

REQUEST FOR CONSTRUCTION BIDS

November 6, 2024

East Calais Post Office & Moscow Woods Road Gully Stormwater Implementation Project East Calais, Vermont

1.0 Project Background

The Central Vermont Regional Planning Commission (CVRPC) in partnership with the Town of Calais, VT is currently seeking competitive bids to improve stormwater management. Stormwater runoff from the East Calais Village is collected in swales and storm pipes and discharges untreated to an eroding gully off of Moscow Woods Road. This project will install stormwater treatment using underground retention units under the parking area of the Post Office. This project will also improve drainage in the Post Office property and the condition of nearby swales. This project will also install stormwater treatment to retain and infiltrate stormwater near Fellows Road and actively stabilize erosion along the stormwater conveyance areas and in the Moscow Woods Gully. The goals of the project are to reduce erosion and improve water quality. Construction plans accompany this Request for Construction Bids (Attachment A).

Project construction is anticipated between April 15, 2025 and July 31, 2025. Disturbance must be minimized and contained with sediment and erosion controls that will be applied and maintained throughout the duration of the project.

CVRPC encourages qualified disadvantaged (DBE) and women-owned (WBE) businesses to submit proposals. Proposals are required to document whether the individual is a DBE or WBE. CVRPC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C §§ 2000b to 2000b-4) and its associated Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will afford DBE and WBE full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. It is the policy of CVRPC that DBEs have the opportunity to participate to the maximum extent feasible in procurement and contracting.

2.0 General Scope of Work

Work tasks will generally involve installation and maintenance of erosion and sediment controls; access improvements; excavation of earth fill and hauling to an upland location; installation of storm drainage structures; installation of underground stormwater retention units; installation of stormwater piping; swale improvements; parking area improvements; grading of stormwater infiltration basin; installation of stone armoring and berms; grading gully slopes; cutting and placement of logs within the gully; planting of seed and trees; and site restoration (Attachment A).

Work hours will be Monday thru Saturday from 7 am to 5:30 pm, no work on Sunday or State or Federal holidays. Any change to work hours must be approved by the Town and Project Engineer. All disturbed areas shall be returned to pre-construction conditions, including repairs of the road surface, seeding and mulching all disturbed areas. Disturbance shall be minimized during construction. Only approved and marked trees will be removed.

Identification and approvals for a fill haul location will be provided by the Contractor. This information should be submitted to the Project Engineer prior to the pre-construction meeting and is not needed as part of the bid submission. The Project Engineer needs to approve that the haul location meets project criteria as an upland location prior to hauling beginning.

3.0 Owner's Project Representation

Engineering oversight of the project will be conducted by a designated Project Engineer in combination with Town staff. The Contractor will be obligated to comply with directives from the Project Engineer to ensure that the Contractor meets all contract provisions and design specifications while complying with permit requirements.

4.0 Construction Access

For the Post Office, construction access will be made directly from the Town roads Batten Road and Moscow Woods Road designated by the limits of disturbance. If the Contractor wishes to leave the Town right-of-way or Post Office parcel, permission is required from landowners to cross their property. Contractor parking is anticipated along Batten Road. Traffic lane closures are not anticipated. Any expected traffic lane closures need to be coordinated with the Project Engineer and the Town. Access through one entrance to the Post Office along with multiple parking spaces near the building must be maintained during hours that the Post Office is in operation. Access to the Post Office must be clearly marked and made safe.

For the Fellows Road improvements, construction access will be from Moscow Woods Road and Fellows Road. Coordination will be needed with the residents of Fellows Road and the Town to provide access along both roads. Very little staging or stockpiling space will be available and all will be within the road right-of-way or travel lanes. It is expected that the selected contractor will need to haul materials on and off site as they are produced or needed instead of stockpiling

at the project site. Flaggers and lane closures along the adjacent roads are expected to create space for access and machinery. No tree removal is expected associated with construction in this area. Invasive Japanese knotweed is present at this location. Disposal of excess material will need to follow procedures to ensure that this plant does not colonize another location.

For the gully area, construction access will be from Moscow Woods Road and along Grist Mill Lane, a class 7 path. Improvements to the access road will be required including widening with concrete blocks in one location and adding gravel over approximately 100 linear feet of steeper terrain. Selective tree removal is expected as part of the project to provide logs for the gully stabilization. All tree clearing needs to be completed in coordination with the landowner and Project Engineer. The American Chestnut identified in the Zoning Permit shall not be removed.

5.0 Sequence of Work

A possible sequence of work is provided in the construction plans (Attachment A). The selected Contractor may suggest adjustments to this sequence or a different sequence of events to the Project Engineer. The final sequence of work will ultimately be determined by the Contractor and submitted to the Project Engineer for review and approval prior to construction. Control of stormwater will be important to approval of the sequence.

6.0 Specifications

Primary technical specifications are included in the details and notes on the construction plans (Attachment A). The Contractor shall refer to the VTrans 2018 Standard Specifications for Construction. A formal technical specification package or project manual does not exist. The Contractor will be obligated to adhere to the Terms and Conditions in the Contract for construction to be used for this project.

7.0 Sediment and Erosion Control

Sediment and erosion control notes, water control notes, and details are contained in the construction plans (Attachment A). Silt fencing will be required around any stockpiled materials to contain sediment migration during construction. Runoff from the excavation area will be contained within the excavation or with approved erosion controls.

8.0 Construction Schedule

Construction is planned between April 15, 2025 and July 31, 2025. A Notice to Proceed will be issued by the Project Engineer following a pre-construction site walk and prior to the start of work. The Project Engineer will provide periodic inspections of the site to ensure that the site remains stable and determine if additional sediment and erosion controls are needed, and if additional site recovery work is needed. Site recovery progress will be inspected with the Contractor approximately one month following construction to ensure that the site remains stable and determine if additional site recovery work is needed.

9.0 Regulatory Requirements

Regulatory permits have been received for this project (Attachment B). The conditions of each permit must be followed during construction. The Contractor must review permits in full to understand all regulatory requirements prior to construction. All permits must be posted at the project site prior to the start of construction. The following permits have been received.

- A Vermont Department of Environmental Conservation Stormwater Construction General Permit (3-9020), under review
- Local Zoning Permit

The Contractor is obligated to obtain all necessary work permits for activities such as moving equipment.

10.0 Insurance and Grant Requirements

Grant agreements require pass through of the following language to the Contractor's contract included in Attachment C:

- Attachment C: Standard State Provisions for Contracts and Grants
- Attachment G: EPA General Terms and Conditions applicable to Sub-Recipients
- Attachment H: Vermont DEC Lake Champlain Basin Program

A state grant funding this project has specific insurance requirements for Contractors and Subcontractors. Prior to execution of a contract, the Contractor must provide a Certificate of Insurance showing coverage that meets the following requirements and specifically outlined in detail in Attachment C:

Workers' Compensation Insurance. The policy shall cover the obligations of the Contractor in accordance with the Workers' Compensations Law and Disability Benefits Law covering all operations under the Contract, whether performed by it, or by its subcontractor.

Liability and Property Damage Insurance. Unless otherwise specified, each policy shall have limits not less than: \$1,000,000 combined (Bodily Injury and Property Damage); \$2,000,000 aggregate, single limit per occurrence.

11.0 Compensation

Payment for the project will be made in installments based on a schedule of values of the bid items after inspection by the Project Engineer and approval by CVRPC. Payment will be based on percent (%) complete of the lump sum bid prices. A 10% retainage will be withheld from each invoice during the project. Retainage will be released following the post-construction inspection and final acceptance of the completed work. A performance bond is not required. Prior approval is needed from the Project Engineer for all change orders.

12.0 Bid Submittal Information & Format

A mandatory pre-bid site showing is planned for Tuesday December 10, 2024 at 10:00 am. Meet at the project site. Parking is available at the East Calais Post Office.

Electronic copies of the construction plans are attached to this request. For questions contact Brian Voigt at CVRPC (802-262-1029; voigt@cvregion.com) include email subject line: "Construction Bid – East Calais Stormwater Project". Questions related to the bid are due by January 6, 2025. Answers to questions will be compiled into a single document and distributed by the close of business on January 9, 2025. If changes are made to this request for bids, an addendum will be issued to firms that express interest and provide CVRPC with contact information.

Bids shall be presented on the enclosed bid sheet (Attachment D), along with two project references for past work of a similar nature. No late bids will be accepted. CVRPC will receive electronic bid submissions until the bid time and date indicated below. CVRPC will consider bids prepared in compliance with the Request for Construction Bids and delivered by email. Emailed bids should include email subject line: "Construction Bid – East Calais Stormwater Project".

Bid Date: Wednesday, January 22, 2025.

Bid Time: 10:00 a.m., local time.

Location: Email to Brian Voigt, voigt@cvregion.com Include email subject line: "Construction Bid – East Calais Stormwater Project".

A bid summary will be emailed to all bidders by close of business on the bid due date. Notice of contract award is anticipated by February 5, 2025. CVRPC reserves the right to reject any or all bids and to waive informalities and irregularities on its own motion. CVRPC reserves the right to conduct value engineering with the lowest and most qualified bidder. Bid security is not required. No bids may be withdrawn for a period of 60 days after opening of bids.

13.0 Attachments

- Attachment A: Construction Plans
- Attachment B: Permits
- Attachment C: Grant Requirements
- Attachment D: Bid Sheet

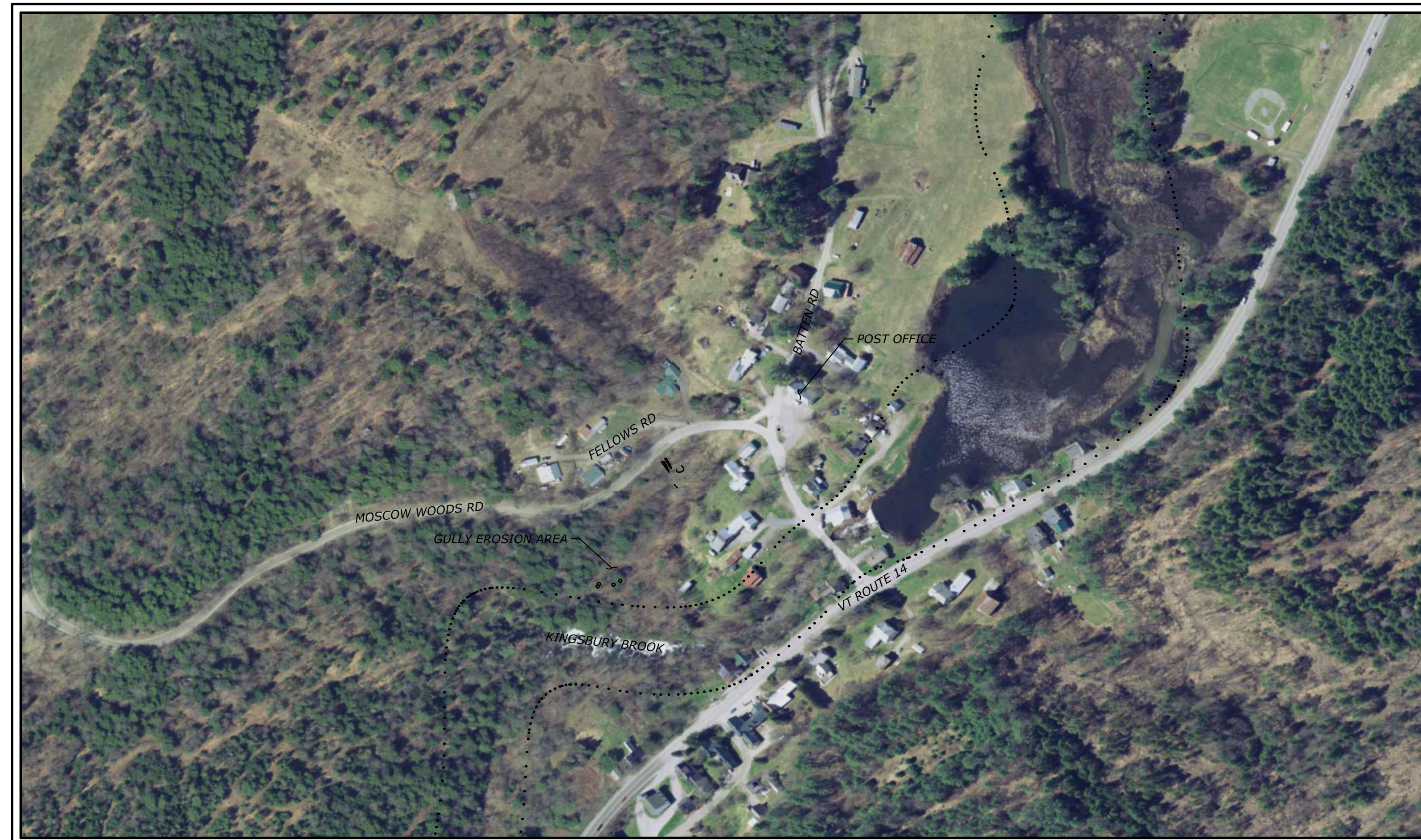
Attachment A

Construction Plans

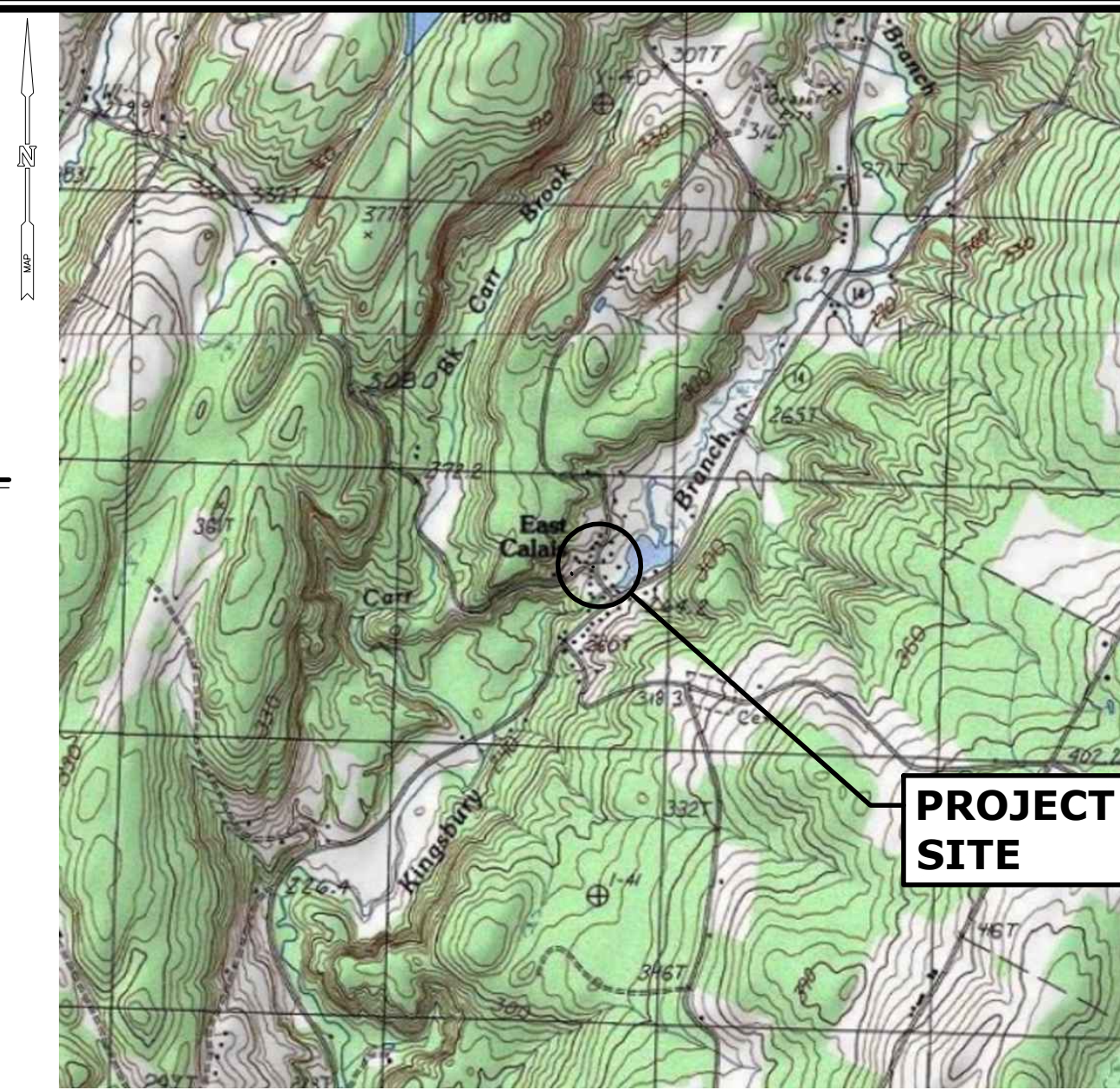
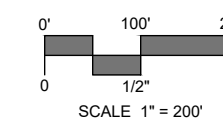
CALAIS STORMWATER MITIGATION FINAL DESIGNS - EAST CALAIS POST OFFICE

MOSCOW WOODS ROAD
CALAIS, VERMONT

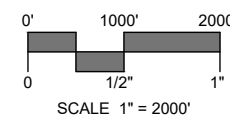
FINAL DESIGN
JULY 9, 2024



PROJECT SITE VICINITY MAP:



LOCATION MAP:



PREPARED FOR:

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
29 MAIN STREET, SUITE 4
MONTPELIER, VT 05602


LIST OF DRAWINGS

NO.	NAME	TITLE
01	-	TITLE
02	EX-1	SITE PLAN - EXISTING CONDITIONS
03	PR-1	SITE PLAN - PROPOSED CONDITIONS
04	CON-1	CONSTRUCTION ACCESS
05	PRO-1	PROFILE
06	DET-1	DETAILS I
07	DET-2	DETAILS II

PREPARED BY:



**MILONE &
MACBROOM**

NOW PART OF  **SLR**

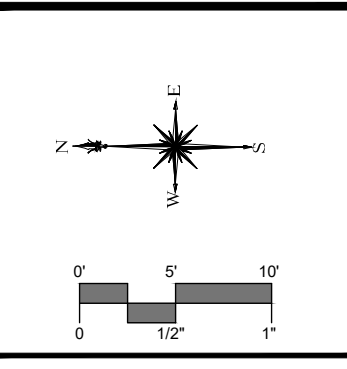
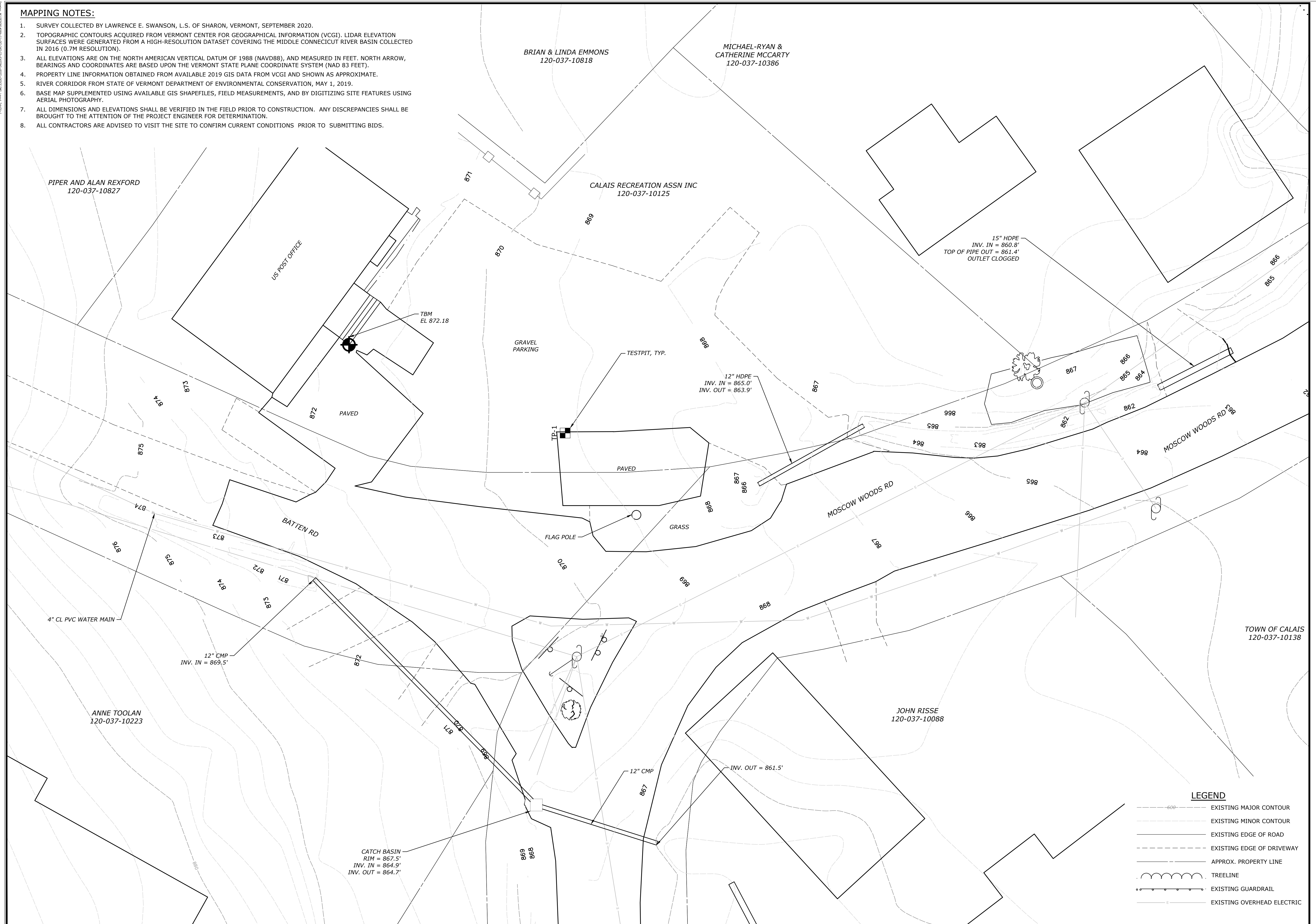
1 SOUTH MAIN STREET
WATERBURY, VT 05676
802.882.8335
WWW.MMINC.COM



Know what's below.
Call before you dig.
www.cbyd.com

MAPPING NOTES:

1. SURVEY COLLECTED BY LAWRENCE E. SWANSON, L.S. OF SHARON, VERMONT, SEPTEMBER 2020.
2. TOPOGRAPHIC CONTOURS ACQUIRED FROM VERMONT CENTER FOR GEOGRAPHICAL INFORMATION (VCGI). LIDAR ELEVATION SURFACES WERE GENERATED FROM A HIGH-RESOLUTION DATASET COVERING THE MIDDLE CONNECTICUT RIVER BASIN COLLECTED IN 2016 (0.7M RESOLUTION).
3. ALL ELEVATIONS ARE ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AND MEASURED IN FEET. NORTH ARROW, BEARINGS AND COORDINATES ARE BASED UPON THE VERMONT STATE PLANE COORDINATE SYSTEM (NAD 83 FEET).
4. PROPERTY LINE INFORMATION OBTAINED FROM AVAILABLE 2019 GIS DATA FROM VCGI AND SHOWN AS APPROXIMATE.
5. RIVER CORRIDOR FROM STATE OF VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION, MAY 1, 2019.
6. BASE MAP SUPPLEMENTED USING AVAILABLE GIS SHAPEFILES, FIELD MEASUREMENTS, AND BY DIGITIZING SITE FEATURES USING AERIAL PHOTOGRAPHY.
7. ALL DIMENSIONS AND ELEVATIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER FOR DETERMINATION.
8. ALL CONTRACTORS ARE ADVISED TO VISIT THE SITE TO CONFIRM CURRENT CONDITIONS PRIOR TO SUBMITTING BIDS.



MILONE & MACBROOM
 NOW PART OF **SLR**
 1 SOUTH MAIN STREET
 WATERBURY, VT 05676
 WWW.MILONEMAC.COM

DESCRIPTION	DATE	BY

FINAL DESIGN

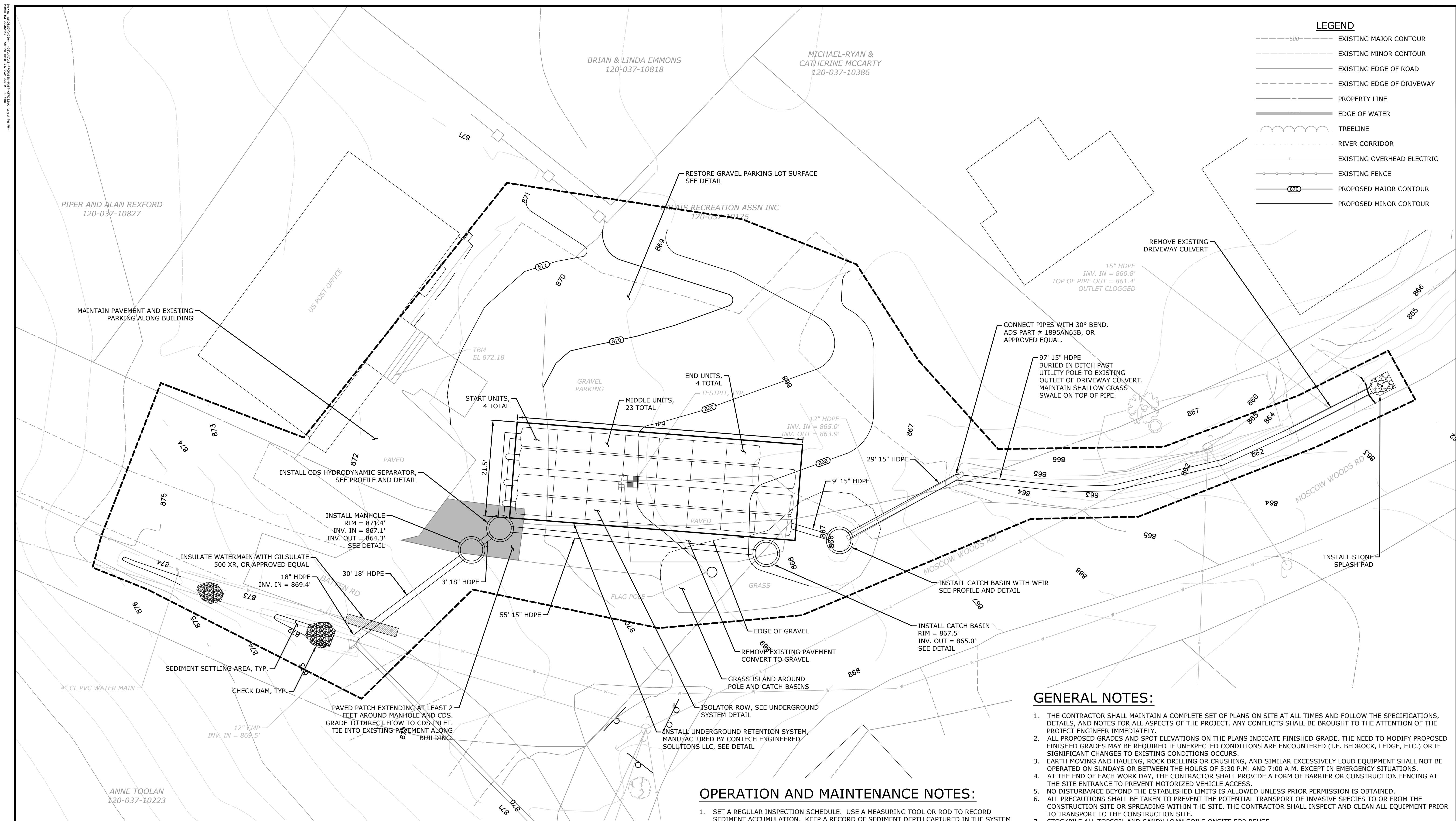
SITE PLAN - EXISTING CONDITIONS
 CALAIS STORMWATER MITIGATION
 FINAL DESIGNS - EAST CALAIS POST OFFICE
 MOSCOW WOODS ROAD
 CALAIS, VERMONT

JCL	DJO	JCL
DESIGNED	DRAWN	CHECKED
SCALE: 1"=10'		
DATE: JULY 9, 2024		
PROJECT NO: 4069-11		
SHEET NO: 2 OF 7		

EX-1

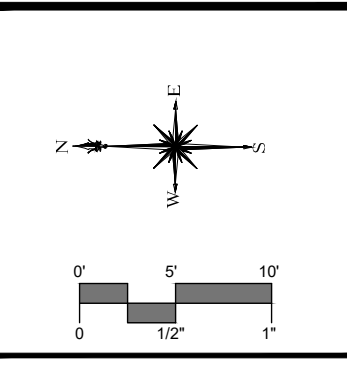
LEGEND

	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING EDGE OF ROAD
	EXISTING EDGE OF DRIVEWAY
	APPROX. PROPERTY LINE
	TREELINE
	EXISTING GUARDRAIL
	EXISTING OVERHEAD ELECTRIC



LEGEND

- 600 --- EXISTING MAJOR CONTOUR
- --- EXISTING MINOR CONTOUR
- --- EXISTING EDGE OF ROAD
- --- EXISTING EDGE OF DRIVEWAY
- --- PROPERTY LINE
- --- EDGE OF WATER
- --- TREELINE
- --- RIVER CORRIDOR
- --- EXISTING OVERHEAD ELECTRIC
- --- EXISTING FENCE
- 870 --- PROPOSED MAJOR CONTOUR
- --- PROPOSED MINOR CONTOUR



MILONE & MACBROOM
 NOW PART OF **SLR**
 1 SOUTH MAIN STREET
 WATERBURY, VT 05676
 WWW.MILONEMAC.COM

DESCRIPTION	DATE	BY

FINAL DESIGN

BACKFILL AND PAVING NOTES:

THE CONTRACTOR WILL NEED TO FOLLOW 2018 VTRANS STANDARDS FOR BACKFILL AND COMPACTION AROUND THE STRUCTURES. BACKFILL STRUCTURES WITH GRANULAR BACKFILL FOR STRUCTURES (VTRANS 204.30). COMPACT ALL BACKFILL AROUND CULVERT IN 6" LIFTS COMPACTED TO MINIMUM 95% AASHTO T99 STANDARD PROCTOR DENSITY. WHERE THE ROAD SURFACE HAS BEEN DISTURBED INSTALL AN 8" LAYER OF SUBBASE OF DENSE GRADED CRUSHED STONE (VTRANS 704.06). FOR PAVEMENT REPLACEMENT, USE 1.5 INCHES VTRANS MARSHALL MIX TYPE V (3/8") MIX OVER 2.0 INCHES VTRANS MARSHALL MIX TYPE II (3/4") MIX.

VERMONT NATIVE SEED MIX LIST

Species	Application Rate	Area	Estimated Quantity	
VAOT Rural Area Mix	37.5% Creeping Red Fescue, 37.5% Tall Fescue, 15% White Field Clover, 5% Red Top, 5% Annual Ryegrass	120 Lbs. / Acre	0.2 Acres	24.0 Lbs.

SITE RESTORATION NOTES:

- PRESERVE EXISTING NON-INVASIVE VEGETATION TO THE EXTENT POSSIBLE.
- POST CONSTRUCTION ALL DISTURBED SOILS WHICH ARE NOT COVERED BY AN IMPERVIOUS SURFACE MUST MEET THE SOIL DEPTH AND QUALITY STANDARDS FOUND IN THE 2017 VERMONT STORMWATER MANUAL. THIS INCLUDES ESTABLISHMENT OF A TOPSOIL LAYER 4 INCHES DEEP.
- ONCE ESTABLISHED, TREATED SOIL QUALITY AREAS MUST BE PROTECTED FROM COMPACTION AND TESTED TO CONFIRM THE STANDARD WAS MET. VERIFICATION OF SOIL QUALITY AND DEPTH INCLUDES 20 8-INCH DEEP TEST HOLES DUG AT LEAST 50 FEET APART AND EXCAVATED USING A SHOVEL DRIVEN ONLY BY THE INSPECTOR'S WEIGHT.
- DISTURBED GRASS AREAS SHALL BE RESTORED USING VAOT RURAL AREA MIX, OR APPROVED EQUAL.
- APPLY 2 INCHES STRAW MULCH OVER ALL SEEDED AREAS.
- REMOVE TEMPORARY ACCESS ROADS AND TEMPORARY STOCKPILE AREAS.
- RESTORE DISTURBED OR AREAS USED DURING CONSTRUCTION TO PRE-EXISTING OR IMPROVED CONDITIONS. FILL RUTS CREATED BY EQUIPMENT TO RESTORE GRADE AND RE-VEGETATE AS NEEDED.
- CONTRACTOR IS RESPONSIBLE FOR REPAIRS TO THE ROADS, SIDEWALKS, AND CURBS IF DAMAGED BY CONSTRUCTION ACTIVITIES.
- FOLLOWING COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PARTICIPATE IN A FINAL INSPECTION WITH THE PROJECT ENGINEER FOR THE PURPOSE OF VERIFYING THAT THE PROJECT HAS BEEN COMPLETED ACCORDING TO THE CONSTRUCTION PLANS AND THE TERMS AND CONDITIONS OF THE CONTRACT.

OPERATION AND MAINTENANCE NOTES:

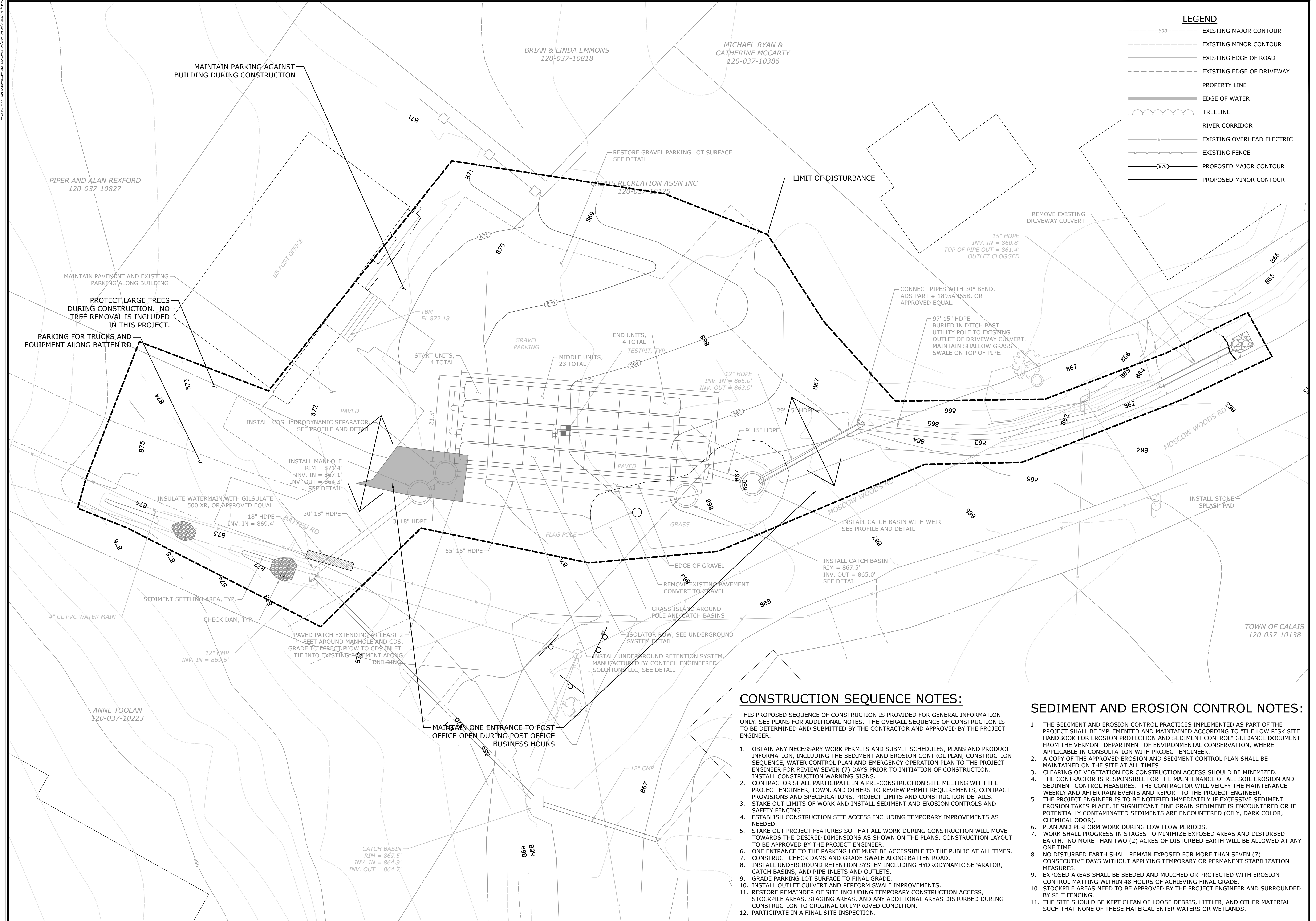
- SET A REGULAR INSPECTION SCHEDULE. USE A MEASURING TOOL OR ROD TO RECORD SEDIMENT ACCUMULATION. KEEP A RECORD OF SEDIMENT DEPTH CAPTURED IN THE SYSTEM AND WHEN MAINTENANCE IS PERFORMED.
- DURING THE FIRST YEAR OF OPERATION, INSPECT THE SEDIMENT ACCUMULATED IN THE UNIT AFTER EACH LARGE STORM (E.G., LARGER THAN 1 INCH OF PRECIPITATION), OR AT A MINIMUM EACH QUARTER TO SET A BASELINE FOR FUTURE YEARS.
- DURING FOLLOWING YEARS, CONSIDER REDUCING THE INSPECTION SCHEDULE TO A MINIMUM OF TWO TIMES PER YEAR, ONCE IN THE SPRING AND ONCE IN THE FALL. IF MONITORING DURING THE FIRST YEAR INDICATES THAT THIS SCHEDULE WILL BE SUFFICIENT TO ENSURE SEDIMENT ACCUMULATION IS LESS THAN 50% OF THE CAPACITY BETWEEN CLEANOUTS. ADDITIONALLY, INSPECT THE SYSTEM AFTER ANY STORM WITH MORE THAN 2.5 INCHES OF RAINFALL IN 24 HOURS.
- THE SWALE AND CHECK DAMS ALONG BATTEN ROAD SHOULD BE CHECKED FOR SEDIMENT ACCUMULATION. ACCUMULATED SEDIMENT IN THE SWALE SHOULD BE REMOVED WITH AN EXCAVATOR.
- CLEAN OUT SEDIMENT WHEN IT HAS ACCUMULATED 50% OF THE SEDIMENT STORAGE CAPACITY IN THE PRETREATMENT UNIT OR MORE THAN 12 INCHES IN THE INFILTRATION SYSTEM. USE A VACUUM TRUCK TO SUCK MATERIAL OUT OF THE SEDIMENT AREAS. SKIM FLOATING DEBRIS OFF OF THE WATER.
- ENTRY INTO THE UNITS IS TYPICALLY NOT REQUIRED FOR MAINTENANCE. IF ENTRY DOES BECOME REQUIRED, ALL LIQUID SHOULD BE EVACUATED PRIOR TO ENTRY. CONFINED SPACE ENTRY PROCEDURES MUST BE FOLLOWED IF THE UNIT IS ENTERED.
- DISPOSE OF SEDIMENTS REMOVED FROM THE SYSTEM ACCORDING TO STATE AND LOCAL REGULATION. SEDIMENT SHOULD BE USED OR PLACED SO IT WILL NOT BE REINTRODUCED TO STORMWATER RUNOFF. SEDIMENT TESTING MAY BE NECESSARY FOR SOME USES TO BE SURE TOXIC MATERIALS ARE NOT ATTACHED TO THE SEDIMENT.
- DURING INSPECTIONS MAKE SURE ALL INLET GRATES AND OUTLET AREAS ARE UNBLOCKED AND EROSION IS NOT TAKING PLACE. REMOVE DEBRIS AND STABILIZE AS NECESSARY.

GENERAL NOTES:

- THE CONTRACTOR SHALL MAINTAIN A COMPLETE SET OF PLANS ON SITE AT ALL TIMES AND FOLLOW THE SPECIFICATIONS, DETAILS, AND NOTES FOR ALL ASPECTS OF THE PROJECT. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER IMMEDIATELY.
- ALL PROPOSED GRADES AND SPOT ELEVATIONS ON THE PLANS INDICATE FINISHED GRADE. THE NEED TO MODIFY PROPOSED FINISHED GRADES MAY BE REQUIRED IF UNEXPECTED CONDITIONS ARE ENCOUNTERED (I.E. BEDROCK, LEDGE, ETC.) OR IF SIGNIFICANT CHANGES TO EXISTING CONDITIONS OCCURS.
- EARTH MOVING AND HAULING, ROCK DRILLING OR CRUSHING, AND SIMILAR EXCESSIVELY LOUD EQUIPMENT SHALL NOT BE OPERATED ON SUNDAYS OR BETWEEN THE HOURS OF 5:30 P.M. AND 7:00 A.M. EXCEPT IN EMERGENCY SITUATIONS.
- AT THE END OF EACH WORK DAY, THE CONTRACTOR SHALL PROVIDE A FORM OF BARRIER OR CONSTRUCTION FENCING AT THE SITE ENTRANCE TO PREVENT MOTORIZED VEHICLE ACCESS.
- NO DISTURBANCE BEYOND THE ESTABLISHED LIMITS IS ALLOWED UNLESS PRIOR PERMISSION IS OBTAINED.
- ALL PRECAUTIONS SHALL BE TAKEN TO PREVENT THE POTENTIAL TRANSPORT OF INVASIVE SPECIES TO OR FROM THE CONSTRUCTION SITE OR SPREADING WITHIN THE SITE. THE CONTRACTOR SHALL INSPECT AND CLEAN ALL EQUIPMENT PRIOR TO TRANSPORT TO THE CONSTRUCTION SITE.
- STOCKPILE ALL TOPSOIL AND SANDY LOAM SOILS ONSITE FOR REUSE.
- ANY MATERIALS EXPORTED OFF-SITE SHALL BE LEGALLY DISPOSED OF IN AN UPLAND LOCATION AT NO ADDITIONAL COST. THE CONTRACTOR IS RESPONSIBLE FOR FINDING A SUITABLE RECIPIENT OF THE MATERIAL, GAINING REGULATORY APPROVAL IF NEEDED, AND HAULING.
- ALL DIMENSIONS AND ELEVATIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER FOR DETERMINATION. THE CONTRACTOR IS EXPECTED TO PROVIDE FIELD ENGINEERING SERVICES DURING CONSTRUCTION TO ESTABLISH AND RECORD GRADES, LINES, AND ELEVATIONS. EXACT ELEVATIONS AND SLOPES WILL BE APPROVED IN FIELD BY THE PROJECT ENGINEER.
- THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE CONFIRMED PRIOR TO BEGINNING CONSTRUCTION. CALL "DIG SAFE" AT 1-888-DIG-SAFE (344-7233). THE CONTRACTOR SHALL TAKE PRECAUTIONS NOT TO DISTURB EXISTING UTILITIES.
- CONTRACTOR MUST COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS AND REGULATIONS THROUGHOUT DURATION OF PROJECT. COMPLIANCE WITH ALL CONDITIONS OF APPLICABLE AND SECURED PERMITS IS THE RESPONSIBILITY OF BOTH THE CONTRACTOR AND THE PERMITTEE. COPIES OF ALL PERMITS AND AUTHORIZATIONS SHALL BE MAINTAINED ON THE PROJECT SITE BY THE CONTRACTOR THROUGHOUT CONSTRUCTION.
- ALL STORAGE AND ACCESS ROUTES, PEDESTRIAN FENCES/BARRIERS, WORKING HOURS, AND LIMITS OF CLEARING SHALL BE FLAGGED BY CONTRACTOR PRIOR TO CONSTRUCTION AND APPROVED BY PROJECT ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN ALL ROADWAYS, SIDEWALKS, AND WALKWAYS IN THE AREA FREE OF SOIL, MUD, AND CONSTRUCTION DEBRIS. CONSTRUCTION ENTRANCES MUST BE MAINTAINED AT EACH SITE ACCESS POINT. SEE PLANS AND DETAILS.
- ALL AREAS SURROUNDING THE PROJECT SITE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED UPON COMPLETION OF CONSTRUCTION. THE RESTORATION OF THE SITE IS SUBJECT TO APPROVAL BY THE TOWN AND THE PROJECT ENGINEER.
- FOLLOWING COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PARTICIPATE IN A FINAL SITE INSPECTION WITH THE LANDOWNER, TOWN AND PROJECT ENGINEER FOR THE PURPOSE OF VERIFYING THAT THE PROJECT HAS BEEN COMPLETED ACCORDING TO THE CONSTRUCTION PLANS, SPECIFICATIONS AND THE TERMS AND CONDITIONS OF THE CONTRACT.
- AN EASEMENT BETWEEN THE TOWN AND THE LANDOWNERS WILL BE NEEDED FOR CONSTRUCTION AND FUTURE OPERATIONS AND MAINTENANCE.
- SITE ACCESS TO POST OFFICE AND BATTEN ROAD TO BE COORDINATED WITH TOWN.

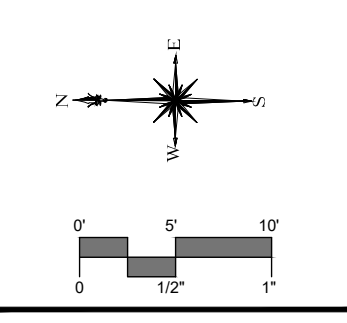
SITE PLAN - PROPOSED CONDITIONS
CALAIS STORMWATER MITIGATION
FINAL DESIGNS - EAST CALAIS POST OFFICE
 MOSCOW WOODS ROAD
 CALAIS, VERMONT

JCL	DJO	JCL
DESIGNED	DRAWN	CHECKED
SCALE: 1"=10'		
DATE: JULY 9, 2024		
PROJECT NO: 4069-11		
SHEET NO: 3 OF 7		
PR-1		



LEGEND

- 600 --- EXISTING MAJOR CONTOUR
- --- EXISTING MINOR CONTOUR
- --- EXISTING EDGE OF ROAD
- --- EXISTING EDGE OF DRIVEWAY
- --- PROPERTY LINE
- --- EDGE OF WATER
- --- TREELINE
- --- RIVER CORRIDOR
- --- EXISTING OVERHEAD ELECTRIC
- --- EXISTING FENCE
- 870 --- PROPOSED MAJOR CONTOUR
- --- PROPOSED MINOR CONTOUR



MILONE & MACBROOM
 NOW PART OF **SLR**
 1 SOUTH MAIN STREET
 WATERBURY, VT 05676
 WWW.MILONEMAC.COM

DESCRIPTION	DATE	BY

FINAL DESIGN

CONSTRUCTION SEQUENCE NOTES:

- THIS PROPOSED SEQUENCE OF CONSTRUCTION IS PROVIDED FOR GENERAL INFORMATION ONLY. SEE PLANS FOR ADDITIONAL NOTES. THE OVERALL SEQUENCE OF CONSTRUCTION IS TO BE DETERMINED AND SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE PROJECT ENGINEER.
- OBTAIN ANY NECESSARY WORK PERMITS AND SUBMIT SCHEDULES, PLANS AND PRODUCT INFORMATION, INCLUDING THE SEDIMENT AND EROSION CONTROL PLAN, CONSTRUCTION SEQUENCE, WATER CONTROL PLAN AND EMERGENCY OPERATION PLAN TO THE PROJECT ENGINEER FOR REVIEW SEVEN (7) DAYS PRIOR TO INITIATION OF CONSTRUCTION. INSTALL CONSTRUCTION WARNING SIGNS.
 - CONTRACTOR SHALL PARTICIPATE IN A PRE-CONSTRUCTION SITE MEETING WITH THE PROJECT ENGINEER, TOWN, AND OTHERS TO REVIEW PERMIT REQUIREMENTS, CONTRACT PROVISIONS AND SPECIFICATIONS, PROJECT LIMITS AND CONSTRUCTION DETAILS.
 - STAKE OUT LIMITS OF WORK AND INSTALL SEDIMENT AND EROSION CONTROLS AND SAFETY FENCING.
 - ESTABLISH CONSTRUCTION SITE ACCESS INCLUDING TEMPORARY IMPROVEMENTS AS NEEDED.
 - STAKE OUT PROJECT FEATURES SO THAT ALL WORK DURING CONSTRUCTION WILL MOVE TOWARDS THE DESIRED DIMENSIONS AS SHOWN ON THE PLANS. CONSTRUCTION LAYOUT TO BE APPROVED BY THE PROJECT ENGINEER.
 - ONE ENTRANCE TO THE PARKING LOT MUST BE ACCESSIBLE TO THE PUBLIC AT ALL TIMES.
 - CONSTRUCT CHECK DAMS AND GRADE SWALE ALONG BATTEN ROAD.
 - INSTALL UNDERGROUND RETENTION SYSTEM INCLUDING HYDRODYNAMIC SEPARATOR, CATCH BASINS, AND PIPE INLETS AND OUTLETS.
 - GRADE PARKING LOT SURFACE TO FINAL GRADE.
 - INSTALL OUTLET CULVERT AND PERFORM SWALE IMPROVEMENTS.
 - RESTORE REMAINDER OF SITE INCLUDING TEMPORARY CONSTRUCTION ACCESS, STOCKPILE AREAS, STAGING AREAS, AND ANY ADDITIONAL AREAS DISTURBED DURING CONSTRUCTION TO ORIGINAL OR IMPROVED CONDITION.
 - PARTICIPATE IN A FINAL SITE INSPECTION.

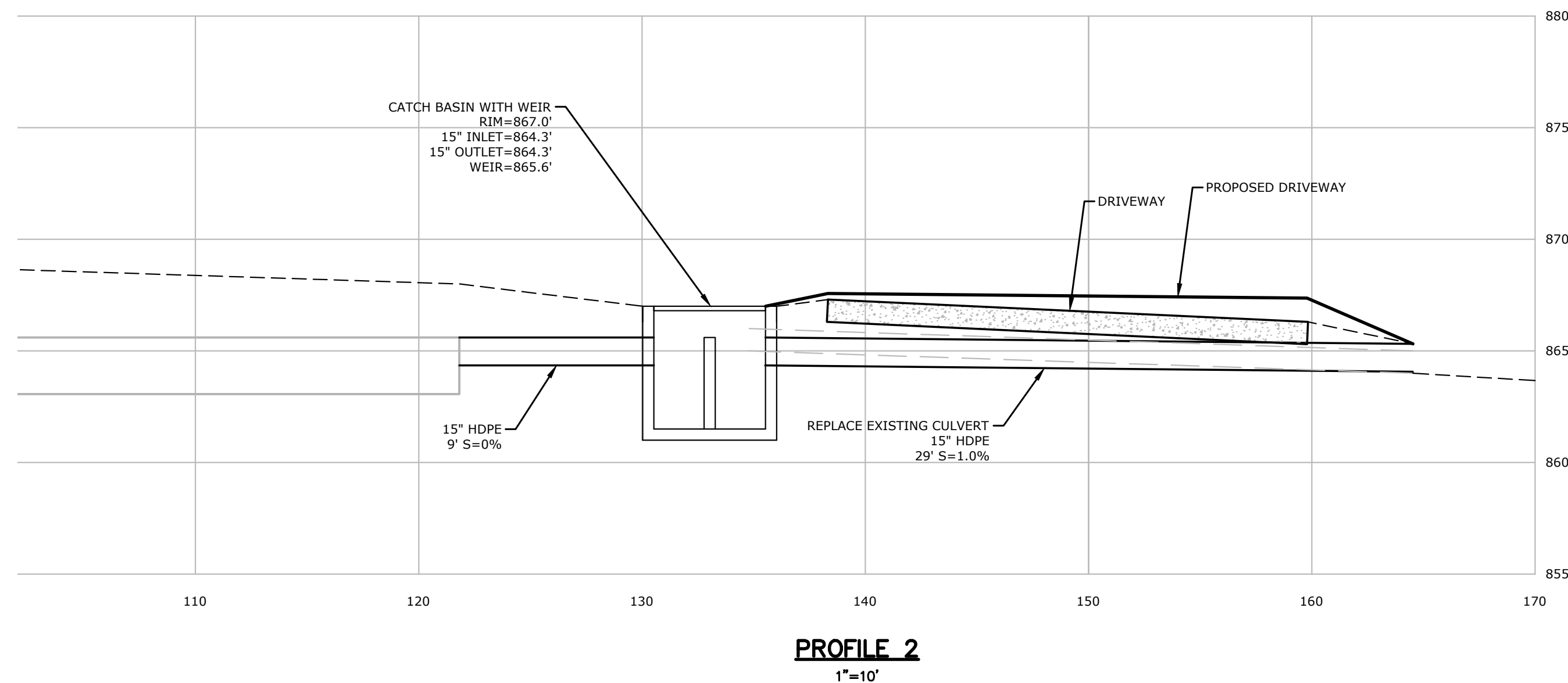
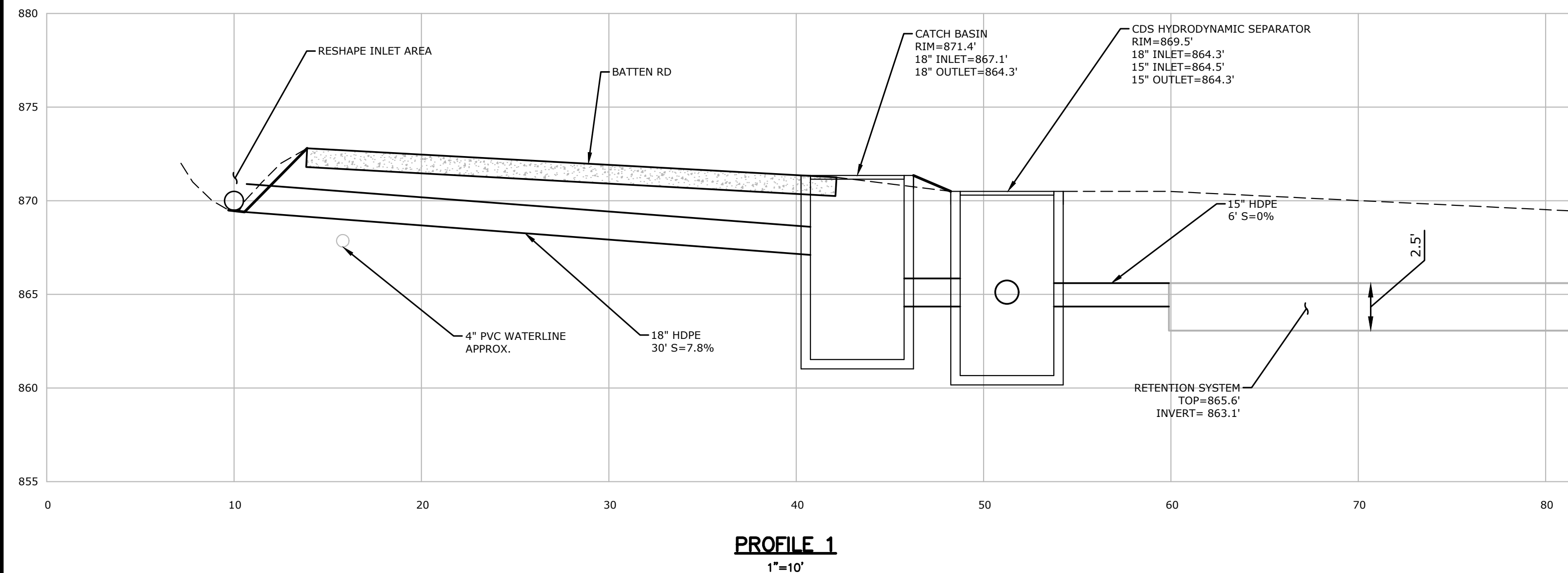
SEDIMENT AND EROSION CONTROL NOTES:

- THE SEDIMENT AND EROSION CONTROL PRACTICES IMPLEMENTED AS PART OF THE PROJECT SHALL BE IMPLEMENTED AND MAINTAINED ACCORDING TO "THE LOW RISK SITE HANDBOOK FOR EROSION PROTECTION AND SEDIMENT CONTROL" GUIDANCE DOCUMENT FROM THE VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION, WHERE APPLICABLE IN CONSULTATION WITH PROJECT ENGINEER.
- A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
- CLEARING OF VEGETATION FOR CONSTRUCTION ACCESS SHOULD BE MINIMIZED.
- THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES. THE CONTRACTOR WILL VERIFY THE MAINTENANCE WEEKLY AND AFTER RAIN EVENTS AND REPORT TO THE PROJECT ENGINEER.
- THE PROJECT ENGINEER IS TO BE NOTIFIED IMMEDIATELY IF EXCESSIVE SEDIMENT EROSION TAKES PLACE, IF SIGNIFICANT FINE GRAIN SEDIMENT IS ENCOUNTERED OR IF POTENTIALLY CONTAMINATED SEDIMENTS ARE ENCOUNTERED (OILY, DARK COLOR, CHEMICAL ODOR).
- PLAN AND PERFORM WORK DURING LOW FLOW PERIODS.
- WORK SHALL PROGRESS IN STAGES TO MINIMIZE EXPOSED AREAS AND DISTURBED EARTH. NO MORE THAN TWO (2) ACRES OF DISTURBED EARTH WILL BE ALLOWED AT ANY ONE TIME.
- NO DISTURBED EARTH SHALL REMAIN EXPOSED FOR MORE THAN SEVEN (7) CONSECUTIVE DAYS WITHOUT APPLYING TEMPORARY OR PERMANENT STABILIZATION MEASURES.
- EXPOSED AREAS SHALL BE SEEDED AND MULCHED OR PROTECTED WITH EROSION CONTROL MATTING WITHIN 48 HOURS OF ACHIEVING FINAL GRADE.
- STOCKPILE AREAS NEED TO BE APPROVED BY THE PROJECT ENGINEER AND SURROUNDED BY SILT FENCING.
- THE SITE SHOULD BE KEPT CLEAN OF LOOSE DEBRIS, LITTER, AND OTHER MATERIAL SUCH THAT NONE OF THESE MATERIAL ENTER WATERS OR WETLANDS.

CONSTRUCTION ACCESS
 CALAIS STORMWATER MITIGATION
 FINAL DESIGNS - EAST CALAIS POST OFFICE
 MOSCOW WOODS ROAD
 CALAIS, VERMONT

JCL	DJO	JCL
DESIGNED	DRAWN	CHECKED
SCALE: 1"=10'		
DATE: JULY 9, 2024		
PROJECT NO: 4069-11		
SHEET NO: 4 OF 7		
CON-1		

1. NUMBER, QUANTITY, AND TYPE OF MATERIALS TO BE USED SHALL BE DETERMINED BY THE ENGINEER IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARD DRAWINGS.



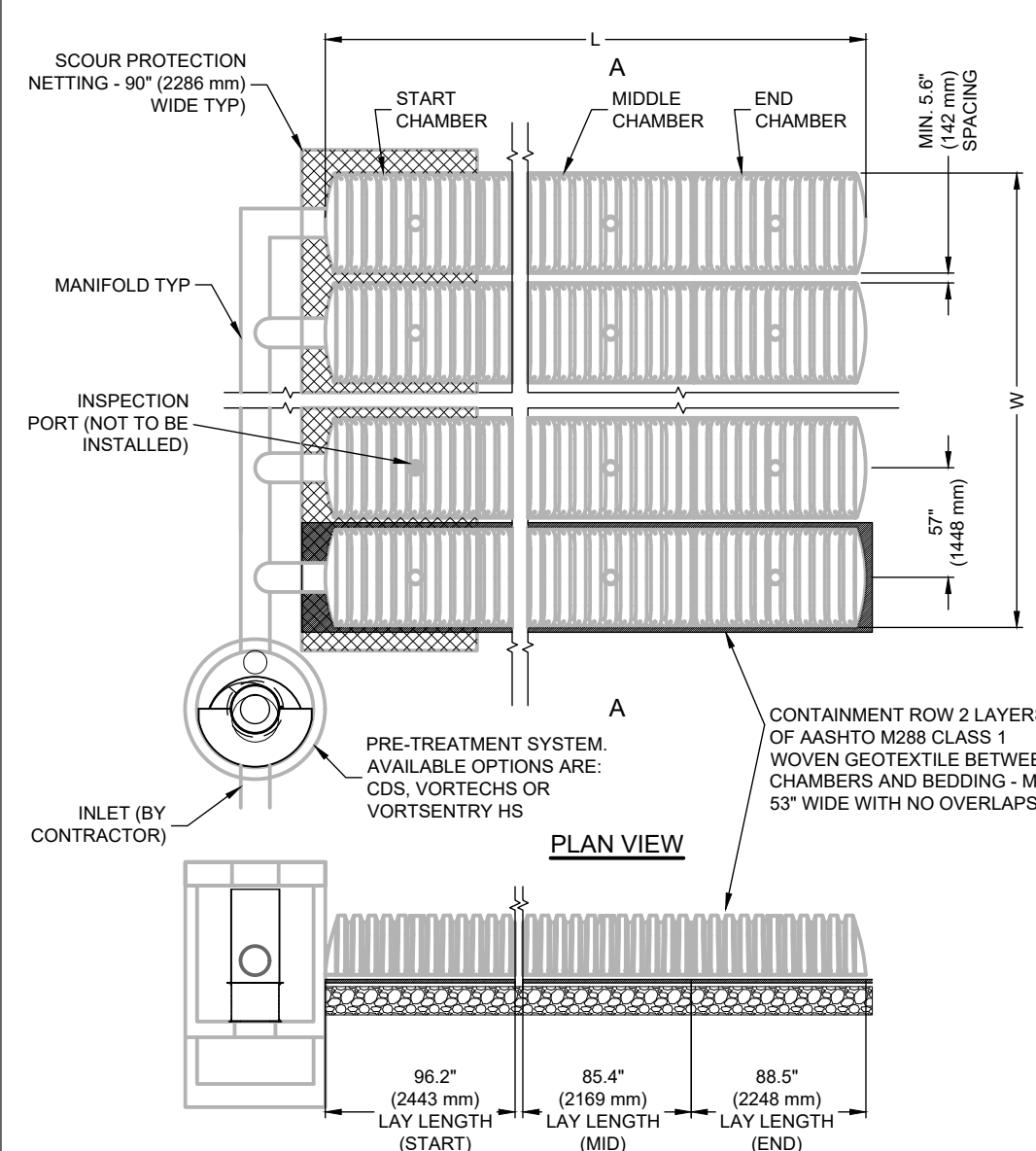
DESCRIPTION	DATE	BY

PROFILE
 CALAIS STORMWATER MITIGATION
 FINAL DESIGNS - EAST CALAIS POST OFFICE
 MOSCOW WOODS ROAD
 CALAIS, VERMONT
 FINAL DESIGN

JCL DESIGNED	DJO DRAWN	JCL CHECKED
SCALE VARIES		
DATE JULY 9, 2024		
PROJECT NO. 4069-11		
SHEET NO. 5 OF 7		

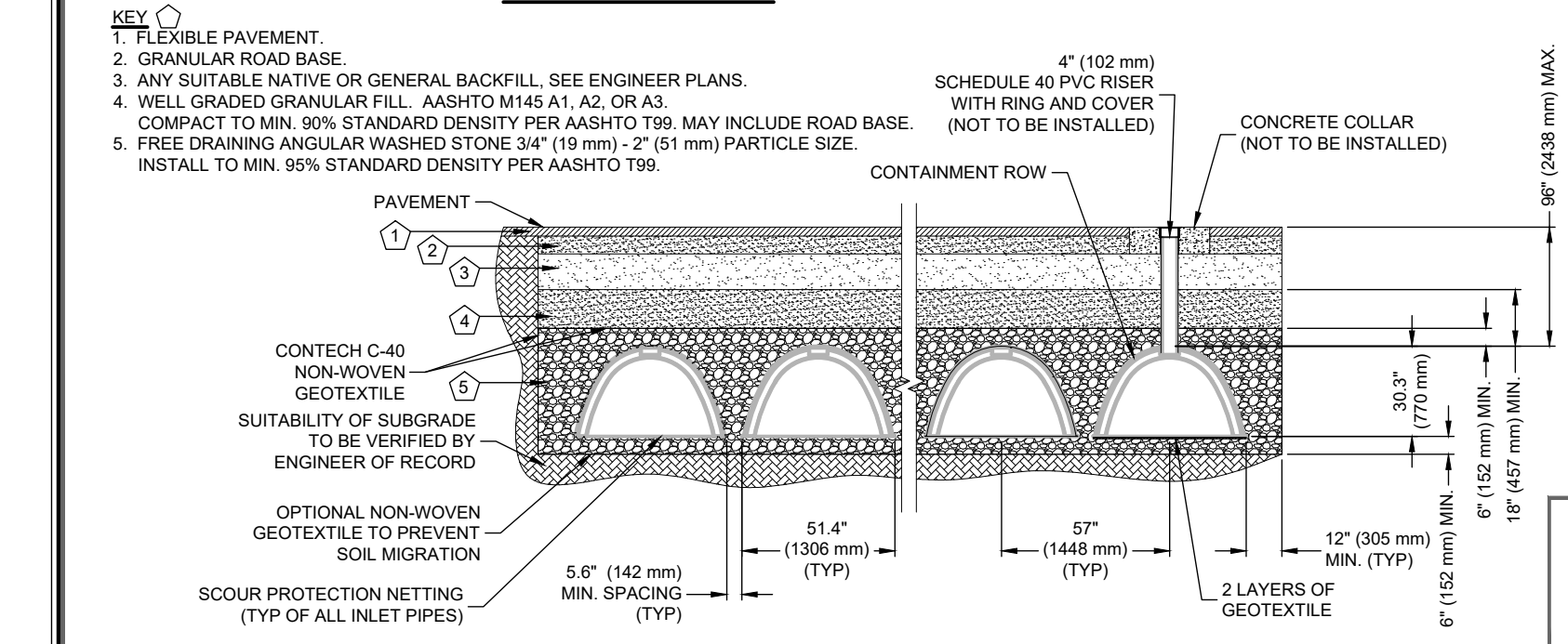
PRO-1

CONTECH ENGINEERING SOLUTIONS LLC, 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45390
 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45390
 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45390



FEATURE	START CHAMBER	MIDDLE CHAMBER	END CHAMBER
OVERALL CHAMBER HEIGHT - IN (mm)	30.3 (770)	30.3 (770)	30.3 (770)
OVERALL CHAMBER WIDTH - IN (mm)	51.4 (1306)	51.4 (1306)	51.4 (1306)
ACTUAL LENGTH - IN (mm)	98.4 (2500)	91.0 (2311)	92.0 (2337)
INSTALLED LAY LENGTHS - IN (mm)	96.2 (2443)	85.4 (2169)	88.5 (2248)
CHAMBER STORAGE VOLUME - CF (m³)	50.2 (1.421)	47.2 (1.336)	46.2 (1.307)
CHAMBER STORAGE PER LINEAR FOOT - CF/LF (m³/m)	6.3 (0.582)	6.6 (0.616)	6.3 (0.582)
*INSTALLED CHAMBER VOLUME - CF (m³)	78.1 (2.211)	75.1 (2.127)	74.1 (2.096)
*INSTALLED CHAMBER VOLUME PER LINEAR FOOT - CF/LF (m³/m)	9.7 (0.905)	10.6 (0.981)	10.0 (0.934)
CHAMBER WEIGHT - LB (kg)	83 (37.65)	73 (33.11)	76 (34.47)

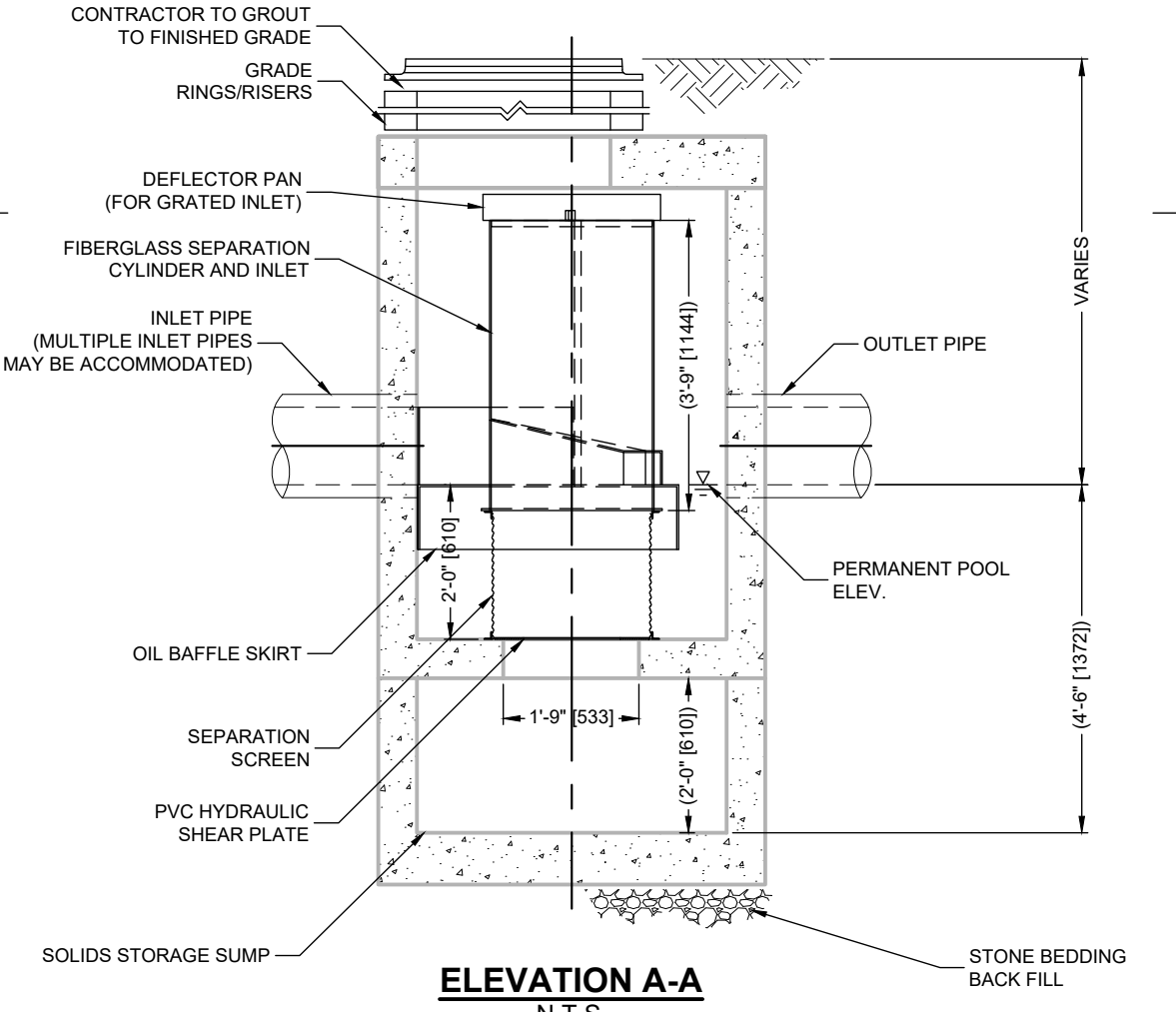
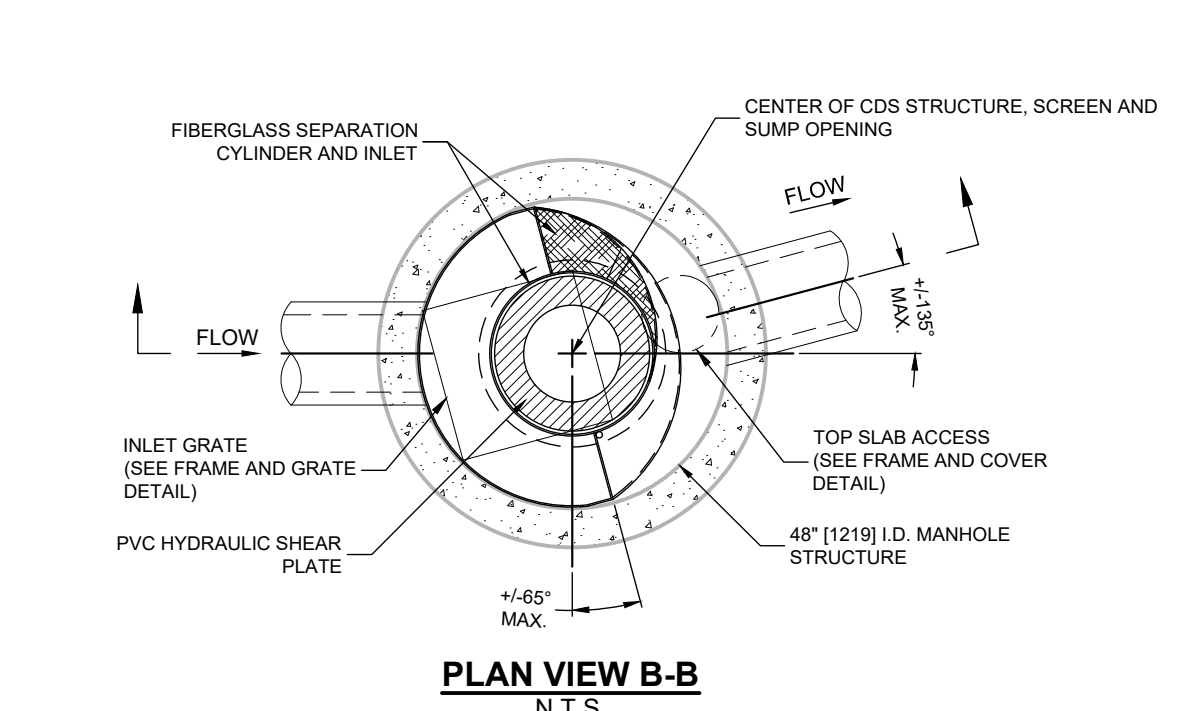
* SITE SPECIFIC DATA REQUIREMENTS	
FOR DETAILED DESIGN ASSISTANCE REFERENCE CHAMBERMAXX DYODS (DESIGN YOUR OWN DETENTION SYSTEM) SOFTWARE AND CHAMBERMAXX STAGE STORAGE CALCULATOR @ WWW.CONTECHSTORMWATER.COM	
TOTAL REQUIRED STORAGE VOLUME (CF OR m³)	
DEPTH TO INVERT BELOW ASPHALT (FT OR m)	
LIMITING WIDTH (FT OR m)	
LIMITING LENGTH (FT OR m)	
POROUS STONE ABOVE CHAMBER (IN OR mm)	
POROUS STONE BELOW CHAMBER (IN OR mm)	
STONE POROSITY (0 TO 40%)	
MANIFOLD SYSTEM DIAMETER (IN OR mm)	
* PER ENGINEER OF RECORD	



CHAMBERMAXX PATENT PENDING

CONTECH ENGINEERING SOLUTIONS LLC
 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45390
 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45390
 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45390

CHAMBERMAXX STORMWATER RETENTION STANDARD DETAIL PRE-TREATMENT STRUCTURE OPTION



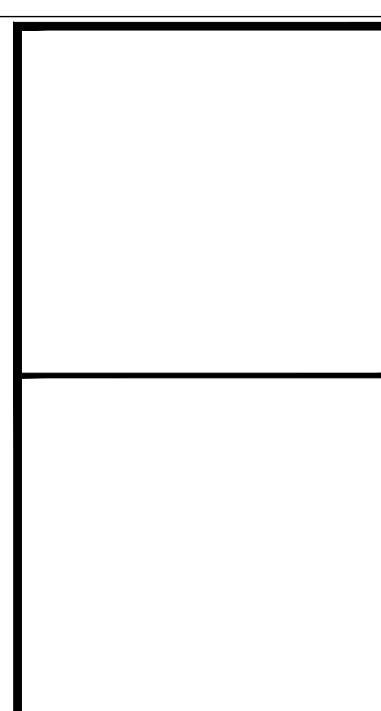
CONFIGURATION DESCRIPTION	

SITE SPECIFIC DATA REQUIREMENTS			
STRUCTURE ID			
WATER QUALITY FLOW RATE (CFS OR L/s)			
PEAK FLOW RATE (CFS OR L/s)			
RETURN PERIOD OF PEAK FLOW (YRS)			
SCREEN APERTURE (2400 OR 4700)			
PIPE DATA	T.E.	MATERIAL	DIAMETER
INLET PIPE 1			
INLET PIPE 2			
OUTLET PIPE			
RIM ELEVATION			
ANTI-FLOTATION BALLAST	WIDTH	HEIGHT	
NOTES/SPECIAL REQUIREMENTS:			
* PER ENGINEER OF RECORD			

- GENERAL NOTES**
- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
 - FOR SITE SPECIFIC DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.conteches.com
 - CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
 - STRUCTURE SHALL MEET AASHTO HS20 LOAD RATING, ASSUMING EARTH COVER OF 0'-2" AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M308 AND BE CAST WITH THE CONTECH LOGO.
 - IF REQUIRED, PVC HYDRAULIC SHEAR PLATE IS PLACED ON SHELF AT BOTTOM OF SCREEN CYLINDER. REMOVE AND REPLACE AS NECESSARY DURING MAINTENANCE CLEANING.
 - CDS STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-478 AND AASHTO LOAD FACTOR DESIGN METHOD.
- INSTALLATION NOTES**
- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
 - CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE.
 - CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
 - CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET AND OUTLET PIPE(S). MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
 - CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

CONTECH ENGINEERING SOLUTIONS LLC
 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45390
 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45390
 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45390

CDS2015-4-C ONLINE CDS STANDARD DETAIL



MILONE & MACBROOM
 NOW PART OF SLR
 1 SOUTH MAIN STREET
 WATERBURY, VT 05676
 WWW.MILONEMAC.COM

DESCRIPTION	DATE	BY

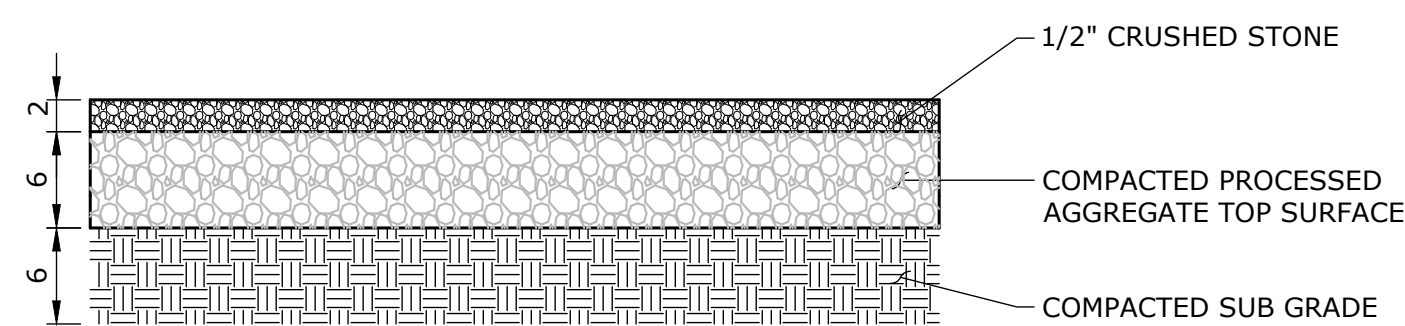
FINAL DESIGN

DETAILS I
 CALAIS STORMWATER MITIGATION
 FINAL DESIGNS - EAST CALAIS POST OFFICE
 MOSCOW WOODS ROAD
 CALAIS, VERMONT

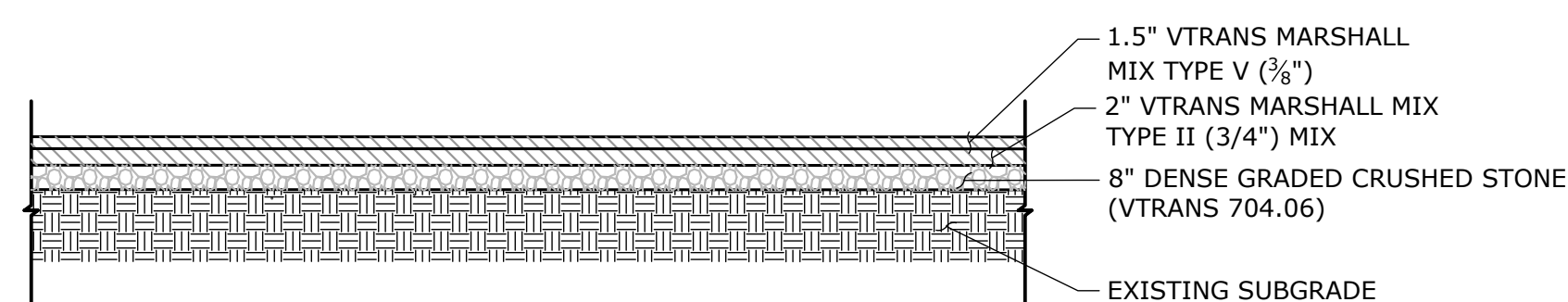
JCL	DJO	JCL
DESIGNED	DRAWN	CHECKED
VARIES		
DATE		
JULY 9, 2024		
PROJECT NO.		
4069-11		
SHEET NO.		
6 OF 7		

DET-1

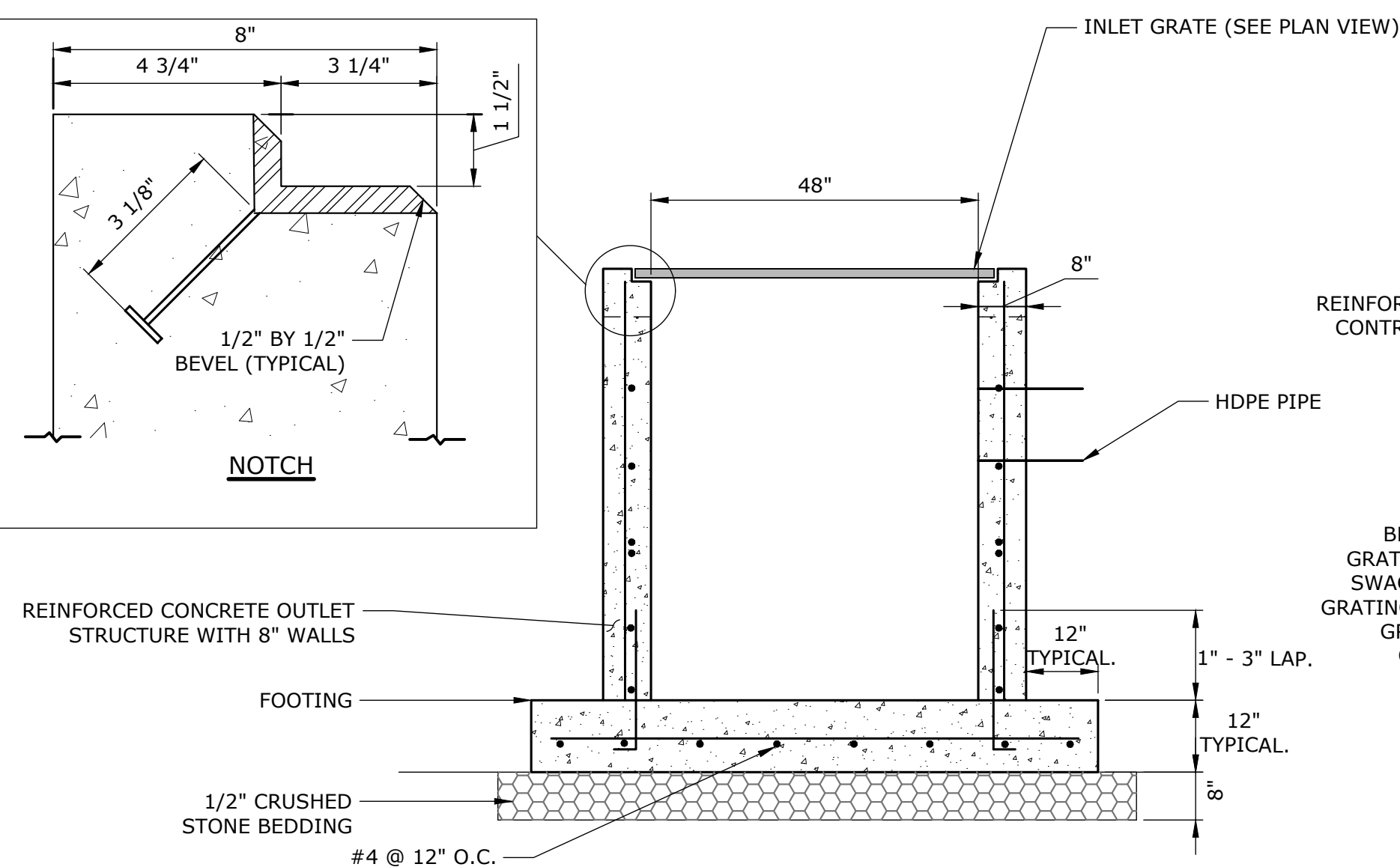
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN INCHES.
 2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
 3. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN METERS.
 4. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN MILLIMETERS.



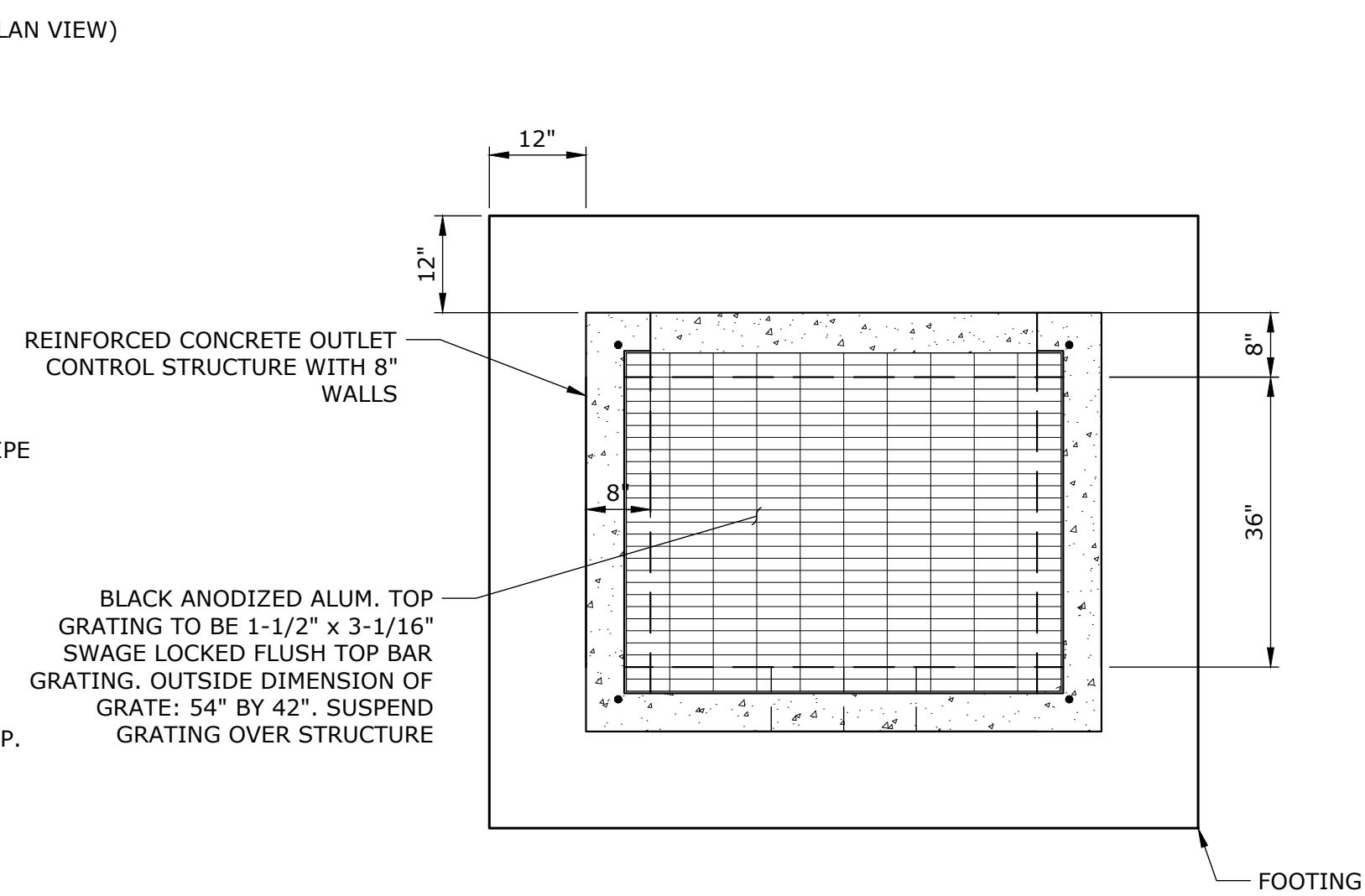
GRAVEL PARKING LOT SURFACE
NOT TO SCALE



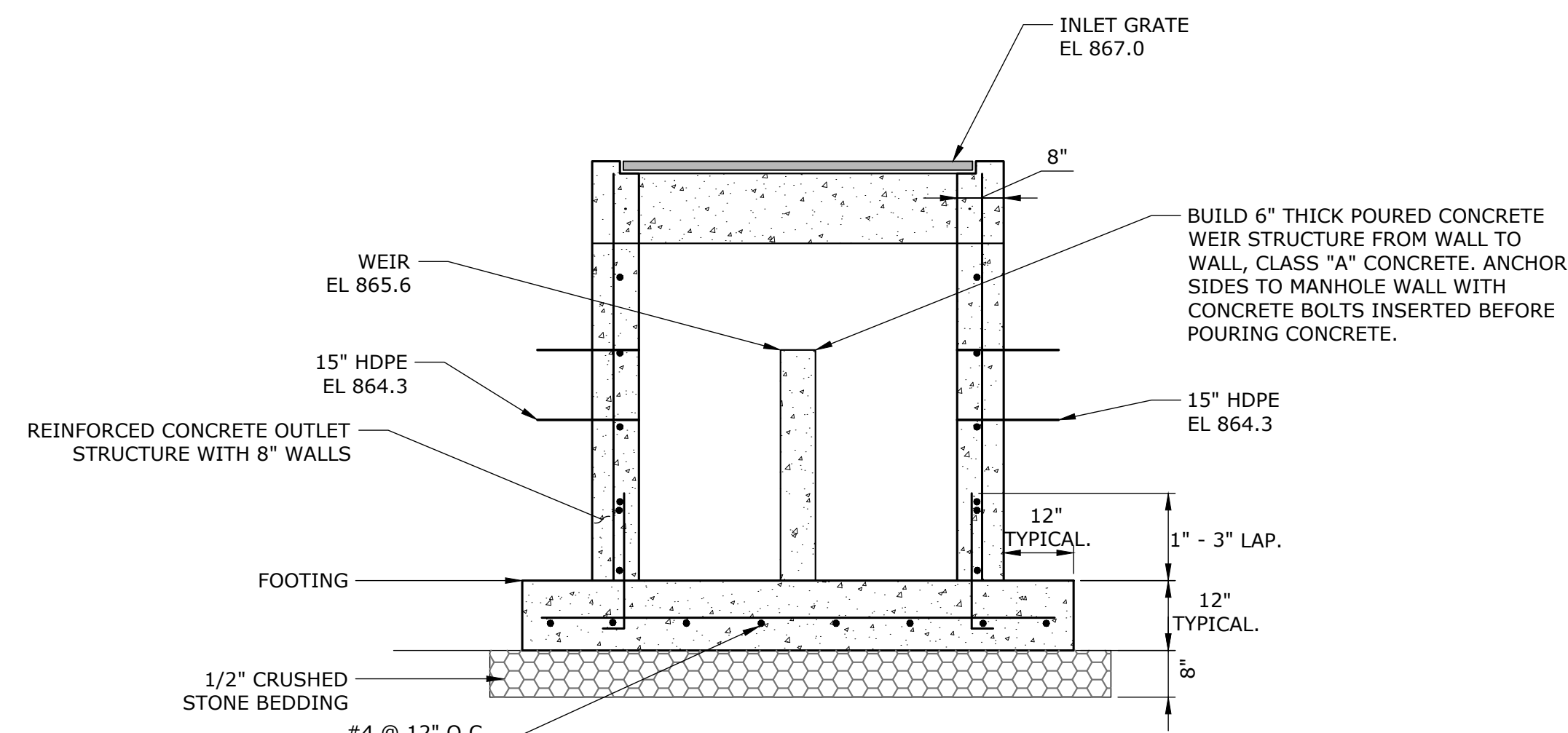
PAVEMENT
NOT TO SCALE



CATCH BASIN
NOT TO SCALE



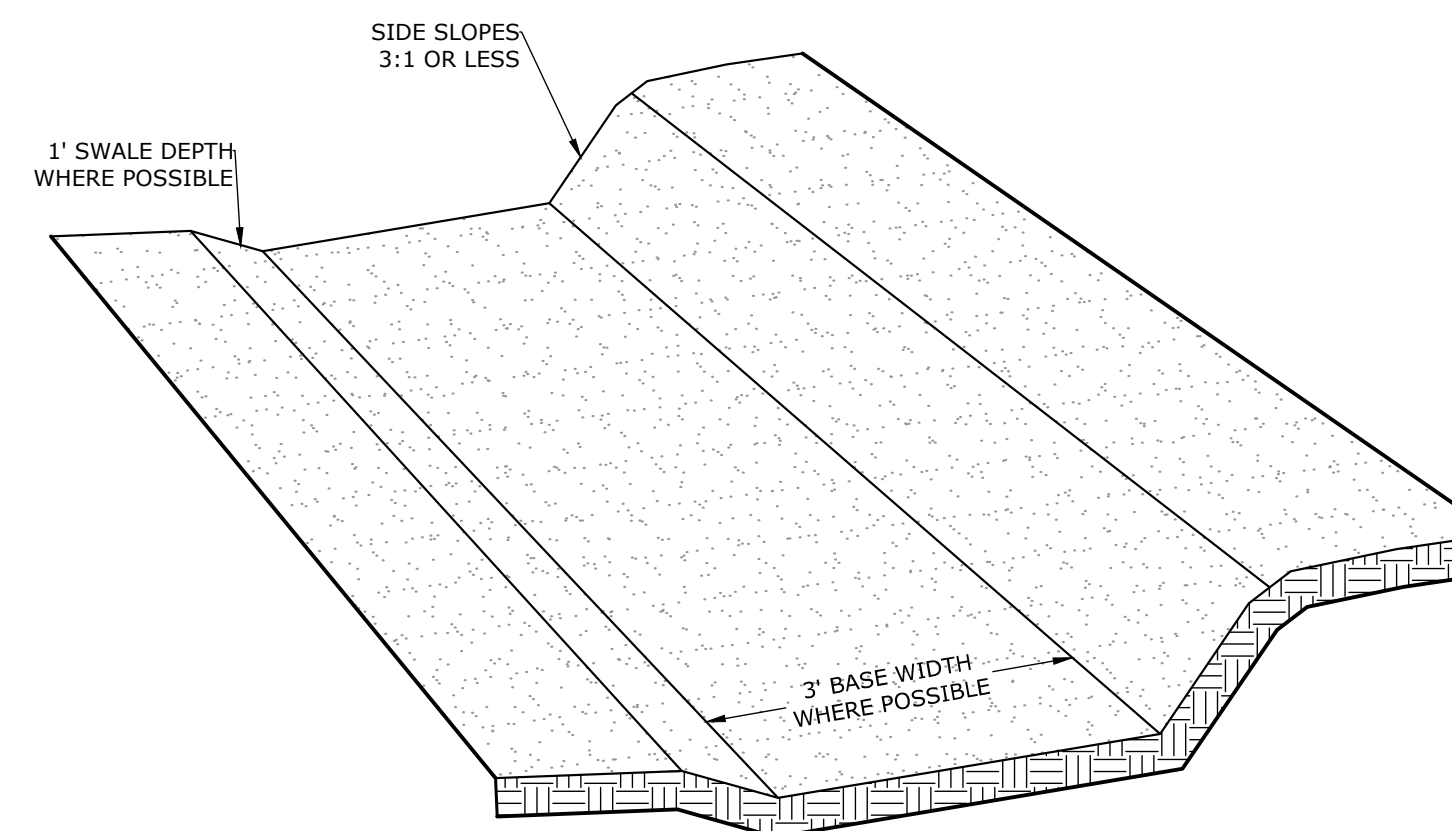
INLET GRATE
NOT TO SCALE



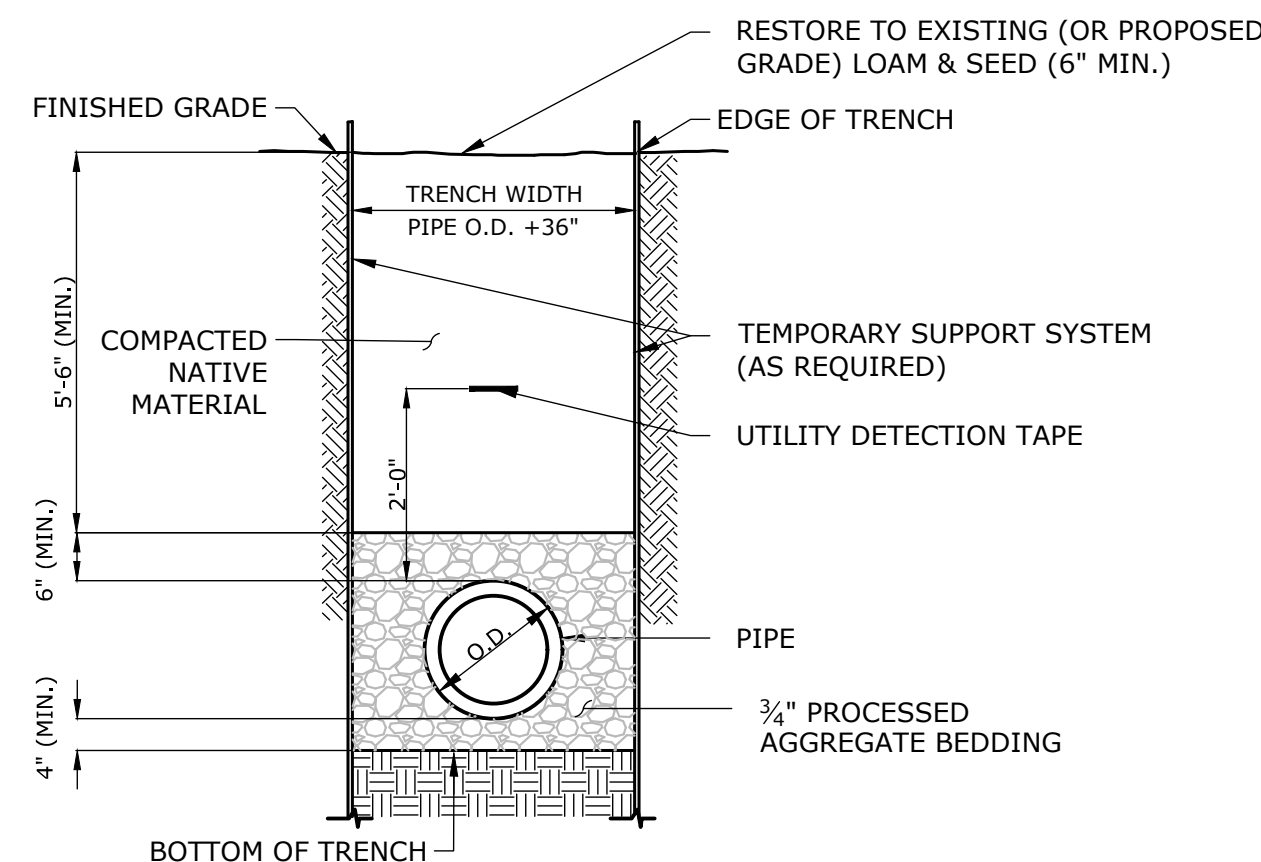
NOTES:

- WHERE PRECAST CONCRETE UNIT IS USED FOR SUMP, THE TOP OF THE UNIT SHALL BE AT LEAST 6" BELOW THE BOTTOM OF THE PIPE OUTLETTING FROM THE CATCH BASIN.

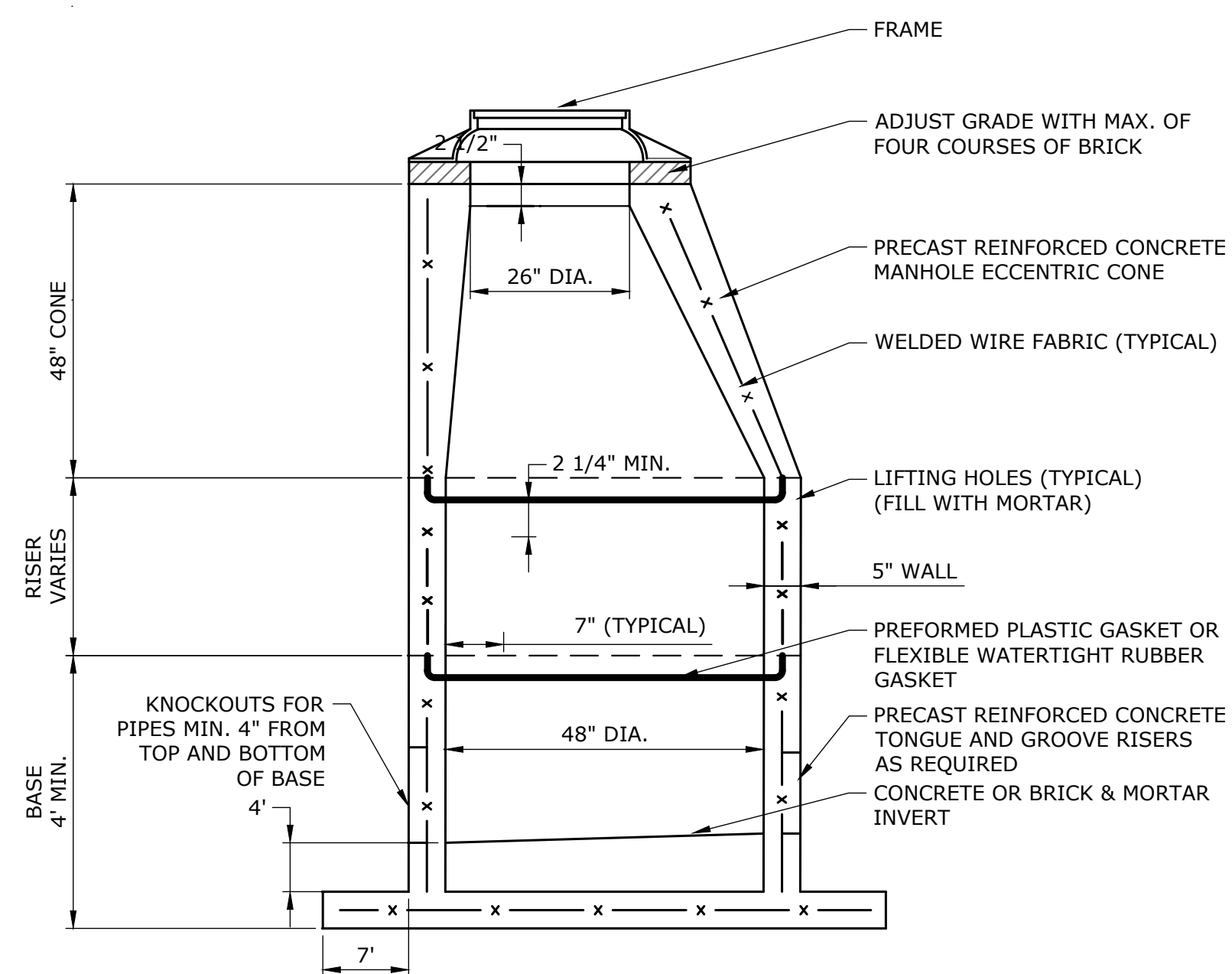
CATCH BASIN WITH WEIR
NOT TO SCALE



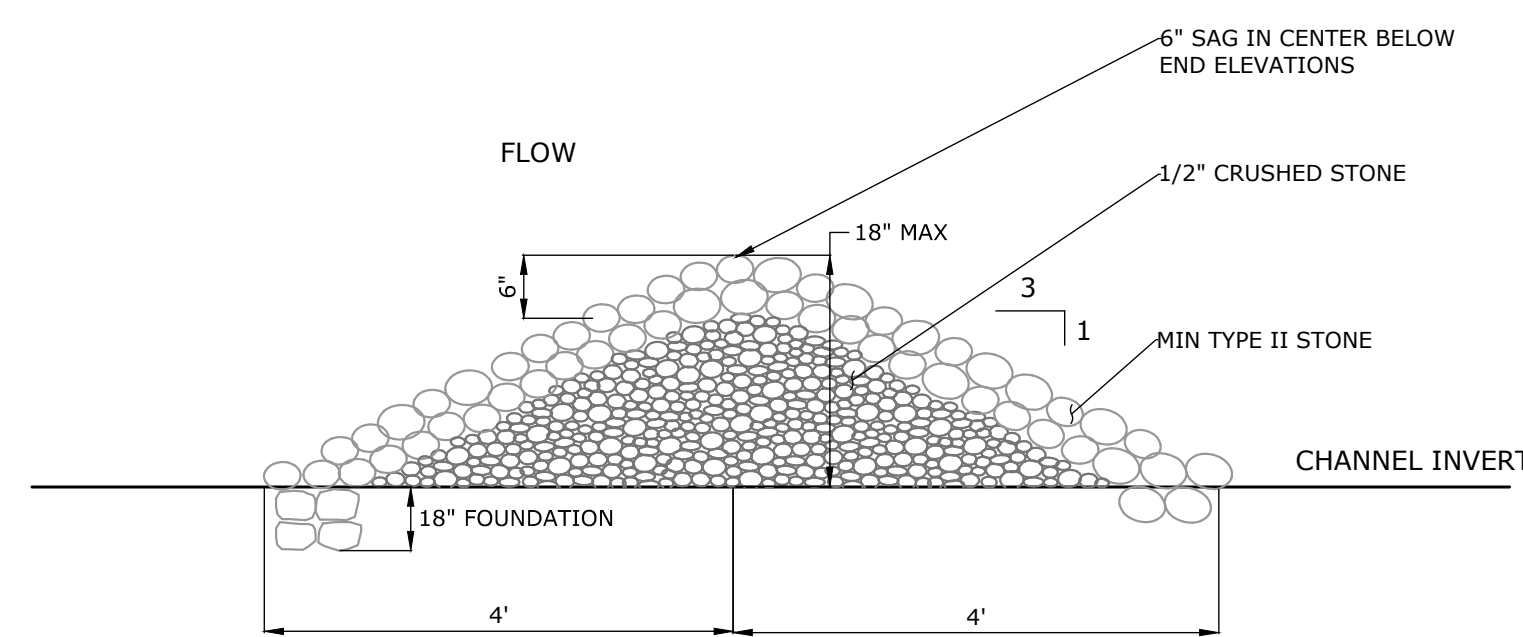
GRASSED SWALE
NOT TO SCALE



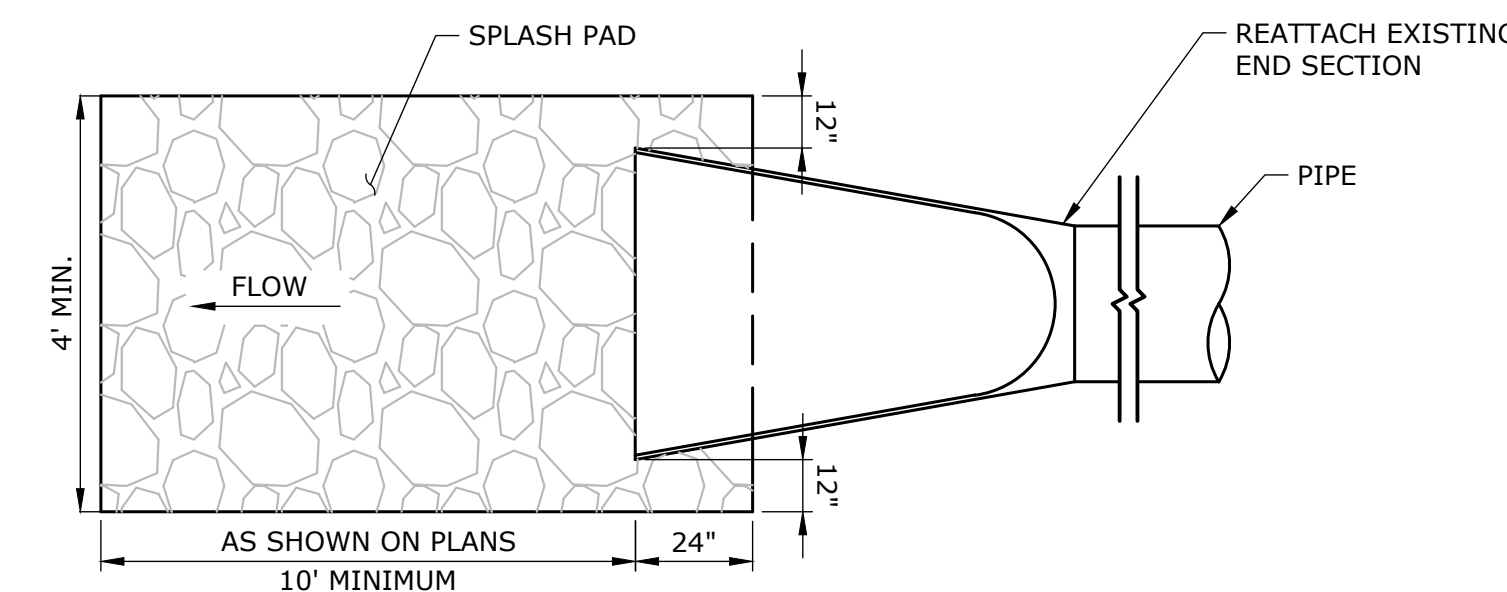
PIPE INSTALLATION
NOT TO SCALE



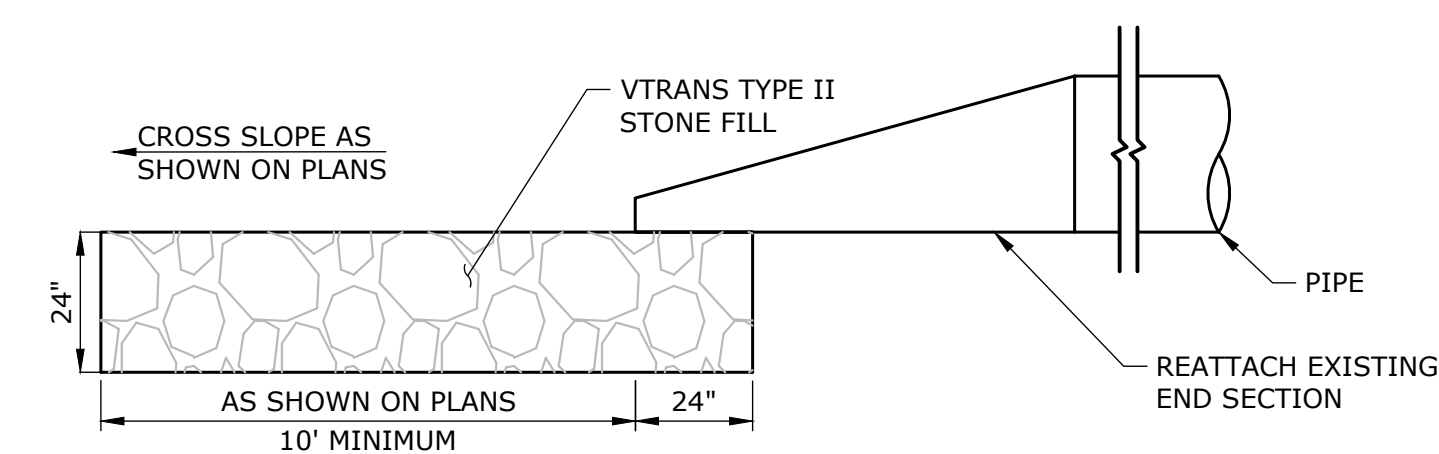
STORM MANHOLE
NOT TO SCALE



CHECK DAM
NOT TO SCALE



STONE SPLASH PAD
NOT TO SCALE



DESCRIPTION	DATE	BY

DETAILS II
 CALAIS STORMWATER MITIGATION
 FINAL DESIGNS - EAST CALAIS POST OFFICE
 MOSCOW WOODS ROAD
 CALAIS, VERMONT

JCL	DJO	JCL
DESIGNED	DRAWN	CHECKED
VARIES		
DATE: JULY 9, 2024		
PROJECT NO.: 4069-11		
SHEET NO.: 7 OF 7		

DET-2

Copyright IMM Now Part of SLR - 2021

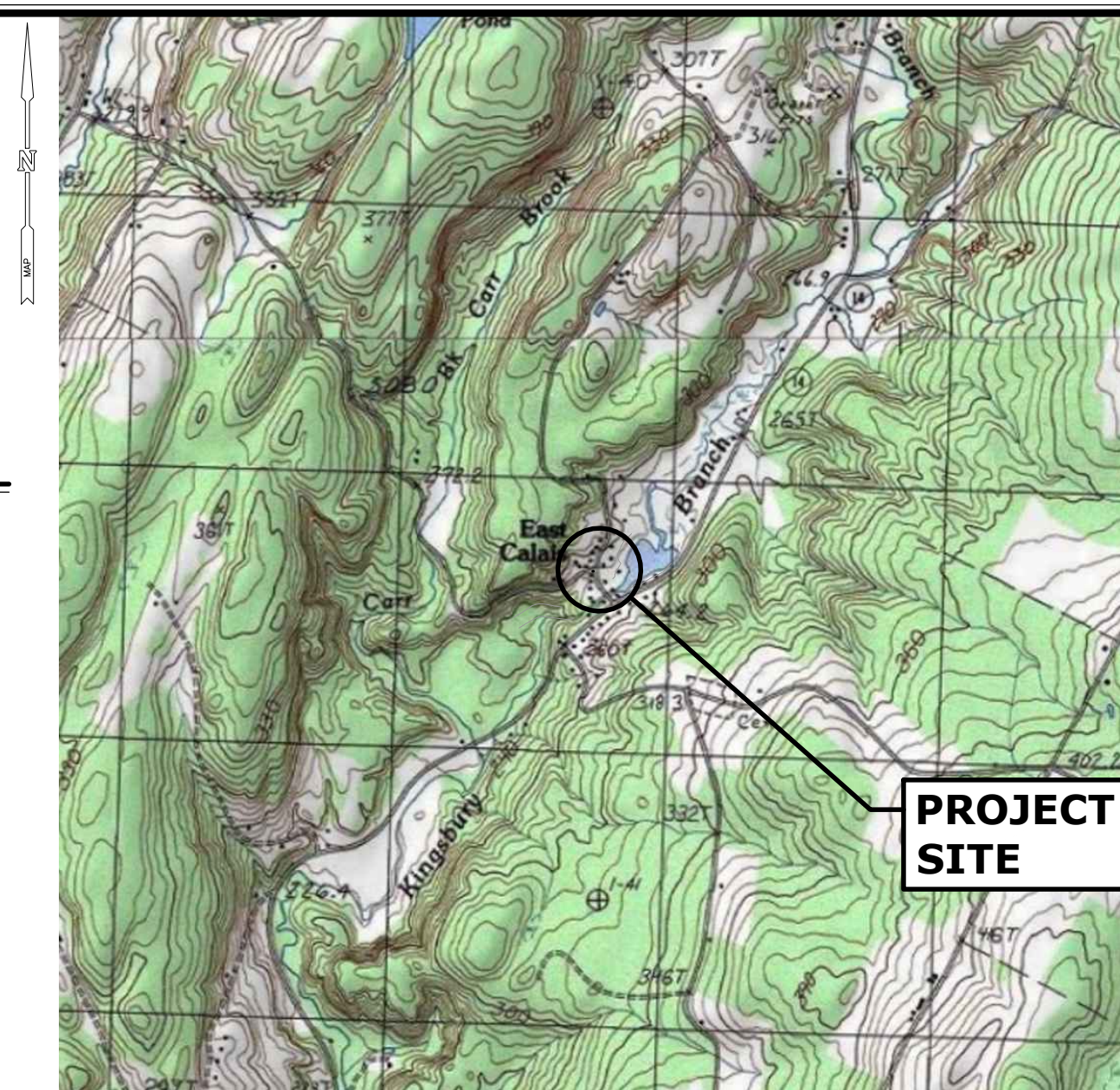
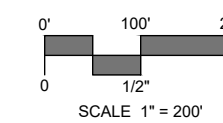
CALAIS STORMWATER MITIGATION FINAL DESIGNS - MOSCOW WOODS GULLY

MOSCOW WOODS ROAD
CALAIS, VERMONT

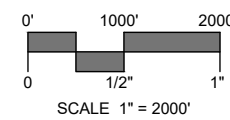
FINAL DESIGN
JULY 9, 2024



PROJECT SITE VICINITY MAP:



LOCATION MAP:



PREPARED FOR:

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
29 MAIN STREET, SUITE 4
MONTPELIER, VT 05602


LIST OF DRAWINGS

NO.	NAME	TITLE
01	-	TITLE
02	EX-1	SITE PLAN - EXISTING CONDITIONS
03	PR-1	SITE PLAN - PROPOSED CONDITIONS I
04	PR-2	SITE PLAN - PROPOSED CONDITIONS II
05	CON-1	CONSTRUCTION ACCESS
06	PRO-1	GULLY CROSS-SECTION AND PROFILE
07	DET-1	DETAILS

PREPARED BY:



**MILONE &
MACBROOM**

NOW PART OF  **SLR**

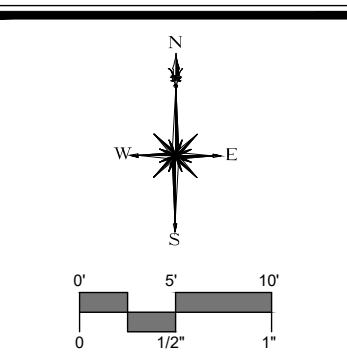
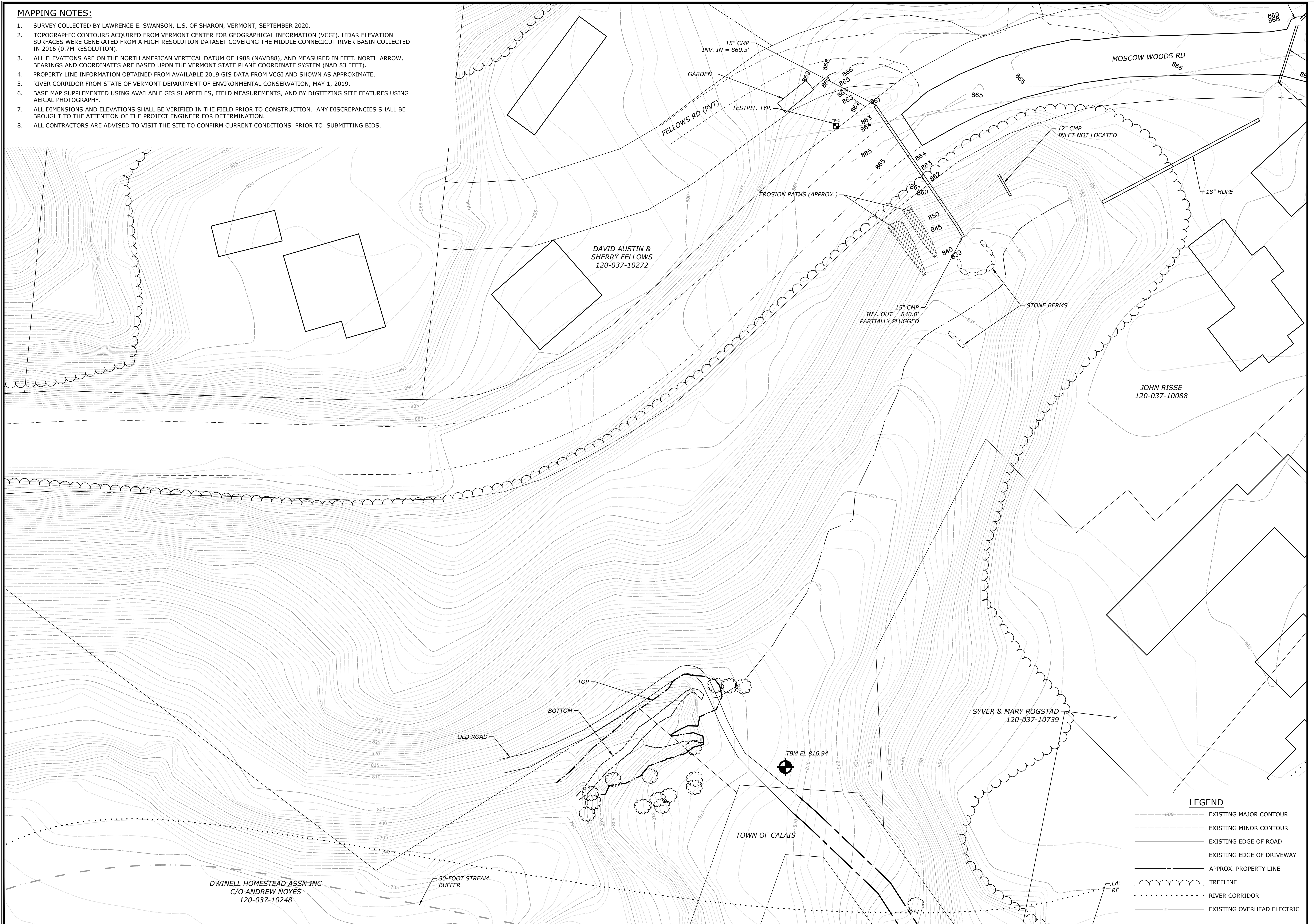
1 SOUTH MAIN STREET
WATERBURY, VT 05676
802.882.8335
WWW.MMINC.COM



Know what's below.
Call before you dig.
www.cbyd.com

MAPPING NOTES:

1. SURVEY COLLECTED BY LAWRENCE E. SWANSON, L.S. OF SHARON, VERMONT, SEPTEMBER 2020.
2. TOPOGRAPHIC CONTOURS ACQUIRED FROM VERMONT CENTER FOR GEOGRAPHICAL INFORMATION (VCGI). LIDAR ELEVATION SURFACES WERE GENERATED FROM A HIGH-RESOLUTION DATASET COVERING THE MIDDLE CONNECTICUT RIVER BASIN COLLECTED IN 2016 (0.7M RESOLUTION).
3. ALL ELEVATIONS ARE ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AND MEASURED IN FEET. NORTH ARROW, BEARINGS AND COORDINATES ARE BASED UPON THE VERMONT STATE PLANE COORDINATE SYSTEM (NAD 83 FEET).
4. PROPERTY LINE INFORMATION OBTAINED FROM AVAILABLE 2019 GIS DATA FROM VCGI AND SHOWN AS APPROXIMATE.
5. RIVER CORRIDOR FROM STATE OF VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION, MAY 1, 2019.
6. BASE MAP SUPPLEMENTED USING AVAILABLE GIS SHAPEFILES, FIELD MEASUREMENTS, AND BY DIGITIZING SITE FEATURES USING AERIAL PHOTOGRAPHY.
7. ALL DIMENSIONS AND ELEVATIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER FOR DETERMINATION.
8. ALL CONTRACTORS ARE ADVISED TO VISIT THE SITE TO CONFIRM CURRENT CONDITIONS PRIOR TO SUBMITTING BIDS.



MILONE & MACBROOM
 NOW PART OF **SLR**
 1 SOUTH MAIN STREET
 WATERBURY, VT 05676
 WWW.MILONEMAC.COM

DESCRIPTION	DATE	BY

SITE PLAN - EXISTING CONDITIONS
CALAIS STORMWATER MITIGATION
FINAL DESIGNS - MOSCOW WOODS GULLY
 MOSCOW WOODS ROAD
 CALAIS, VERMONT

FINAL DESIGN

JCL	DJO	JCL
DESIGNED	DRAWN	CHECKED
SCALE: 1"=10'		
DATE: JULY 9, 2024		
PROJECT NO: 4069-11		
SHEET NO: 2 OF 7		
EX-1		

- LEGEND**
- 600 --- EXISTING MAJOR CONTOUR
 - 800 --- EXISTING MINOR CONTOUR
 - --- EXISTING EDGE OF ROAD
 - --- EXISTING EDGE OF DRIVEWAY
 - --- APPROX. PROPERTY LINE
 - --- TREELINE
 - --- RIVER CORRIDOR
 - --- EXISTING OVERHEAD ELECTRIC

DWINELL HOMESTEAD ASSN INC
 C/O ANDREW NOYES
 120-037-10248

TOWN OF CALAIS

TBM EL 816.94

SYVER & MARY ROGSTAD
 120-037-10739

DAVID AUSTIN & SHERRY FELLOWS
 120-037-10272

JOHN RISSE
 120-037-10088

LEGEND

---	EXISTING MAJOR CONTOUR
- - -	EXISTING MINOR CONTOUR
---	EXISTING EDGE OF ROAD
---	EXISTING EDGE OF DRIVEWAY
---	APPROX. PROPERTY LINE
~ ~ ~	TREELINE
---	RIVER CORRIDOR
---	EXISTING OVERHEAD ELECTRIC
---	PROPOSED MAJOR CONTOUR
---	PROPOSED MINOR CONTOUR

GENERAL NOTES:

1. THE CONTRACTOR SHALL MAINTAIN A COMPLETE SET OF PLANS ON SITE AT ALL TIMES AND FOLLOW THE SPECIFICATIONS, DETAILS, AND NOTES FOR ALL ASPECTS OF THE PROJECT. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER IMMEDIATELY.
2. ALL PROPOSED GRADES AND SPOT ELEVATIONS ON THE PLANS INDICATE FINISHED GRADE. THE NEED TO MODIFY PROPOSED FINISHED GRADES MAY BE REQUIRED IF UNEXPECTED CONDITIONS ARE ENCOUNTERED (I.E. BEDROCK, LEDGE, ETC.) OR IF SIGNIFICANT CHANGES TO EXISTING CONDITIONS OCCURS.
3. EARTH MOVING AND HAULING, ROCK DRILLING OR CRUSHING, AND SIMILAR EXCESSIVELY LOUD EQUIPMENT SHALL NOT BE OPERATED ON SUNDAYS OR BETWEEN THE HOURS OF 5:30 P.M. AND 7:00 A.M. EXCEPT IN EMERGENCY SITUATIONS.
4. AT THE END OF EACH WORK DAY, THE CONTRACTOR SHALL PROVIDE A FORM OF BARRIER OR CONSTRUCTION FENCING AT THE SITE ENTRANCE TO PREVENT MOTORIZED VEHICLE ACCESS.
5. NO DISTURBANCE BEYOND THE ESTABLISHED LIMITS IS ALLOWED UNLESS PRIOR PERMISSION IS OBTAINED.
6. ALL PRECAUTIONS SHALL BE TAKEN TO PREVENT THE POTENTIAL TRANSPORT OF INVASIVE SPECIES TO OR FROM THE CONSTRUCTION SITE OR SPREADING WITHIN THE SITE. THE CONTRACTOR SHALL INSPECT AND CLEAN ALL EQUIPMENT PRIOR TO TRANSPORT TO THE CONSTRUCTION SITE.
7. STOCKPILE ALL TOPSOIL AND SANDY LOAM SOILS ONSITE FOR REUSE.
8. ANY MATERIALS EXPORTED OFF-SITE SHALL BE LEGALLY DISPOSED OF IN AN UPLAND LOCATION AT NO ADDITIONAL COST. THE CONTRACTOR IS RESPONSIBLE FOR FINDING A SUITABLE RECIPIENT OF THE MATERIAL, GAINING REGULATORY APPROVAL IF NEEDED, AND HAULING.
9. ALL DIMENSIONS AND ELEVATIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER FOR DETERMINATION. THE CONTRACTOR IS EXPECTED TO PROVIDE FIELD ENGINEERING SERVICES DURING CONSTRUCTION TO ESTABLISH AND RECORD GRADES, LINES, AND ELEVATIONS. EXACT ELEVATIONS AND SLOPES WILL BE APPROVED IN FIELD BY

10. THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE CONFIRMED PRIOR TO BEGINNING CONSTRUCTION. CALL "DIG SAFE" AT 1-888-DIG-SAFE (344-7233). THE CONTRACTOR SHALL TAKE PRECAUTIONS NOT TO DISTURB EXISTING UTILITIES.
11. CONTRACTOR MUST COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS AND REGULATIONS THROUGHOUT DURATION OF PROJECT. COMPLIANCE WITH ALL CONDITIONS OF APPLICABLE AND SECURED PERMITS IS THE RESPONSIBILITY OF BOTH THE CONTRACTOR AND THE PERMITEE. COPIES OF ALL PERMITS AND AUTHORIZATIONS SHALL BE MAINTAINED ON THE PROJECT SITE BY THE CONTRACTOR THROUGHOUT CONSTRUCTION.
12. ALL STORAGE AND ACCESS ROUTES, PEDESTRIAN FENCES/BARRIERS, WORKING HOURS, AND LIMITS OF CLEARING SHALL BE FLAGGED BY CONTRACTOR PRIOR TO CONSTRUCTION AND APPROVED BY PROJECT ENGINEER.
13. THE CONTRACTOR SHALL MAINTAIN ALL ROADWAYS, SIDEWALKS, AND WALKWAYS IN THE AREA FREE OF SOIL, MUD, AND CONSTRUCTION DEBRIS. CONSTRUCTION ENTRANCES MUST BE MAINTAINED AT EACH SITE ACCESS POINT. SEE PLANS AND DETAILS.
14. ALL AREAS SURROUNDING THE PROJECT SITE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED UPON COMPLETION OF CONSTRUCTION. THE RESTORATION OF THE SITE IS SUBJECT TO APPROVAL BY THE TOWN AND THE PROJECT ENGINEER.
15. FOLLOWING COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PARTICIPATE IN A FINAL SITE INSPECTION WITH THE LANDOWNER, TOWN AND PROJECT ENGINEER FOR THE PURPOSE OF VERIFYING THAT THE PROJECT HAS BEEN COMPLETED ACCORDING TO THE CONSTRUCTION PLANS, SPECIFICATIONS AND THE TERMS AND CONDITIONS OF THE CONTRACT.
16. AN EASEMENT BETWEEN THE TOWN AND THE LANDOWNERS WILL BE NEEDED FOR CONSTRUCTION AND FUTURE OPERATIONS AND MAINTENANCE.

OPERATION AND MAINTENANCE NOTES:

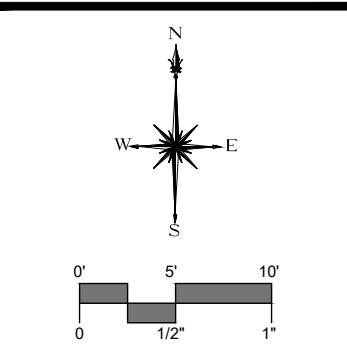
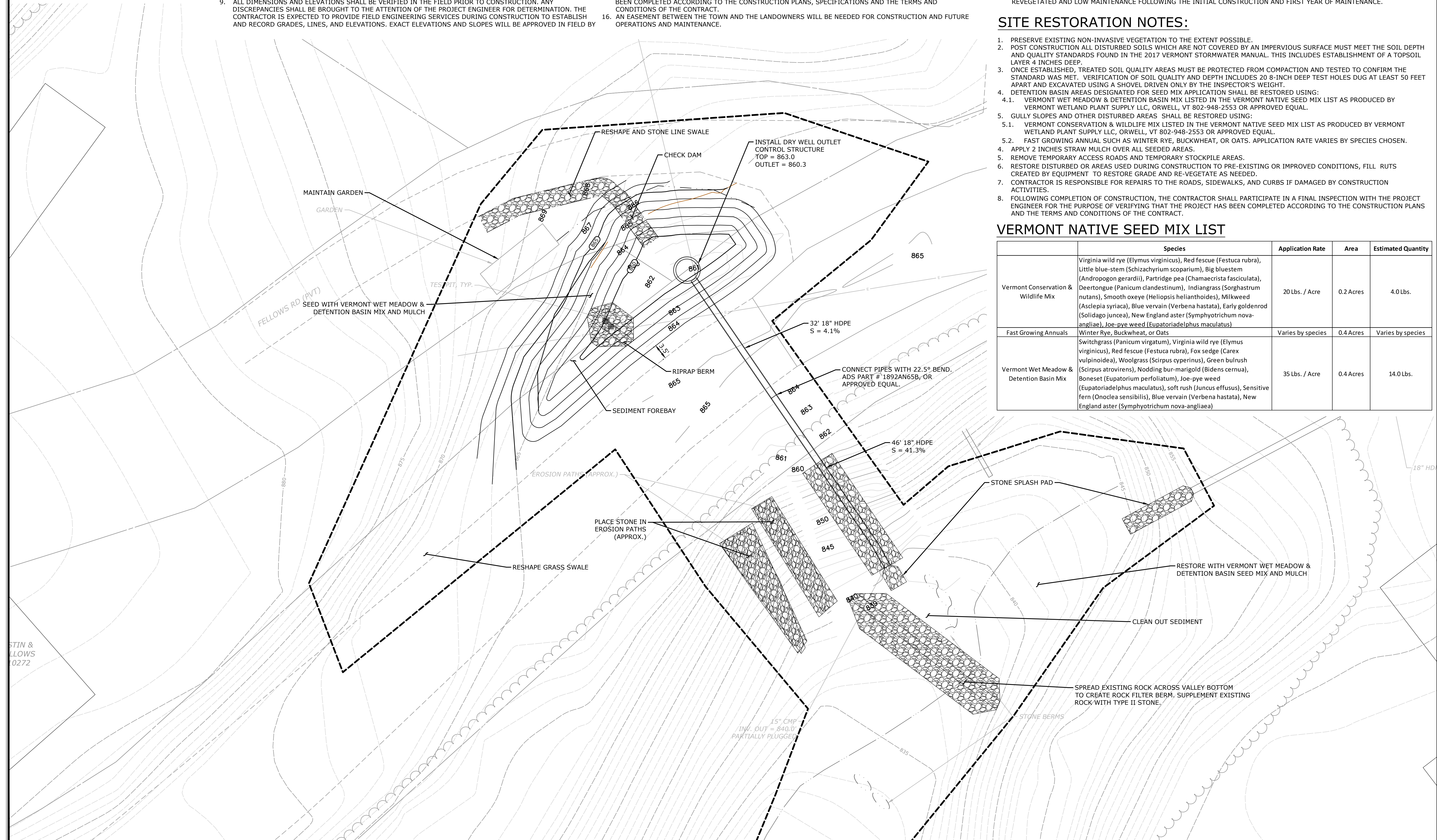
1. SET A REGULAR INSPECTION SCHEDULE. USE A MEASURING TOOL OR ROD TO RECORD SEDIMENT ACCUMULATION. KEEP A RECORD OF SEDIMENT DEPTH CAPTURED IN THE SYSTEM AND WHEN MAINTENANCE IS PERFORMED.
2. DURING THE FIRST YEAR OF OPERATION, INSPECT THE SEDIMENT ACCUMULATED IN THE INFILTRATION BASIN AND DRY WELL AFTER EACH LARGE STORM (E.G., LARGER THAN 1 INCH OF PRECIPITATION), OR AT A MINIMUM EACH QUARTER TO SET A BASELINE FOR FUTURE YEARS.
3. DURING FOLLOWING YEARS, CONSIDER REDUCING THE INSPECTION SCHEDULE TO ONCE A YEAR. IF MONITORING DURING THE FIRST YEAR INDICATES THAT THIS SCHEDULE WILL BE SUFFICIENT TO ENSURE SEDIMENT ACCUMULATION IS LESS THAN 50% OF THE CAPACITY BETWEEN CLEANOUTS. ADDITIONALLY, INSPECT THE SYSTEM AFTER ANY STORM WITH MORE THAN 2.5 INCHES OF RAINFALL IN 24 HOURS.
4. THE SWALES AND CHECK DAMS SHOULD BE CHECKED FOR SEDIMENT ACCUMULATION. ACCUMULATED SEDIMENT IN THE SWALE AND INFILTRATION AREA SHOULD BE REMOVED WITH AN EXCAVATOR WHEN MORE THAN 1.5 FEET DEEP AND SEDIMENT IN THE DRY WELL SHOULD BE REMOVED VIA VACTOR TRUCK WHEN MORE THAN 50% OF THE SUMP AREA IS FULL.
5. DISPOSE OF SEDIMENTS REMOVED FROM THE SYSTEM ACCORDING TO STATE AND LOCAL REGULATION. SEDIMENT SHOULD BE USED OR PLACED SO IT WILL NOT BE REINTRODUCED TO STORMWATER RUNOFF. SEDIMENT TESTING MAY BE NECESSARY FOR SOME USES TO BE SURE TOXIC MATERIALS ARE NOT ATTACHED TO THE SEDIMENT.
6. DURING INSPECTIONS MAKE SURE ALL INLET GRATES AND OUTLET AREAS ARE UNBLOCKED AND EROSION IS NOT TAKING PLACE. REMOVE DEBRIS AND STABILIZE AS NECESSARY.
7. THE GULLY WILL BE LOW MAINTENANCE AND MIGHT NEED A HALF DAY OF TREE/LOG REARRANGING EVERY 5-10 YEARS. THIS IS EXPECTED TO BE ACCOMPLISHED BY TWO LABORERS WITH A CHAINSAW AND PRYBARS. IT IS EXPECTED THAT THIS AREA WILL BE REVEGETATED AND LOW MAINTENANCE FOLLOWING THE INITIAL CONSTRUCTION AND FIRST YEAR OF MAINTENANCE.

SITE RESTORATION NOTES:

1. PRESERVE EXISTING NON-INVASIVE VEGETATION TO THE EXTENT POSSIBLE.
2. POST CONSTRUCTION ALL DISTURBED SOILS WHICH ARE NOT COVERED BY AN IMPERVIOUS SURFACE MUST MEET THE SOIL DEPTH AND QUALITY STANDARDS FOUND IN THE 2017 VERMONT STORMWATER MANUAL. THIS INCLUDES ESTABLISHMENT OF A TOPSOIL LAYER 4 INCHES DEEP.
3. ONCE ESTABLISHED, TREATED SOIL QUALITY AREAS MUST BE PROTECTED FROM COMPACTION AND TESTED TO CONFIRM THE STANDARD WAS MET. VERIFICATION OF SOIL QUALITY AND DEPTH INCLUDES 20 8-INCH DEEP TEST HOLES DUG AT LEAST 50 FEET APART AND EXCAVATED USING A SHOVEL DRIVEN ONLY BY THE INSPECTOR'S WEIGHT.
 - 4.1. VERMONT WET MEADOW & DETENTION BASIN MIX LISTED IN THE VERMONT NATIVE SEED MIX LIST AS PRODUCED BY VERMONT WETLAND PLANT SUPPLY LLC, ORWELL, VT 802-948-2553 OR APPROVED EQUAL.
 - 4.2. VERMONT WETLAND PLANT SUPPLY LLC, ORWELL, VT 802-948-2553 OR APPROVED EQUAL.
 - 5.1. VERMONT CONSERVATION & WILDLIFE MIX LISTED IN THE VERMONT NATIVE SEED MIX LIST AS PRODUCED BY VERMONT WETLAND PLANT SUPPLY LLC, ORWELL, VT 802-948-2553 OR APPROVED EQUAL.
 - 5.2. FAST GROWING ANNUAL SUCH AS WINTER RYE, BUCKWHEAT, OR OATS. APPLICATION RATE VARIES BY SPECIES CHOSEN.
4. APPLY 2 INCHES STRAW MULCH OVER ALL SEEDED AREAS.
5. REMOVE TEMPORARY ACCESS ROADS AND TEMPORARY STOCKPILE AREAS.
6. RESTORE DISTURBED OR AREAS USED DURING CONSTRUCTION TO PRE-EXISTING OR IMPROVED CONDITIONS, FILL RUTS CREATED BY EQUIPMENT TO RESTORE GRADE AND RE-VEGETATE AS NEEDED.
7. CONTRACTOR IS RESPONSIBLE FOR REPAIRS TO THE ROADS, SIDEWALKS, AND CURBS IF DAMAGED BY CONSTRUCTION ACTIVITIES.
8. FOLLOWING COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PARTICIPATE IN A FINAL INSPECTION WITH THE PROJECT ENGINEER FOR THE PURPOSE OF VERIFYING THAT THE PROJECT HAS BEEN COMPLETED ACCORDING TO THE CONSTRUCTION PLANS AND THE TERMS AND CONDITIONS OF THE CONTRACT.

VERMONT NATIVE SEED MIX LIST

	Species	Application Rate	Area	Estimated Quantity
Vermont Conservation & Wildlife Mix	Virginia wild rye (<i>Elymus virginicus</i>), Red fescue (<i>Festuca rubra</i>), Little blue-stem (<i>Schizachyrium scoparium</i>), Big bluestem (<i>Andropogon gerardii</i>), Partridge pea (<i>Chamaecrista fasciculata</i>), Deertongue (<i>Panicum clandestinum</i>), Indiangrass (<i>Sorghastrum nutans</i>), Smooth oxeye (<i>Heliopsis helianthoides</i>), Milkweed (<i>Asclepias syriaca</i>), Blue vervain (<i>Verbena hastata</i>), Early goldenrod (<i>Solidago juncea</i>), New England aster (<i>Symphotrichum nova-angliae</i>), Joe-pye weed (<i>Eupatoriadelphus maculatus</i>)	20 Lbs. / Acre	0.2 Acres	4.0 Lbs.
Fast Growing Annuals	Winter Rye, Buckwheat, or Oats	Varies by species	0.4 Acres	Varies by species
Vermont Wet Meadow & Detention Basin Mix	Switchgrass (<i>Panicum virgatum</i>), Virginia wild rye (<i>Elymus virginicus</i>), Red fescue (<i>Festuca rubra</i>), Fox sedge (<i>Carex vulpinoidea</i>), Woolgrass (<i>Scirpus cyperinus</i>), Green bulrush (<i>Scirpus atrovirens</i>), Nodding bur-marigold (<i>Bidens cernua</i>), Boneset (<i>Eupatorium perfoliatum</i>), Joe-pye weed (<i>Eupatoriadelphus maculatus</i>), soft rush (<i>Juncus effusus</i>), Sensitive fern (<i>Onoclea sensibilis</i>), Blue vervain (<i>Verbena hastata</i>), New England aster (<i>Symphotrichum nova-angliae</i>)	35 Lbs. / Acre	0.4 Acres	14.0 Lbs.



MILONE & MACBROOM
 SLR
 NOW PART OF
 1 SOUTH MAIN STREET
 WATERBURY, VT 05676
 802.242.8333
 WWW.MILONEMAC.COM

DESCRIPTION	BY	DATE

FINAL DESIGN

STIN & FLOWERS
0272

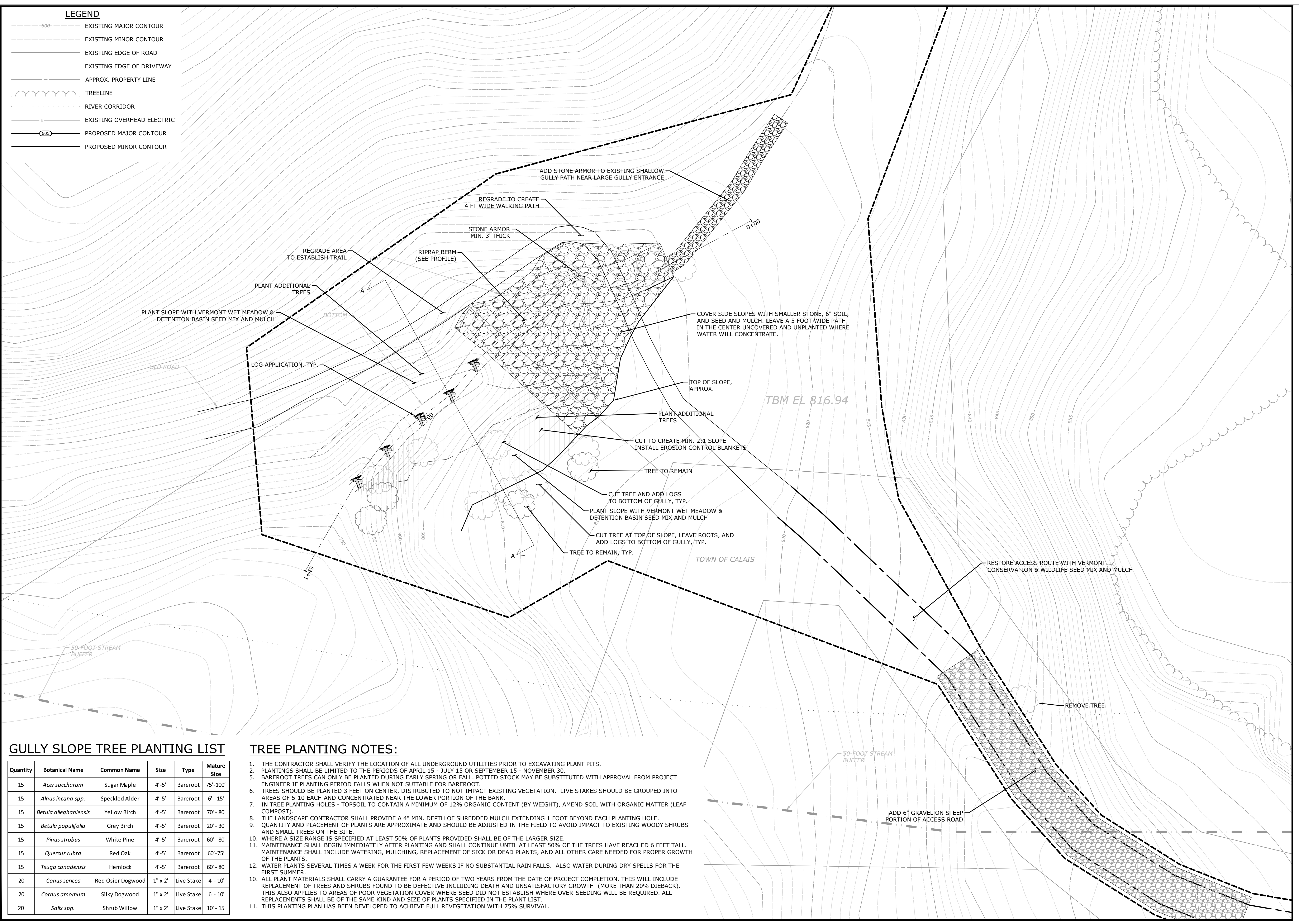
SITE PLAN - PROPOSED CONDITIONS I
 CALAIS STORMWATER MITIGATION
 FINAL DESIGNS - MOSCOW WOODS GULLY
 MOSCOW WOODS ROAD
 CALAIS, VERMONT

JCL	DJO	JCL
DESIGNED	DRAWN	CHECKED
SCALE: 1"=10'		
DATE: JULY 9, 2024		
PROJECT NO: 4069-11		
SHEET NO: 3 OF 7		
SHEET NAME: PR-1		

© 2024 MILONE & MACBROOM SLR. ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF MILONE & MACBROOM SLR. NO PART OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM MILONE & MACBROOM SLR.

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING EDGE OF ROAD
- EXISTING EDGE OF DRIVEWAY
- APPROX. PROPERTY LINE
- TREELINE
- RIVER CORRIDOR
- EXISTING OVERHEAD ELECTRIC
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

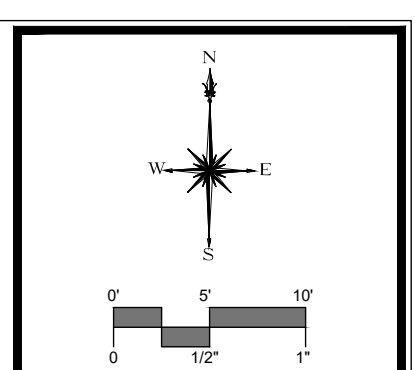


GULLY SLOPE TREE PLANTING LIST

Quantity	Botanical Name	Common Name	Size	Type	Mature Size
15	<i>Acer saccharum</i>	Sugar Maple	4'-5'	Bareroot	75'-100'
15	<i>Alnus incana</i> spp.	Speckled Alder	4'-5'	Bareroot	6' - 15'
15	<i>Betula alleghaniensis</i>	Yellow Birch	4'-5'	Bareroot	70' - 80'
15	<i>Betula populifolia</i>	Grey Birch	4'-5'	Bareroot	20' - 30'
15	<i>Pinus strobus</i>	White Pine	4'-5'	Bareroot	60' - 80'
15	<i>Quercus rubra</i>	Red Oak	4'-5'	Bareroot	60'-75'
15	<i>Tsuga canadensis</i>	Hemlock	4'-5'	Bareroot	60' - 80'
20	<i>Cornus sericea</i>	Red Osier Dogwood	1" x 2'	Live Stake	4' - 10'
20	<i>Cornus amomum</i>	Silky Dogwood	1" x 2'	Live Stake	6' - 10'
20	<i>Salix</i> spp.	Shrub Willow	1" x 2'	Live Stake	10' - 15'

TREE PLANTING NOTES:

- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATING PLANT PITS.
- PLANTINGS SHALL BE LIMITED TO THE PERIODS OF APRIL 15 - JULY 15 OR SEPTEMBER 15 - NOVEMBER 30.
- BAREROOT TREES CAN ONLY BE PLANTED DURING EARLY SPRING OR FALL. POTTED STOCK MAY BE SUBSTITUTED WITH APPROVAL FROM PROJECT ENGINEER IF PLANTING PERIOD FALLS WHEN NOT SUITABLE FOR BAREROOT.
- TREES SHOULD BE PLANTED 3 FEET ON CENTER, DISTRIBUTED TO NOT IMPACT EXISTING VEGETATION. LIVE STAKES SHOULD BE GROUPED INTO AREAS OF 5-10 EACH AND CONCENTRATED NEAR THE LOWER PORTION OF THE BANK.
- IN TREE PLANTING HOLES - TOPSOIL TO CONTAIN A MINIMUM OF 12% ORGANIC CONTENT (BY WEIGHT), AMEND SOIL WITH ORGANIC MATTER (LEAF COMPOST).
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A 4" MIN. DEPTH OF SHREDDED MULCH EXTENDING 1 FOOT BEYOND EACH PLANTING HOLE.
- QUANTITY AND PLACEMENT OF PLANTS ARE APPROXIMATE AND SHOULD BE ADJUSTED IN THE FIELD TO AVOID IMPACT TO EXISTING WOODY SHRUBS AND SMALL TREES ON THE SITE.
- WHERE A SIZE RANGE IS SPECIFIED AT LEAST 50% OF PLANTS PROVIDED SHALL BE OF THE LARGER SIZE.
- MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER PLANTING AND SHALL CONTINUE UNTIL AT LEAST 50% OF THE TREES HAVE REACHED 6 FEET TALL.
- MAINTENANCE SHALL INCLUDE WATERING, MULCHING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ALL OTHER CARE NEEDED FOR PROPER GROWTH OF THE PLANTS.
- WATER PLANTS SEVERAL TIMES A WEEK FOR THE FIRST FEW WEEKS IF NO SUBSTANTIAL RAIN FALLS. ALSO WATER DURING DRY SPELLS FOR THE FIRST SUMMER.
- ALL PLANT MATERIALS SHALL CARRY A GUARANTEE FOR A PERIOD OF TWO YEARS FROM THE DATE OF PROJECT COMPLETION. THIS WILL INCLUDE REPLACEMENT OF TREES AND SHRUBS FOUND TO BE DEFECTIVE INCLUDING DEATH AND UNSATISFACTORY GROWTH (MORE THAN 20% DIEBACK). THIS ALSO APPLIES TO AREAS OF POOR VEGETATION COVER WHERE SEED DID NOT ESTABLISH WHERE OVER-SEEDING WILL BE REQUIRED. ALL REPLACEMENTS SHALL BE OF THE SAME KIND AND SIZE OF PLANTS SPECIFIED IN THE PLANT LIST.
- THIS PLANTING PLAN HAS BEEN DEVELOPED TO ACHIEVE FULL REVEGETATION WITH 75% SURVIVAL.



MILONE & MACBROOM
 NOW PART OF **SLR**
 1 SOUTH MAIN STREET
 WATERBURY, VT 05676
 WWW.MILONEMAC.COM

DESCRIPTION	DATE	BY

FINAL DESIGN

SITE PLAN - PROPOSED CONDITIONS II
 CALAIS STORMWATER MITIGATION
 FINAL DESIGNS - MOSCOW WOODS GULLY
 MOSCOW WOODS ROAD
 CALAIS, VERMONT

JCL	DJO	JCL
DESIGNED	DRAWN	CHECKED
SCALE: 1"=10'		
DATE: JULY 9, 2024		
PROJECT NO. 4069-11		
SHEET NO. 4 OF 7		

PR-2

DATE PLOTTED: 11/15/2024 11:52:04 AM

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING EDGE OF ROAD
- EXISTING EDGE OF DRIVEWAY
- PROPERTY LINE
- EDGE OF WATER
- TREELINE
- RIVER CORRIDOR
- EXISTING OVERHEAD ELECTRIC
- EXISTING FENCE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

SEDIMENT AND EROSION CONTROL NOTES:

1. THE SEDIMENT AND EROSION CONTROL PRACTICES IMPLEMENTED AS PART OF THE PROJECT SHALL BE IMPLEMENTED AND MAINTAINED ACCORDING TO "THE LOW RISK SITE HANDBOOK FOR EROSION PROTECTION AND SEDIMENT CONTROL" GUIDANCE DOCUMENT FROM THE VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION, WHERE APPLICABLE IN CONSULTATION WITH PROJECT ENGINEER.
2. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
3. CLEARING OF VEGETATION FOR CONSTRUCTION ACCESS SHOULD BE MINIMIZED.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES. THE CONTRACTOR WILL VERIFY THE MAINTENANCE WEEKLY AND AFTER RAIN EVENTS AND REPORT TO THE PROJECT ENGINEER.
5. THE PROJECT ENGINEER IS TO BE NOTIFIED IMMEDIATELY IF EXCESSIVE SEDIMENT EROSION TAKES PLACE, IF SIGNIFICANT FINE GRAIN SEDIMENT IS ENCOUNTERED OR IF POTENTIALLY CONTAMINATED SEDIMENTS ARE ENCOUNTERED (OILY, DARK COLOR, CHEMICAL ODOR).
6. PLAN AND PERFORM WORK DURING LOW FLOW PERIODS.
7. WORK SHALL PROGRESS IN STAGES TO MINIMIZE EXPOSED AREAS AND DISTURBED EARTH. NO MORE THAN TWO (2) ACRES OF DISTURBED EARTH WILL BE ALLOWED AT ANY ONE TIME.
8. NO DISTURBED EARTH SHALL REMAIN EXPOSED FOR MORE THAN SEVEN (7) CONSECUTIVE DAYS WITHOUT APPLYING TEMPORARY OR PERMANENT STABILIZATION MEASURES.
9. EXPOSED AREAS SHALL BE SEEDED AND MULCHED OR PROTECTED WITH EROSION CONTROL MATTING WITHIN 48 HOURS OF ACHIEVING FINAL GRADE.
10. STOCKPILE AREAS TO BE ENCLOSED BY SILT FENCING.
11. THE SITE SHOULD BE KEPT CLEAN OF LOOSE DEBRIS, LITTLER, AND OTHER MATERIAL SUCH THAT NONE OF THESE MATERIAL ENTER WATERS OR WETLANDS.

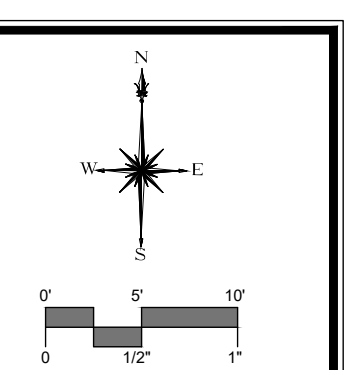
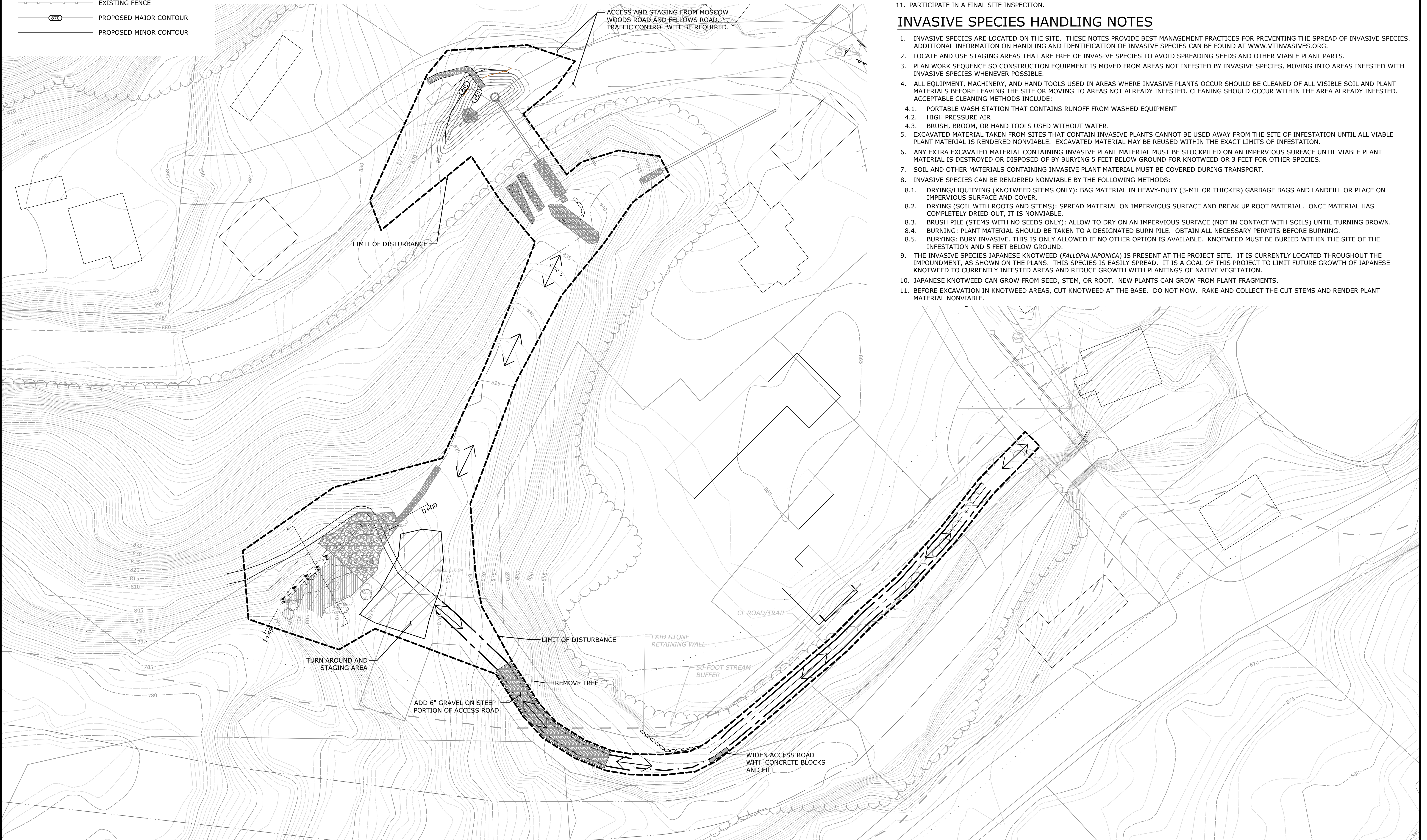
CONSTRUCTION SEQUENCE NOTES:

THIS PROPOSED SEQUENCE OF CONSTRUCTION IS PROVIDED FOR GENERAL INFORMATION ONLY. SEE PLANS FOR ADDITIONAL NOTES. THE OVERALL SEQUENCE OF CONSTRUCTION IS TO BE DETERMINED AND SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE PROJECT ENGINEER.

1. OBTAIN ANY NECESSARY WORK PERMITS AND SUBMIT SCHEDULES, PLANS AND PRODUCT INFORMATION, INCLUDING THE SEDIMENT AND EROSION CONTROL PLAN, CONSTRUCTION SEQUENCE, WATER CONTROL PLAN AND EMERGENCY OPERATION PLAN TO THE PROJECT ENGINEER FOR REVIEW SEVEN (7) DAYS PRIOR TO INITIATION OF CONSTRUCTION. INSTALL CONSTRUCTION WARNING SIGNS.
2. CONTRACTOR SHALL PARTICIPATE IN A PRE-CONSTRUCTION SITE MEETING WITH THE PROJECT ENGINEER, TOWN, AND OTHERS TO REVIEW PERMIT REQUIREMENTS, CONTRACT PROVISIONS AND SPECIFICATIONS, PROJECT LIMITS AND CONSTRUCTION DETAILS.
3. STAKE OUT LIMITS OF WORK AND INSTALL SEDIMENT AND EROSION CONTROLS AND SAFETY FENCING.
4. REMOVE KNOTWEED FROM FELLOWS RD SITE.
5. ESTABLISH CONSTRUCTION SITE ACCESS INCLUDING TEMPORARY IMPROVEMENTS AS NEEDED.
6. STAKE OUT PROJECT FEATURES SO THAT ALL WORK DURING CONSTRUCTION WILL MOVE TOWARDS THE DESIRED DIMENSIONS AS SHOWN ON THE PLANS. CONSTRUCTION LAYOUT TO BE APPROVED BY THE PROJECT ENGINEER.
7. COMPLETE WORK UPSTREAM OF GULLY INCLUDING FILTER BERM, SPLASH PAD, AND STABILIZATION OF EROSION.
8. COMPLETE FELLOWS ROAD WORK INCLUDING SETTLING BASIN, DRY WELL, AND CULVERT REPLACEMENT.
9. COMPLETE GULLY STABILIZATION WORK.
10. RESTORE REMAINDER OF SITE INCLUDING TEMPORARY CONSTRUCTION ACCESS, STOCKPILE AREAS, STAGING AREAS, AND ANY ADDITIONAL AREAS DISTURBED DURING CONSTRUCTION TO ORIGINAL OR IMPROVED CONDITION.
11. PARTICIPATE IN A FINAL SITE INSPECTION.

INVASIVE SPECIES HANDLING NOTES

1. INVASIVE SPECIES ARE LOCATED ON THE SITE. THESE NOTES PROVIDE BEST MANAGEMENT PRACTICES FOR PREVENTING THE SPREAD OF INVASIVE SPECIES. ADDITIONAL INFORMATION ON HANDLING AND IDENTIFICATION OF INVASIVE SPECIES CAN BE FOUND AT WWW.VTINVASIVES.ORG.
2. LOCATE AND USE STAGING AREAS THAT ARE FREE OF INVASIVE SPECIES TO AVOID SPREADING SEEDS AND OTHER VIABLE PLANT PARTS.
3. PLAN WORK SEQUENCE SO CONSTRUCTION EQUIPMENT IS MOVED FROM AREAS NOT INFESTED BY INVASIVE SPECIES, MOVING INTO AREAS INFESTED WITH INVASIVE SPECIES WHENEVER POSSIBLE.
4. ALL EQUIPMENT, MACHINERY, AND HAND TOOLS USED IN AREAS WHERE INVASIVE PLANTS OCCUR SHOULD BE CLEANED OF ALL VISIBLE SOIL AND PLANT MATERIALS BEFORE LEAVING THE SITE OR MOVING TO AREAS NOT ALREADY INFESTED. CLEANING SHOULD OCCUR WITHIN THE AREA ALREADY INFESTED. ACCEPTABLE CLEANING METHODS INCLUDE:
 - 4.1. PORTABLE WASH STATION THAT CONTAINS RUNOFF FROM WASHED EQUIPMENT
 - 4.2. HIGH PRESSURE AIR
 - 4.3. BRUSH, BROOM, OR HAND TOOLS USED WITHOUT WATER.
5. EXCAVATED MATERIAL TAKEN FROM SITES THAT CONTAIN INVASIVE PLANTS CANNOT BE USED AWAY FROM THE SITE OF INFESTATION UNTIL ALL VIABLE PLANT MATERIAL IS RENDERED NONVIABLE. EXCAVATED MATERIAL MAY BE REUSED WITHIN THE EXACT LIMITS OF INFESTATION.
6. ANY EXTRA EXCAVATED MATERIAL CONTAINING INVASIVE PLANT MATERIAL MUST BE STOCKPILED ON AN IMPERVIOUS SURFACE UNTIL VIABLE PLANT MATERIAL IS DESTROYED OR DISPOSED OF BY BURYING 5 FEET BELOW GROUND FOR KNOTWEED OR 3 FEET FOR OTHER SPECIES.
7. SOIL AND OTHER MATERIALS CONTAINING INVASIVE PLANT MATERIAL MUST BE COVERED DURING TRANSPORT.
8. INVASIVE SPECIES CAN BE RENDERED NONVIABLE BY THE FOLLOWING METHODS:
 - 8.1. DRYING/LIQUIFYING (KNOTWEED STEMS ONLY): BAG MATERIAL IN HEAVY-DUTY (3-MIL OR THICKER) GARBAGE BAGS AND LANDFILL OR PLACE ON IMPERVIOUS SURFACE AND COVER.
 - 8.2. DRYING (SOIL WITH ROOTS AND STEMS): SPREAD MATERIAL ON IMPERVIOUS SURFACE AND BREAK UP ROOT MATERIAL. ONCE MATERIAL HAS COMPLETELY DRIED OUT, IT IS NONVIABLE.
 - 8.3. BRUSH PILE (STEMS WITH NO SEEDS ONLY): ALLOW TO DRY ON AN IMPERVIOUS SURFACE (NOT IN CONTACT WITH SOILS) UNTIL TURNING BROWN.
 - 8.4. BURNING: PLANT MATERIAL SHOULD BE TAKEN TO A DESIGNATED BURN PILE. OBTAIN ALL NECESSARY PERMITS BEFORE BURNING.
 - 8.5. BURYING: BURY INVASIVE. THIS IS ONLY ALLOWED IF NO OTHER OPTION IS AVAILABLE. KNOTWEED MUST BE BURIED WITHIN THE SITE OF THE INFESTATION AND 5 FEET BELOW GROUND.
9. THE INVASIVE SPECIES JAPANESE KNOTWEED (*FALLOPIA JAPONICA*) IS PRESENT AT THE PROJECT SITE. IT IS CURRENTLY LOCATED THROUGHOUT THE IMPOUNDMENT, AS SHOWN ON THE PLANS. THIS SPECIES IS EASILY SPREAD. IT IS A GOAL OF THIS PROJECT TO LIMIT FUTURE GROWTH OF JAPANESE KNOTWEED TO CURRENTLY INFESTED AREAS AND REDUCE GROWTH WITH PLANTINGS OF NATIVE VEGETATION.
10. JAPANESE KNOTWEED CAN GROW FROM SEED, STEM, OR ROOT. NEW PLANTS CAN GROW FROM PLANT FRAGMENTS.
11. BEFORE EXCAVATION IN KNOTWEED AREAS, CUT KNOTWEED AT THE BASE. DO NOT MOW. RAKE AND COLLECT THE CUT STEMS AND RENDER PLANT MATERIAL NONVIABLE.

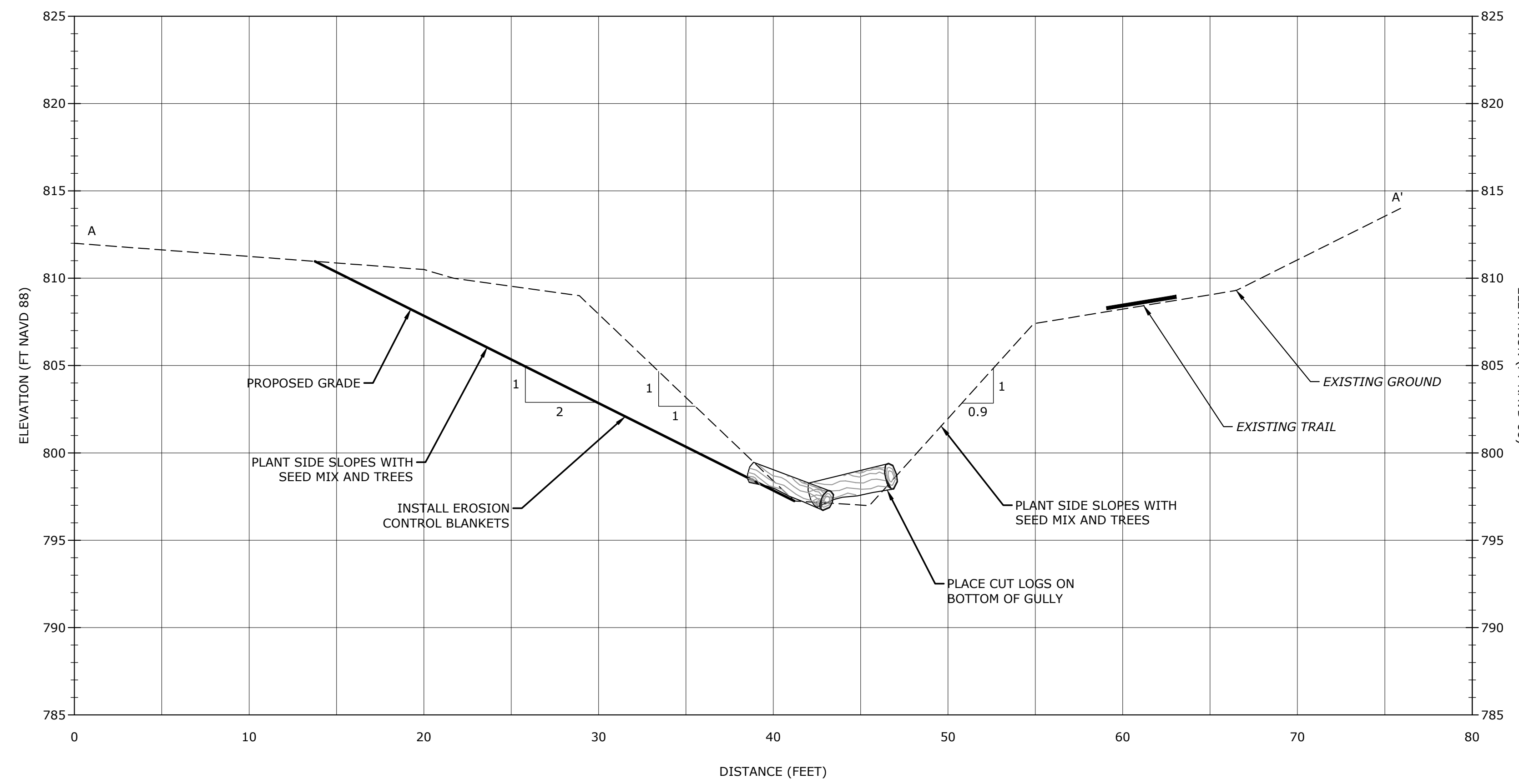


MILONE & MACBROOM SLR
 NOW PART OF
 1 SOUTH MAIN STREET
 WATERBURY, VT 05676
 802.882.8333
 WWW.MILONEMAC.COM

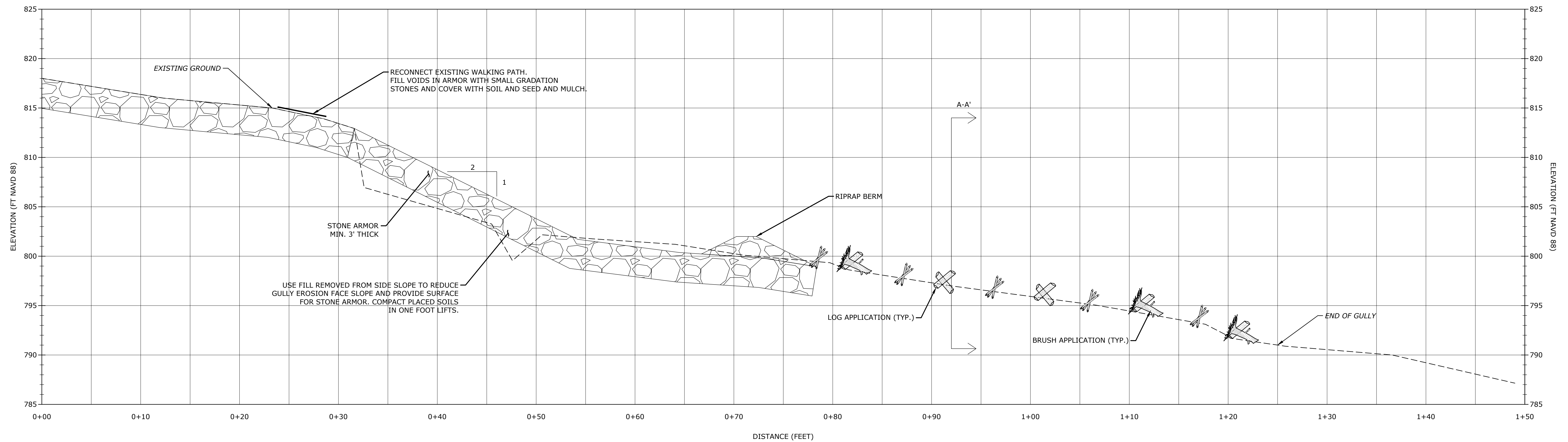
DESCRIPTION	DATE	BY
ADDED STREAM BUFFER	11/15/2024	DJO

CONSTRUCTION ACCESS
CALAIS STORMWATER MITIGATION
FINAL DESIGNS - MOSCOW WOODS GULLY
 MOSCOW WOODS ROAD
 CALAIS, VERMONT
FINAL DESIGN

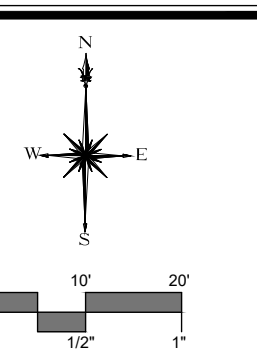
JCL	DJO	JCL
DESIGNED	DRAWN	CHECKED
SCALE: 1"=10'		
DATE: JULY 9, 2024		
PROJECT NO: 4069-11		
SHEET NO: 5 OF 7		
CON-1		
SHEET NAME		



GULLY SECTION, TYP.
SCALE: H: 1"=10', V: 1"=10'



GULLY PROFILE
SCALE: H: 1"=10', V: 1"=10'



DESCRIPTION	DATE	BY

FINAL DESIGN

GULLY CROSS-SECTION AND PROFILE
CALAIS STORMWATER MITIGATION
FINAL DESIGNS - MOSCOW WOODS GULLY
MOSCOW WOODS ROAD
CALAIS, VERMONT

JCL	DJO	JCL
DESIGNED	DRAWN	CHECKED

SCALE: 1"=10'

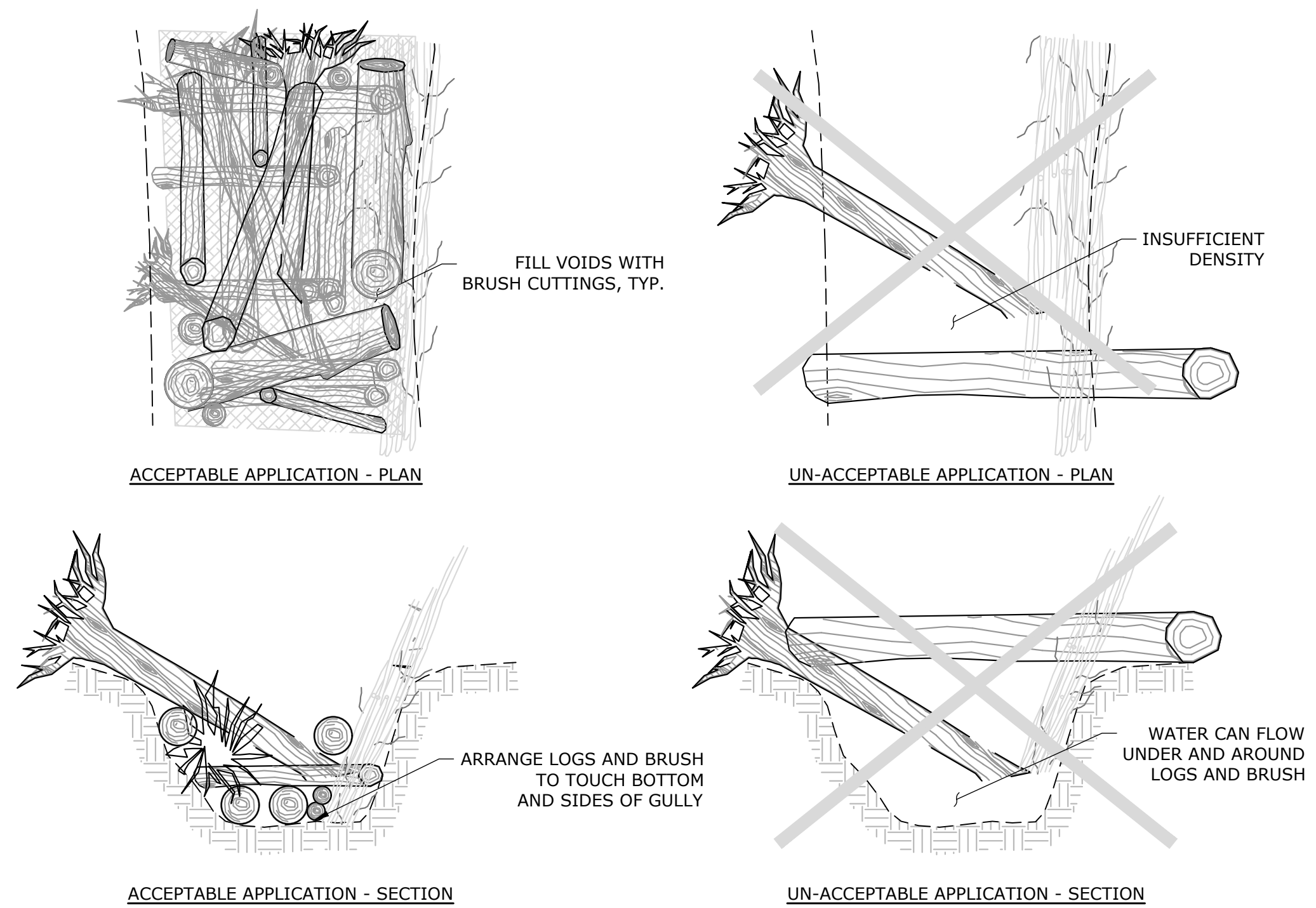
DATE: JULY 9, 2024

PROJECT NO. 4069-11

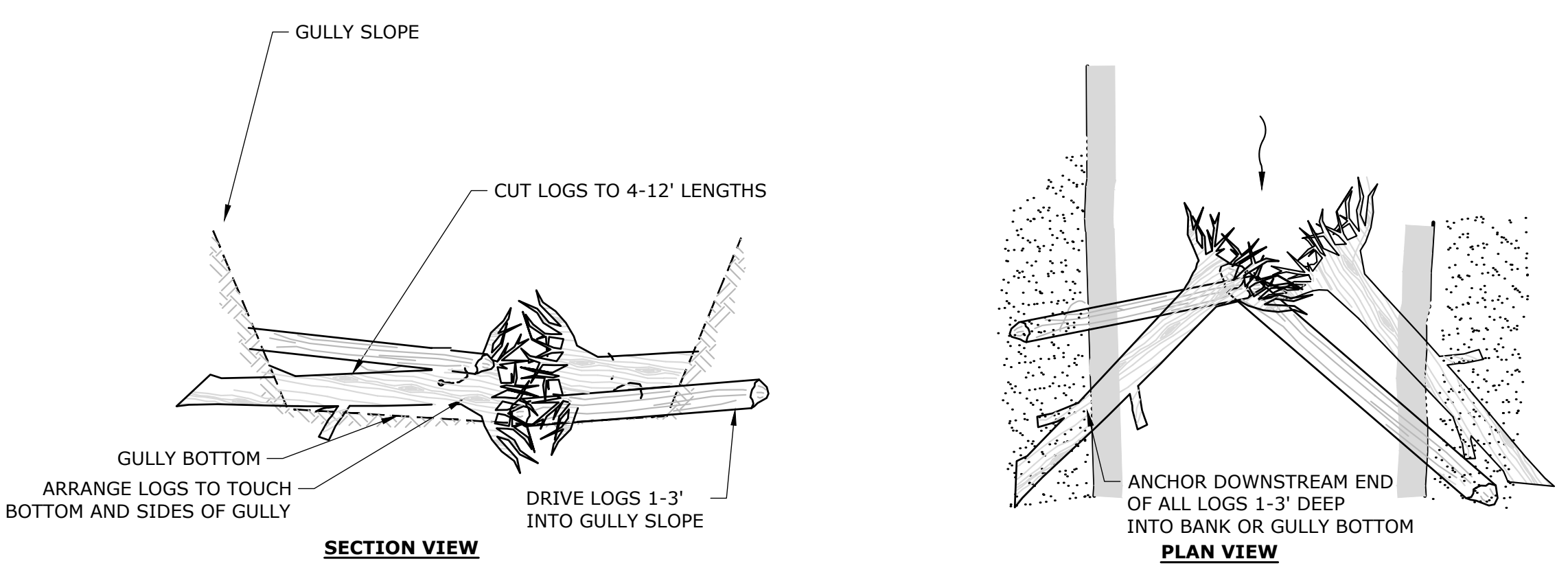
SHEET NO. 6 OF 7

PRO-1

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY.

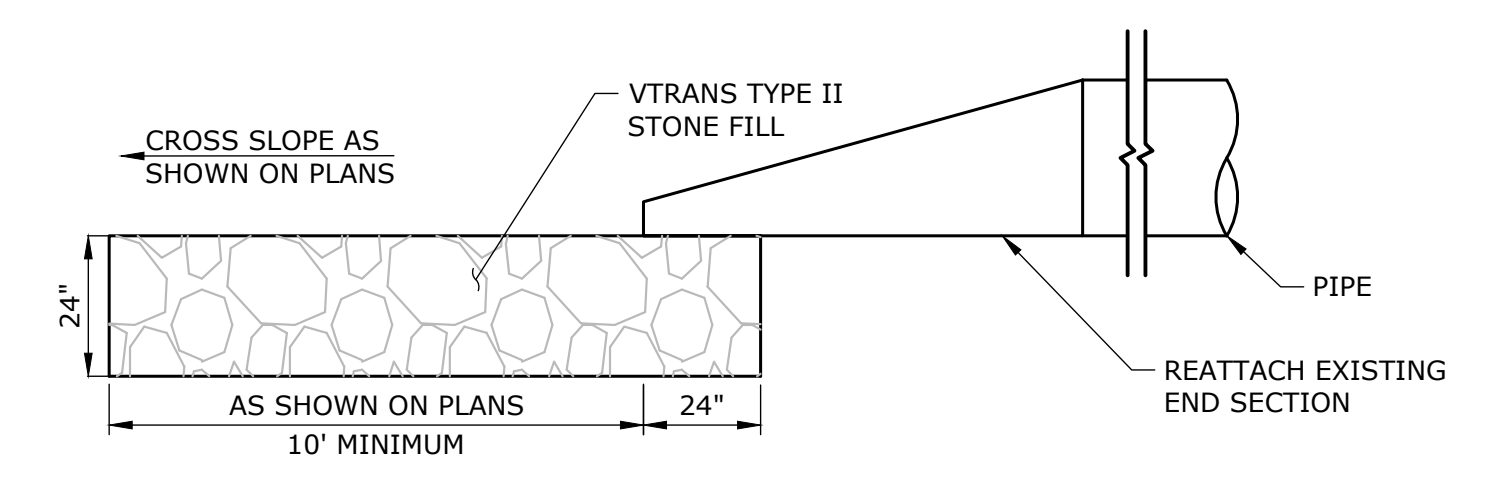
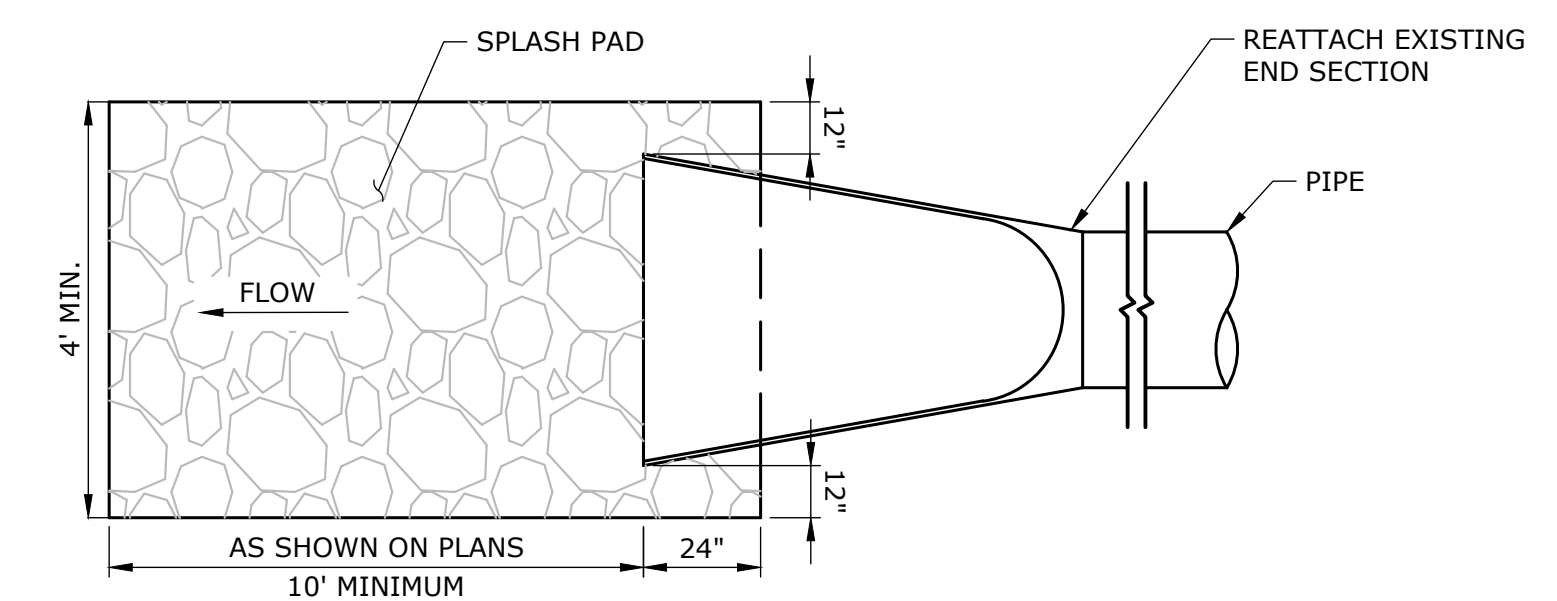


BRUSH AND SMALL LOG APPLICATION
 NOT TO SCALE

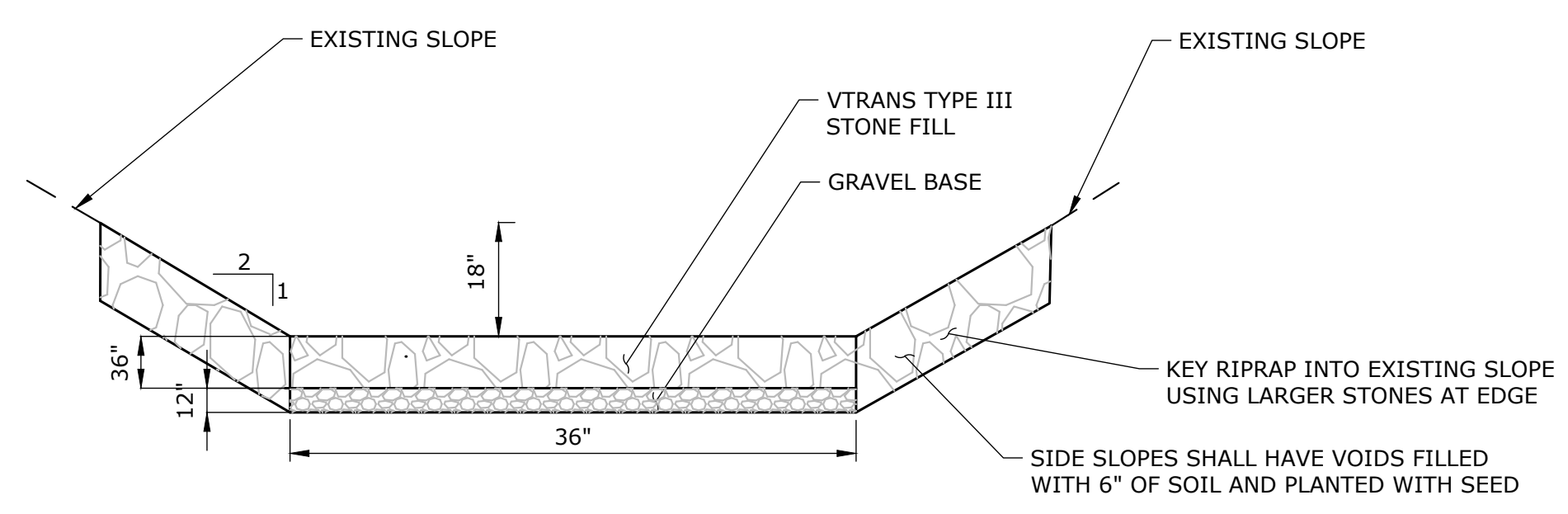


LOG APPLICATION
 NOT TO SCALE

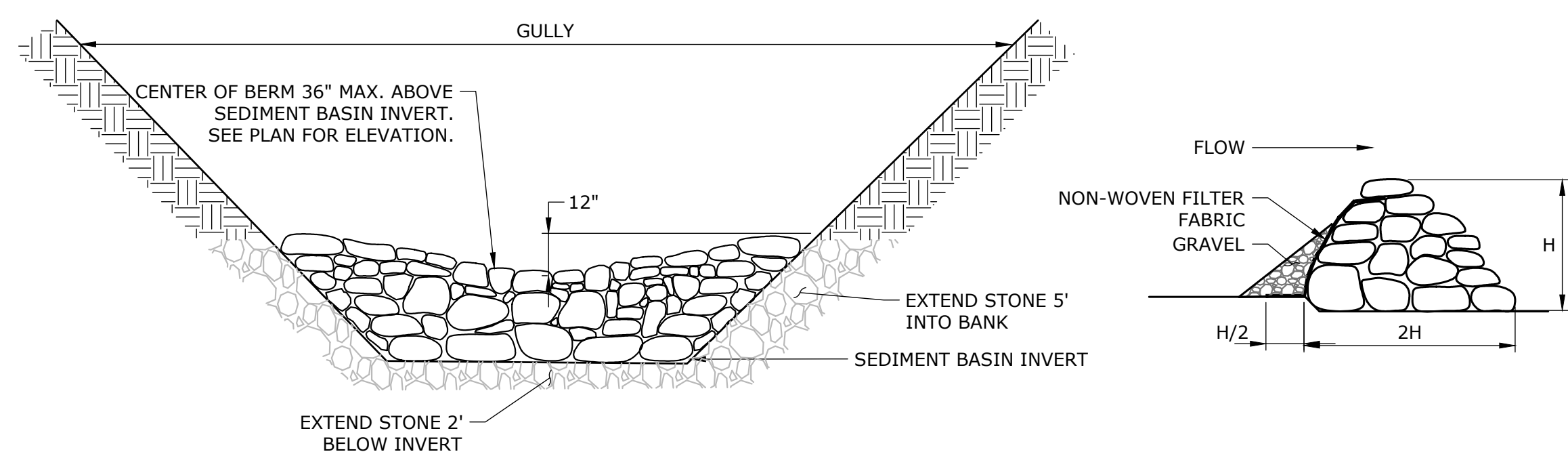
- NOTES:**
1. INSTALL SMALL LOGS AND BRUSH IN CHANNEL TO STOP EROSION, SLOW FLOW, AND CATCH SEDIMENT.
 2. CUT LOGS TO FIT AND FILL THE CHANNEL, EXPECTED LENGTH IS 4' TO 12' LONG. THIS WILL REQUIRE TURNING PIECES AND STACKING SO THAT INDIVIDUAL PIECES FIT DOWN INTO CHANNEL AND TOUCH THE BOTTOM.
 3. FILL VOIDS WITH BRUSH CUTTINGS.
 4. USE EXISTING DOWNED WOOD WHERE POSSIBLE.
 4. WHERE NEW CUT WOOD IS REQUIRED CONSULT WITH LANDOWNER AND FOREST MANAGEMENT PLAN.
 5. PLACE WHERE INDICATED ON PRO-1. EITHER AT EXISTING LOCATION OR WHERE ARROWS SHOW WOOD PLACEMENT.
 6. DISTURBANCE TO SWALE TO BE MINIMIZED DURING CONSTRUCTION ACCESS.



STONE SPLASH PAD
 NOT TO SCALE

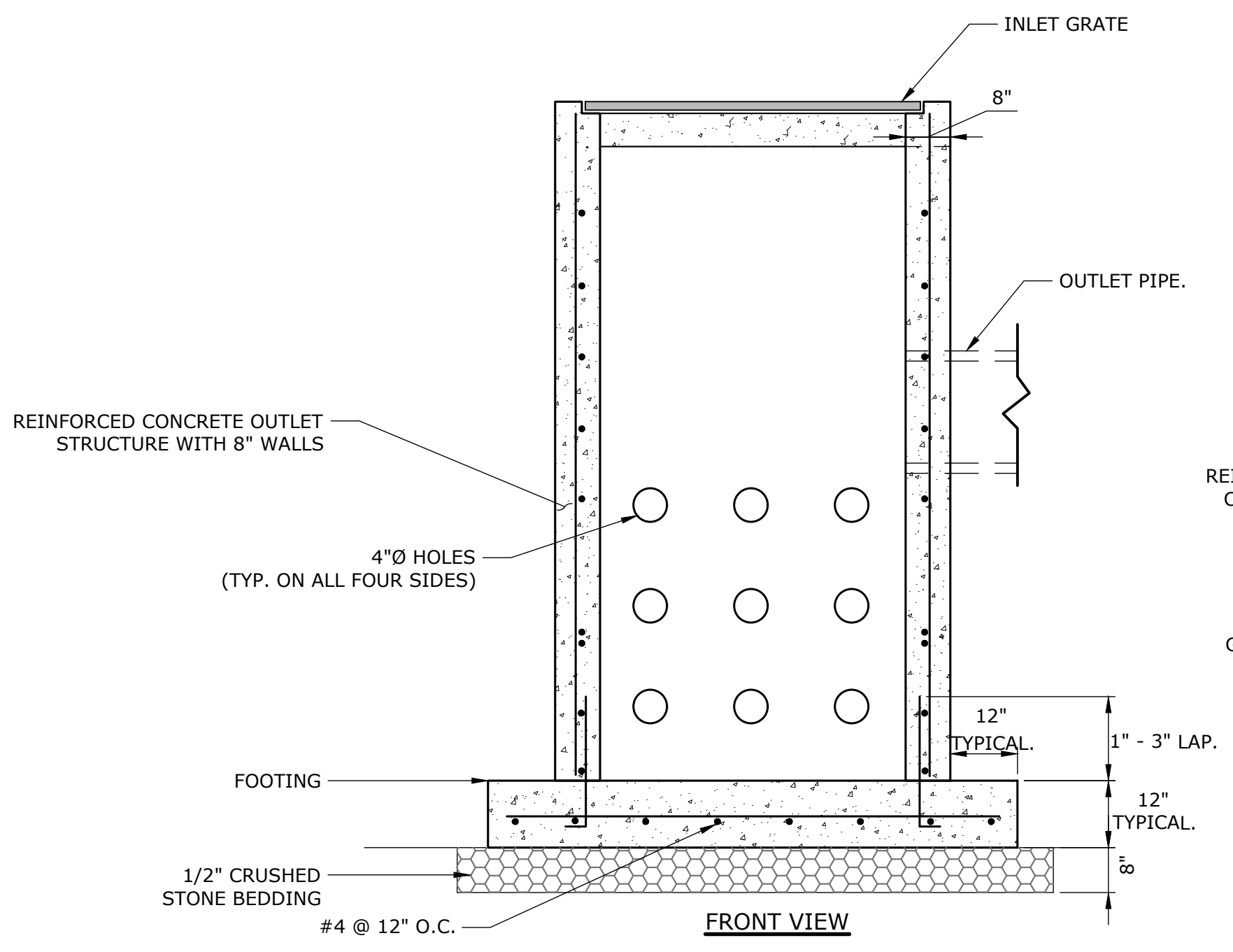


STONE ARMOR
 NOT TO SCALE

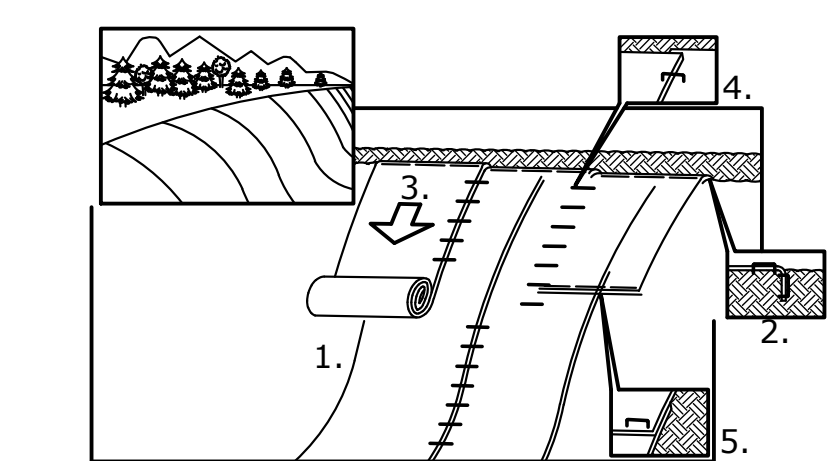
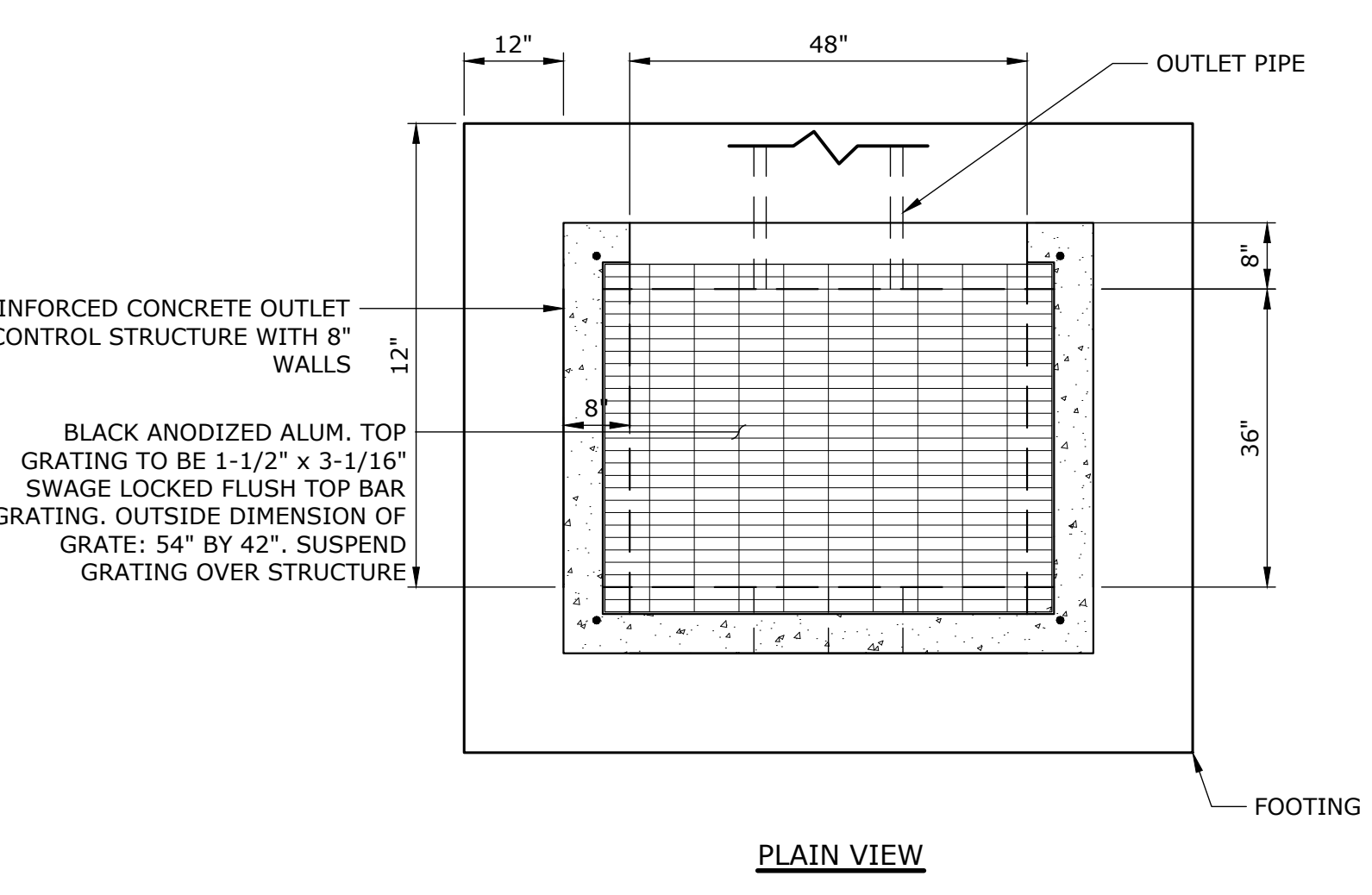


RIPRAP FILTER BERM
 NOT TO SCALE

- NOTES:**
1. VTRANS TYPE II STONE FILL
 2. CHOKE STONES TO FILL VOIDS BETWEEN STONES
 3. SIDE SLOPE MAXIMUM 1.5:1



DRY WELL OUTLET CONTROL STRUCTURE
 NOT TO SCALE



- NOTES:**
1. USE BIONET SHORT TERM BIODEGRADABLE EROSION CONTROL BLANKETS ITEM NUMBER S150BN, AS MANUFACTURED BY NORTH AMERICAN GREEN, 5401 ST. WENDEL-CYNTHIANA ROAD, POSEYVILLE, IN 47633, OR APPROVED EQUAL.
 2. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING SCC225, DO NOT SEED PREPARED AREA. SCC225 MUST BE INSTALLED WITH PAPER SIDE DOWN.
 3. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP BY 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
 4. ROLL THE BLANKETS DOWN THE SLOPE IN THE DIRECTION OF THE WATER FLOW.
 5. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
 6. WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 6" OVERLAP. STAPLE THROUGH OVERLAP AREA, APPROXIMATELY 12" APART.

APPLICATION OF EROSION CONTROL BLANKET ON SLOPES
 NOT TO SCALE

DESCRIPTION	DATE	BY

FINAL DESIGN

DETAILS
 CALAIS STORMWATER MITIGATION
 FINAL DESIGNS - MOSCOW WOODS GULLY
 MOSCOW WOODS ROAD
 CALAIS, VERMONT

JCL	DJO	JCL
DESIGNED	DRAWN	CHECKED
SCALE: VARIES		
DATE: JULY 9, 2024		
PROJECT NO.: 4069-11		
SHEET NO.: 7 OF 7		

DET-1

Attachment B

Permits

Town of Calais
Development Review Board
Zoning Permit Application for Variance and Conditional Use Approval
Findings and Decision

In re: Zoning Permit Application Appeal for Town of Calais
Permit Application No.: 2024-26

INTRODUCTION AND PROCEDURAL HISTORY

1. This proceeding involves a notice of appeal submitted by the Town of Calais (“Applicant”) for an appeal of an administrative officer decision under the Town of Calais Land Use and Development Regulations, as amended March 4, 2024 (the Zoning Bylaw).
2. Applicant seeks a permit for “No new construction. Improving existing drainage and stabilizing ground to reduce erosion.”
3. Applicant seeks the DRB’s approval of a request for conditional use because part of the work on the Moscow Woods Gully project, “includes minor work within the River Corridor Overlay district. Access will be along the existing Town ROW on a historic road. Improvements include surfacing of gravel and widening by 2-3 feet where narrow.”
4. The application was submitted August 14, 2024. The application was required to be denied by the Zoning Administrator. Appeal of the Decision of the Zoning Administrator was submitted August 14, 2024.
5. A notice of public hearing was posted pursuant to Bylaw 8.4(C) at the Calais Town Office, East Calais Post Office, Maple Corner Community Store, Adamant Co-op, and on the Calais Town website and Front Porch Forum.
6. A copy of the notice of public hearing was mailed to the following owners of properties adjoining the property subject to the appeal:
 - a. Calais Recreation Ass’n Inc, C/O Michele Bailey, East Calais, VT 05650
 - b. Anne Toolan, P.O. Box 26, E. Calais, VT 05650
 - c. Jeffrey Gallagher, P.O. Box 16, E. Calais, VT 05650
 - d. Norman & Diane Scolaro, 158 Moscow Woods Road, East Calais, VT 05650
 - e. David Austin & Sherry Fellows, P.O. Box 106, E. Calais, VT 05650

- f. John & Meigan Risse, 18 Oakland Road, Brookline, MA 02445
 - g. Dwinell Homestead Ass'n Inc., c/o Andrew Noyes, 2600 Kennedy Blvd #26, Jersey City, NJ 07306
 - h. Adam Mackay & Daniell Barclay, 17 Moscow Woods Road, E. Calais, VT 05650
 - i. Michael Ryan & Catherine McCarty, 805 Morgan Dr., Boulder, CO 80303.
7. The appeal was considered by the DRB at a public hearing conducted on September 11, 2024. The DRB reviewed the appeal under the Zoning Bylaw.
 8. At the hearing, the following members of the DRB were present.
 - a. Willa Farrell, Chair
 - b. Scott Bassage, Clerk
 - c. Cand Smith, Vice Chair
 - d. Rachel Seelig
 9. At the hearing, in addition to the DRB members, were Kari Bradley, Town Administrator for the Applicant; Jessica Louisos, Senior Water Resources Engineer at SLR Consulting; Brian Voigt, Program Manager, Central Vermont Regional Planning Commission; and Interest Persons Syver Rogstad, Anne Toolan, John Risse, and Megan Risse.
 10. At the hearing, all attendees were sworn in as witnesses.
 11. The Board took testimony from the applicant, Ms. Louisos, the project's lead engineer, Mr. Voigt, Mr. Rogstad, Ms. Toolan, and Mr. Risse.
 12. At the conclusion of the hearing, the record was closed.
 13. The testimony of the applicant and the interested persons is contained in the minutes of the DRB meetings and is incorporated by reference into this decision.

FINDINGS

Based on the application materials and testimony the DRB makes the following findings:

1. The applicant appeals a decision of the Zoning Administrator dated August 14, 2024, referring the application to the DRB for conditional use approval for development in the form of adding gravel fill to Grist Mill Road.
2. Grist Mill Road is an ancient road and is accurately described as a path.

3. The DRB takes judicial notice of the Selectboard's December 8, 2014, Road Discontinuance Hearing at which the road was retained.
4. The subject property is a town right of way and does not have a SPAN, and runs through or requires agreement of the Calais Recreation Association, Inc. (SPAN 120-037-10125), David Austin & Sherry Fellows (SPAN 120-037-10272), John & Meigan Risse (SPAN 120-037-10088), and Dwinell Homestead Association, Inc. (SPAN 120-037-10248).
5. The property is in a Village District (VIL) (Table 2.1), and within the River Corridor Overlay (RCO) (Table 2.7) described in the Town of Calais Zoning District Map on record at the Town of Calais office and in section 2.1 of the Zoning Bylaw.
6. The Moscow Woods Gully project is part of Calais's townwide stormwater master planning effort.
7. The project will receive Department of Environmental Conservation funds.
8. The Kingsbury Branch has developed a large gully through erosion because water funnels off the whole upper hill, as well as down Batten Road and Fellows Road, and then gets stuck in the eroding ditch.
9. While the gully is of concern, otherwise the Kingsbury Branch channel is very stable compared to most other streams.
10. Because of the location of the river, and height above the channel, none of the project falls within the Flood Hazard Overlay (FHO).
11. The project will have no impact on flooding or flood storage.
12. The Moscow Woods Gully project consists of other components that are not within the scope of this Conditional Use Request.
13. To treat the erosion in the gully, the town will add rip rap on the trail, create a transition from dirt to the forest area, perform grading, remove living trees and place logs into the slow water to catch sediment to keep erosion from continuing.
14. Part of Grist Mill Road, which goes down to the gully, is within the RCO. The project will involve addition of fill, which will improve the surface of the existing road so equipment and people can get to the gully.
15. The fill will be permanent.
16. There may be need for maintenance of the improvements so Grist Mill Road will need to continue to provide access to the gully after completion of the project.

17. The work on the part of Grist Mill Road that is most narrow includes a beautiful, historic stone wall which will be protected, and the path reinforced with concrete blocks or gravel.
18. The RCO exists so that there is space for the river to move around.
19. The improvements proposed within the RCO will further this purpose.
20. The project will reduce current and future erosion damage.
21. The project does not involve any new structure and no development other than the addition of fill.
22. The project will involve some moving around of material, but no extraction or quarrying.
23. The project will have minimal impact on town services, such as road crew clearing out a culvert or checking that the rip rap and logs placed in the water are performing as intended.
24. The project will maintain the character of the area by addressing an erosion problem.
25. The project will improve the area by making the river more accessible for pedestrians and allow for reconnecting a snowmobile trail across the rock that will be placed.
26. The project will have no impact on traffic because Grist Mill Road will not be opened to regular traffic.
27. The project will have no foreseeable negative impact on nearby landowner's use of renewal energy resources. It may allow use of the falls for energy at some point.
28. The project will not require any landscaping or screening because no new structure will be added.
29. The Applicant has submitted a construction stormwater permit which is under review by the State of Vermont.
30. The project may begin in 2024, but more likely will take place in 2025.
31. Mr. Rogstad maintains part of Grist Mill Road, the grassy area, by mowing it periodically.
32. Project completion includes restoration of the grassy area and approval of that restoration work by Ms. Louisos and a representative of the town.
33. Maintenance work may also disrupt the grassy area in the future and will also require restoration.
34. There is an American chestnut in the area which should not be removed.

The appeal required review under the following sections of the Zoning Bylaw:

- a. Article 5.2 Development Review Application
- b. Article 3 Requirements and Standards that Apply to All Zoning Permits,
- c. Article 2, Section 2.2 Zoning District Standards, Table 2.1 Village District, Table 2.7 Flood Hazard and River Corridor River Corridor Overlay Districts, and
- d. Article 5.3 Conditional Use Review.

CONCLUSIONS OF LAW

Article 5, Section 5.2

1. The requirements of Section 5.2, Development Review Application are satisfied. Applicant provided the necessary application and general location map.

Article 3

2. The proposed development does not implicate Sections 3.2 (not an issue of access to a non-frontage lot), 3.3 (no change of use), 3.4 (no damaged structure), 3.5 (no structure to which height requirements apply), 3.6 (no change in parcel), 3.7 (not a nonconforming small lot), 3.8 (no nonconforming use or structure), 3.9 (no outdoor storage tanks), 3.10 (no parking), or 3.11 (no signage), 3.13 (no driveway), 3.16 (no mixed use), or 3.17 (no housing).
3. The requirement of Article 3.12(A) to protect significant natural features is the purpose of the project by mitigating the erosion problem that has created the large gully. The ancient road will not be moved but will be improved with fill and stabilized with concrete blocks or gravel so that the work that preserves the natural feature can be accomplished. Moreover, the entire project, including the portion under review, is designed to minimize and mitigate the effects of stormwater runoff that have caused the large gully.
4. The requirement of Article 3.12(b) applies because there is a historic feature, a stone wall, at the narrow point of Grist Mill Road which could be

negatively impacted if care is not taken to preserve it. The project as proposed will preserve the stone wall, so this requirement is satisfied.

5. The requirement for surface water protection of Article 3.14 is satisfied because the project will improve water quality by reducing the amount of sediment entering and moving through the Kingsbury Branch, and will protect the channel's stability, though it is already a very stable channel. The project is designed to mitigate the existing erosion.
6. Clearing, filling, and grading is permitted as an exception to the 35' buffer requirements for this project because it is an erosion, sediment control, and stormwater management project, as is the case here.
7. The applicant is or will be exempt from requirement of Article 3.15 for erosion and sediment control and stormwater management if or when it receives a state Construction Stormwater Permit.

Article 2, Section 2.2 and Tables 2.1 and 2.7

8. The current and planned use of the parcel, as a right of way, requires neither a zoning permit from the zoning administrator, nor conditional use approval in the Village District (Table 2.1).
9. This project is not within the FHO.
10. The purposes of the RCO include (1) preventing and minimizing loss of life and property, disruption of commerce, reduction in tax base, and considerable public expenditures and demands on public services; (2) minimizing potential damage to existing structures in the overlay from erosion; (3) managing land use to provide rivers and streams with lateral space necessary to minimize fluvial erosion hazards through natural, physical processes, (4) ensuring development minimizes or eliminates potential for fluvial erosion; and (5) managing land in accordance with state and federal regulations.
11. The project, which is an erosion control and stormwater management project, achieves each of these purposes because it will stabilize the gully caused by erosion, will not impact the river's space to move, and will be completed in accordance with state and federal law and regulations.
12. Grading is a conditional use in the River Corridor Overlay (RCO) (Table 2.7(F)), while fill or grading with mitigation resulting in no net loss of flood

storage is a conditional use in the Flood Hazard Overlay (FHO) (Table 2.7(D)).

Article 5, Section 5.3

13. The following findings are made regarding the required and discretionary conditional use standards:

- a. The project will be minimal in its impact on existing community facilities or services. It may require some annual maintenance by the town, but this maintenance is likely to be less than addressing damage caused by stormwater without the project's implementation.
- b. The development is consistent with the character of the neighborhood which is a village district with structures on either side of the Kingsbury Branch.
- c. The potential impact of traffic generated by the development is limited to the period of conducting the project when there may be a slight increase in traffic on the public road and the right of way. Once the project is complete, the ongoing use of the ancient road by pedestrians, and the opportunity to reconnect a snowmobile trail across the rocks that will be placed may have a minimal impact on traffic.
- d. As discussed elsewhere in this decision, the development is required to be completed in compliance with all other bylaws and ordinances in effect.
- e. The development is not expected to interfere with the sustainable use of renewable energy resources, as it is not likely to impact neighboring property owners' access to such resources and may enable their future availability.
- f. No health or environmental considerations were identified that could arise from the development that require conditions under the discretionary health and environmental standard.
- g. No access or circulation concerns were identified that require conditions under the discretionary access and circulation standard.
- h. No landscaping or screening conditions were identified as necessary conditions for the project because no structure will be developed.

- i. As described below, this permit is granted with the condition to comply with all requirements and conditions imposed by a state Construction Stormwater Permit.

DECISION

The application for variance for expansion in the vegetative buffer of the SHROD is GRANTED, and conditional use permit for squaring off and vertical expansion in the SHROD is GRANTED with the following conditions:

1. Applicant shall not proceed with the project unless it receives a state Construction Stormwater Permit. If such permit is denied, Applicant must return to the Development Review Board for consideration of the application of Article 3.15.
2. Applicant, as required for its maintenance plan, shall obtain the signatures of the abutting landowners as necessary for implementation of the plan.
3. Applicant shall determine whether the American Chestnut identified by Interested Person John Risse is within the River Corridor, and, if so, shall preserve the tree as a significant natural resource. If it is outside the River Corridor, Applicant is strongly encouraged to preserve the tree.

Voting to approve: Scott Bassage, Willa Farrell, Rachel Seelig, Candi Smith

Voting to deny: none

Motion passed: 4 – 0

Abstentions: none

Dated at Calais, Vermont, this 20th day of September, 2024.



Willa Farrell, Chair

Attachment C

Grant Requirements

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED DECEMBER 7, 2023**

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

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 (“Confidentiality and Protection of State Information”); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) (“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 use the State’s logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
- 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 \$1,000, 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 G: EPA General Terms and Conditions
applicable to Sub-Recipients
Effective October 1, 2019

1. Introduction

- (a) 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, and restrictions reflected on the official assistance award document. Please note that EPA updated these terms and conditions to include coverage effective August 13, 2020 prohibiting the use of EPA funds to purchase certain telecommunications services or products (General Term and Condition #6) and amending the termination bases available for EPA assistance agreements (General Term and Condition #3). 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.
- (b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

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 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 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

- 2.1. 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. Termination (Effective 8/13/2020)

Consistent with 2 CFR 200.340, EPA may unilaterally terminate this award in whole or in part:

a. if a recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or

b. if the award no longer effectuates the program goals or agency priorities.

Situations in which EPA may terminate an award under this provision include when:

(i) EPA obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and EPA determines that it is in the government's interest to terminate the award;

(ii) EPA obtains evidence that was not considered in making the award that causes EPA to significantly question the feasibility of the intended objective(s) of the award and EPA determines that it is in the government's interest to terminate the award;

(iii) EPA determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.

Selected Items of Cost

4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management](#) exclusion list.

5. 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.

6. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

7. Federal Employee Costs

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

8. Foreign Travel

EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the

U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g. for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

9. ***The Fly America Act and Foreign Travel***

The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

Reporting and Additional Post-Award Requirements

10. Central Contractor Registration/System for Award Management and Universal Identifier Requirements

- 10.1. **Requirement for System for Award Management (SAM)** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest level owner and subsidiaries, as well as on all the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.
- a. **Requirement for Unique Entity Identifier.** If the recipient is authorized to make subawards under this award, the recipient:
 - b. Must notify potential subrecipients that no entity (see definition in paragraph 13.3 of this award term) may receive a subaward unless the entity has provided its Unique Entity Identifier.
 - c. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.
- 10.2. **Definitions.** For the purposes of this award term:
- a. **System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site: <https://www.sam.gov/SAM/>.
 - b. **Unique Entity Identifier** means the identifier assigned by SAM to uniquely identify business entities.
 - c. **Entity** includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following:
 - 10.3.c.1. Governmental organization, which is a State, local government, or Indian tribe;
 - 10.3.c.2. A foreign public entity;
 - 10.3.c.3. A domestic or foreign nonprofit organization;

- 10.3.c.4. A domestic or foreign for-profit organization; and
- 10.3.c.5. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.

d. **Subaward:**

10.3.d.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

10.3.d.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

10.3.d.3. A subaward may be provided through any legal agreement, including an agreement that the recipient considers a contract.

e. **Subrecipient** means an entity that:

10.3.e.1. Receives a subaward from the recipient under this award; and

10.3.e.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

10.3. Exemptions

- a. If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:

10.4.a.1. (i) subawards, and (ii) the total compensation of the five most highly compensated executives of any subrecipient.

10.4. Definitions. For purposes of this award term:

- a. Entity means all of the following, as defined in 2 CFR Part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; (iv.) A domestic or foreign for-profit organization; (v.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

- b. **Executive** means officers, managing partners, or any other employees in management positions.

c. **Subaward:**

10.5.d.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

10.5.d.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

10.5.d.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

d. **Subrecipient** means a non-Federal entity or Federal agency that:

10.5.e.1. Receives a subaward from the recipient under this award; and

10.5.e.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

- e. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information

see 17 CFR 229.402(c)(2)):

- 10.5.f.1. Salary and bonus.
- 10.5.f.2. Awards of stock, stock options and stock appreciation rights.
Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 10.5.f.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 10.5.f.4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 10.5.f.5. Above-market earnings on deferred compensation which is not tax-qualified.
- 10.5.f.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

11. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A "corporation" is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has 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, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has 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 it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The Recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on a tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR 200.339 and 2 CFR 200.340, and may also pursue suspension and debarment.

12. Disclosing Conflict of Interests

12.1. For awards to Non-federal entities and individuals (other than states and fellowship recipients under 40 CFR Part 46).

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

12.2. For awards to states including state universities that are state agencies or instrumentalities

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at:

<https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy> . The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.74. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request

payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of a potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

Programmatic General Terms and Conditions

13. Sufficient Progress

EPA 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. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

14. Copyrighted Material and Data

In accordance with [2 CFR 200.315](#), EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

15. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the

invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <https://www.nist.gov/iedison>. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <https://www.nist.gov/iedison>. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

16. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: <https://www.nsf.gov/awards/managing/rtrc.jsp>. A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

17. 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 <https://www.access-board.gov/about/policy/accessibility.html>).

18. **Human Subjects**

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA. The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

19. **Animal Subjects**

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131- 2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at <https://olaw.nih.gov/policies-laws/phs-policy.htm>. For additional

information about the Principles, the recipient should consult the [Guide for the Care and Use of Laboratory Animals](#), prepared by the Institute of Laboratory Animal Resources, National Research Council.

20. *Light Refreshments and/or Meals*

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where

alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

21. **Tangible Personal Property**

35.1 Reporting Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

Public Policy Requirements

22. **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) Certifications and Representations in Sam.gov 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 federal and EPA regulations.

a. **Statutory Requirements**

- i. In carrying out this agreement, the recipient must comply with:
 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.
 2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- ii. If the recipient is an education program or activity (e.g., school, college or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:
 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. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and <https://www.justice.gov/crt/title-ix>
- iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

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.

b. Regulatory Requirements

- i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 1. For Title IX obligations, 40 C.F.R. Part 5; and
 2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
 3. For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
 4. 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.

c. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- i. 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: <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>
- ii. 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: <https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf>
- iii. 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.

23. 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 www.ecfr.gov/.

24. 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 <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

25. Lobbying Restrictions

a) This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:

- i) The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii) The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii) In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv) Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v) By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of

1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

b) *Applicable to assistance agreements when the amount of the award is over \$100,000:*

- i) By accepting this award, the recipient certifies, to the best of its knowledge and belief, that:
 - (1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked [Standard Form -- LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.
 - (3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

26. *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 200.323, 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.

27. *Trafficking in Persons*

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

- i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity—
 1. Is determined to have violated a prohibition in paragraph a of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. 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 Part 1532.

b. **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—

- i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either—
 1. Associated with performance under this award; or
 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 Part 1532.

c. Provisions applicable to any recipient.

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

d. Definitions. For purposes of this award term:

- i. "Employee" means either:
 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 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.
- ii. "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.
- iii. "Private entity":
 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.
 2. Includes:
 - a. 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).
 - b. A for-profit organization.
- iv. "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).

**ATTACHMENT H: Vermont DEC Lake Champlain Basin
Program
(ENVIRONMENTAL PROTECTION AGENCY)
Award Year 2020**

Programmatic Conditions Applicable to Subrecipients

A. State Grant

Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

B. Information Collection

EPA and the recipient agree to comply with the requirements of the Paperwork Reduction Act in completing the project. If the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.), requires EPA to obtain Office of Management and Budget (OMB) clearance prior to the

recipient's collection of information by means of identical questions posed to 10 or more persons.

The recipient will provide to the EPA Project Officer the following information before information applicable to the requirement is pursued: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

c. Copyright

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of: a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

A. Geospatial Data

Data produced under this project will adhere to the requirements of EPA's National Geospatial Data Policy (NGDP) (see http://www.epa.gov/esd/gqc/pdf/epa_natl_geo_data_policy.pdf). This Policy applies to all EPA organizations, grantees, agents working on behalf of EPA, and partner states of EPA who design, develop directly or indirectly, compile, operate, or maintain EPA information collections developed for environmental program support. Refer to this policy for details on requirements for quality assurance project plans (QAPPs), geospatial data accuracy and geospatial metadata. Specifically, the grantee must provide documentation for all produced data, including source information for each digital data layer (i.e., scale and accuracy, map projection, coordinate system, etc.), and specific information about the data layer itself (i.e., method used, geographic extent of data layer, file format, date of creation, staff contact, description and definition of data fields and their contents, related files, if any, and description of data quality and quality assurance methods used). The EPA Metadata Editor (EME) was developed to simplify and standardize metadata development and is a recommended tool for streamlining production of the required metadata. The EME and related training materials can be

downloaded from <http://www.epa.gov/geospatial/eme.html>. Specific technical guidance on geospatial deliverables and acceptable formats can be found at <http://www.epa.gov/region02/gis/r2gisdeliverables.html>.

B. Report Acknowledgement

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Attachment D

Bid Sheet

BID SHEET

East Calais Post Office & Moscow Woods Road Gully

East Calais, Vermont

November 6, 2024

Company: _____ Contact: _____ DBE or WBE? _____

Address: _____

Phone: _____ Email: _____

Reference 1: _____ Name / Organization: _____ Contact: _____

Reference 2: _____ Name / Organization: _____ Contact: _____

Planned Project Start Date: _____ Planned Project Completion Date: _____

Bid Item	Typical Tasks	Unit	Quantity	Item Cost (\$)
A. MOBILIZATION	Job site setup, construction fencing, site preparation, erosion and sedimentation control measures, construction signage and traffic control, access improvements, and construction staking and layout.	Lump Sum	1	
B. POST OFFICE PRETREATMENT AND DRAINAGE SYSTEM	Furnish and install storm drainage structures including storm manhole, catch basins, and pretreatment separator unit. Includes excavation and haul of excess materials, stone base material, and backfill to grade with suitable material. Furnish and install storm drainage piping and insulation of nearby water main. Includes swale improvements including shaping, stone lining, stone splash pad, check dams. Includes removal and disposal of driveway culvert and pavement to be removed.	Lump Sum	1	
C. POST OFFICE UNDERGROUND TREATMENT	Furnish and install underground retention system units and associated materials. Includes excavation and haul of excess materials, stone base material, and back fill to grade with suitable material.	Lump Sum	1	
D. FELLOWS ROAD AREA IMPROVEMENTS	Furnish and install storm drainage structure. Includes excavation and haul of excess materials, stone base material, and backfill to grade with suitable material. Furnish and install storm drainage piping and splash pads. Place stone on slope and as rock filter berm for erosion stabilization. Includes swale improvements including shaping, stone lining, and check dams. Excavation and haul of excess material and shaping to create settling basin. Includes removal of invasive species.	Lump Sum	1	
E. GULLY AREA IMPROVEMENTS	Excavation and haul of excess materials to create slopes and place armor. Furnish and install stone armor and riprap berm. Cut and place trees in gully. Grade path connection.	Lump Sum	1	
F. SITE RECOVERY / DEMOBILIZATION	Restore and stabilize all surfaces including gravel parking lot, paved pads, paved areas, and topsoil, seeding, and mulching in planted areas. Provide and plant trees and complete tree maintenance. Removal of construction debris and garbage and return site to pre-construction condition, removal of all equipment and unused materials from the site.	Lump Sum	1	
TOTAL BID (WRITTEN IN WORD AND NUMBER FORMAT)				