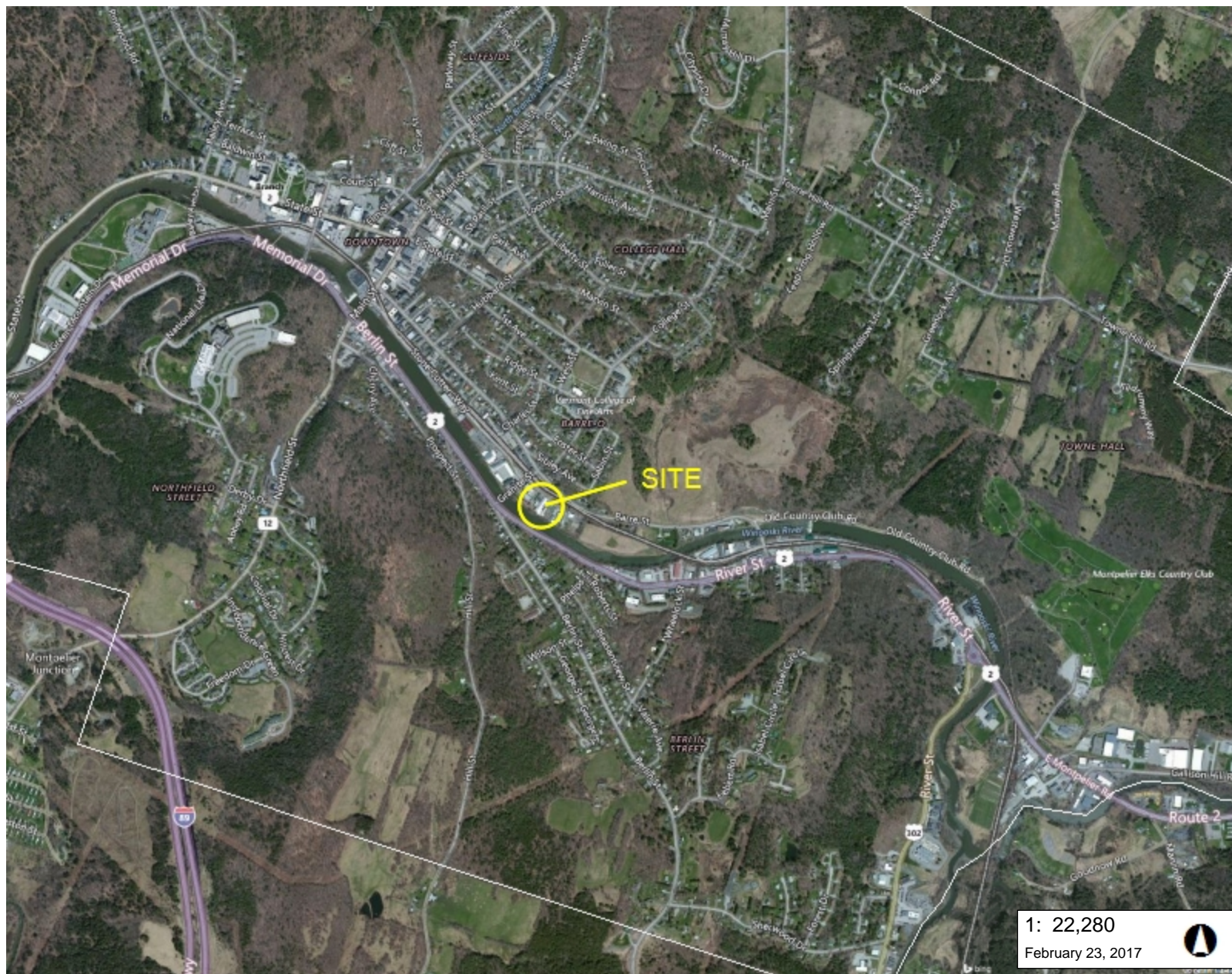
This ESA identified five recognized environmental conditions at the Site during the site reconnaissance. These include:

1. The potential for contamination to soils and/or groundwater beneath the manufacturing building; particularly, but not exclusively, via the several hundred feet of trench system throughout the building that is used to carry manufacturing process water to a sump from which it is pumped to a settling pond adjacent to the building.
2. The more than 123 year history of intensive use for granite manufacturing at this location. Past discharges to settling ponds at facilities like this one have included petroleum-based and chlorinated solvents.
3. The historic use (circa 1945) of the warehouse shed on the Site, or a building very close to the warehouse shed, for manufacturing of reinforced concrete pipe. Asbestos was commonly used in

this manufacturing process, and on-site waste disposal may have resulted in asbestos waste being residual on the Site

4. Several hundred feet of presumed asbestos air-cell pipe insulation in the main manufacturing shed on the Site. This pipe insulation is in poor condition, with numerous areas where it is hanging loosely or has fallen off the pipes. This type of material releases asbestos fibers very readily. The potential for asbestos-contaminated dust throughout the building is relatively high.

5. A 6,000-gallon oil tank in a small concrete building at the east side of the main manufacturing building is a recognized environmental condition. The tank is presumed to be more than 65 years old. There is no practical entrance into this building, so the condition of and around the tank has not been observed for many years. The potential for spills or releases of oil from the tank itself or the piping associated with filling the tank and/or moving the oil from the tank to the oil burner in the building is relatively high.



LEGEND

☐ Town Boundary

1: 22,280

February 23, 2017



NOTES

Map created using ANR's Natural Resources Atlas

1,132.0 0 566.00 1,132.0 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere

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1" = 1857 Ft. 1cm = 223 Meters

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LEGEND

☐ Town Boundary



1: 1,393

February 15, 2017



71.0 0 36.00 71.0 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere
 © Vermont Agency of Natural Resources

1" = 116 Ft. 1cm = 14 Meters
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NOTES

Map created using ANR's Natural Resources Atlas

Site Reconnaissance Photos

February 15, 2017



Warehouse Shed (foreground) and Main Manufacturing Shed



Electrical Transformers at SW side of Main Manufacturing Shed