

South Hero New Town Hall Building Committee Meeting Minutes

Meeting Date: Tuesday, June 25, 2024

Meeting Time: 6:00 PM

Location: Town Office Conference Room, 333 US Route 2, South Hero, VT
OR Zoom Meeting ID: 814 1959 0978, Passcode: 660440

Committee Members Present:

- Kathleen Swanson, Chair
- Phil Scott, Vice Chair
- Nate Hayward, Secretary
- Anne Zolotas
- Jill Lowrey
- Matt Reed

Committee Members Absent:

- Ross Brown

Members of the Public Present:

Cindy Spence, Steve Robinson, Amy Kittiver, and Tony Kay

I. Introductions

The meeting began with introductions of all committee members and public present.

II. Review and Approval of Agenda

The agenda was reviewed and approved without any changes.

III. Review and Approval of Prior Meeting Minutes (June 11, 2024)

The committee reviewed and approved the minutes from June 11, 2024.

IV. Focus on Final Two Potential Sites

- **Public Presentation:**
 - Leslie Carter, landscape architect with Reed Hilderbrand, presented conceptual landscape plans of the two final potential town hall sites (329-333 US Route 2 and 318-320 US Route 2). **See attached exhibit.**
 - Anne Zolotas inquired about the costs of trees.
 - The committee presented the site attributes list and associated exhibits. **See attached exhibit.**
 - Amy Kittiver inquired about the disposition of the existing town office building in the event the new town office is moved. She stated that she

doesn't want it to be a vacant eyesore.

- Steve Robinson asked if the park will still happen if the town office is not located there, and the permitting status.
 - Nate Hayward said that the park would move forward regardless of where the town office is located.
- Cindy Spence asked about the proposed placement for the town office within the park. Matt Reed replied that the location is only schematic. The precise location on either side of the road is not determined at this point.
- Nate Hayward discussed the grandfathered wastewater capacity associated with the former rescue building (based on conversations with Jay Buermann).
- Matt Reed discussed the cost estimation company's proposal to provide estimated construction comparison budgets for the 2 sites. [See attached exhibit](#)
- Matt will attend the next selectboard meeting to discuss the expense and potential need for an RFP for this service.

- **Site Attribute Scoring:**

- The committee discussed all attributes, reviewed the scoring process, but did not finalize scoring. The committee felt it is important to determine the cost differences between the 2 sites prior to scoring.

V. Owner's Project Requirements, RFP, and Charter

- The committee discussed the charge from the selectboard and next steps.
- Matt Reed discussed the consolidated office staff survey document that may be included in the RFP for Architectural and Engineering Services. [Draft program of spaces is attached.](#)
- Jill Lowrey did not complete any site visits of the Fairfax and Charlotte town offices with Naomi King. She hopes to schedule that for the week after the 4th of July.
- The committee discussed the schedule of their work scope as it relates to a town meeting bond vote and the schedule that will be included in the RFP.

VI. Discussion of the Regional Planning Grant

- Anne Zolotas shared the documents and process for how the committee can use these funds. [Attached exhibit](#)

VII. Next Steps

- **Action Items:**

- Matt Reed: Make any final adjustments to the program of spaces.
- Matt Reed and Anne Zolotas: Determine if selectboard will authorize the expense for the cost comparison study.
- Nate Hayward: Make any edits to the site attributes (consolidate, remove redundancies, and add any additional board or public comments from the Zoom recording of this meeting).
- Build a draft schedule/timeline for the project
- Upon receipt of the cost comparison study, finalize the scoring of the two sites based on

- the site attributes.
- Develop a recommendation to the Selectboard based on the site scoring (to be determined).

VIII. Public Comment

- The public had an additional opportunity to provide comments and feedback on the proposed Town Hall project.

IX. Adjournment

The meeting adjourned at 7:53PM.

Prepared by: Nate Hayward, Secretary



SOUTH HERO TOWN OFFICE

JUNE 25, 2024

Prepared by Leslie Carter, ASLA, PLA

MAIN STREET, SOUTH HERO, VERMONT



INTRODUCTIONS

HISTORIC CONTEXT

TOWN OFFICE SITE COMPARISONS

MAIN STREET, SOUTH HERO, VERMONT



MAIN STREET, SOUTH HERO, VT. NO. 51.

SOUTH HERO VILLAGE
HISTORIC CONDITIONS



SOUTH HERO VILLAGE
HISTORIC CONDITIONS



C 1940s

SOUTH HERO VILLAGE
HISTORIC CONDITIONS



SOUTH HERO VILLAGE
HISTORIC CONDITIONS



C 1970s

SOUTH HERO VILLAGE
EXISTING CONDITIONS



SOUTH HERO VILLAGE
EXISTING CONDITIONS



SOUTH HERO VILLAGE
EXISTING CONDITIONS



DESIGN OBJECTIVES

REPLANT STREET TREE CANOPY

IMPROVE EFFICIENCY OF PAVING

REGREEN FRONTAGE ZONE

MAIN STREET, SOUTH HERO VILLAGE, VERMONT



INTRODUCTIONS

HISTORIC CONTEXT

TOWN OFFICE SITE COMPARISONS

MAIN STREET, SOUTH HERO, VERMONT

SOUTH HERO TOWN OFFICE
TWO SITES



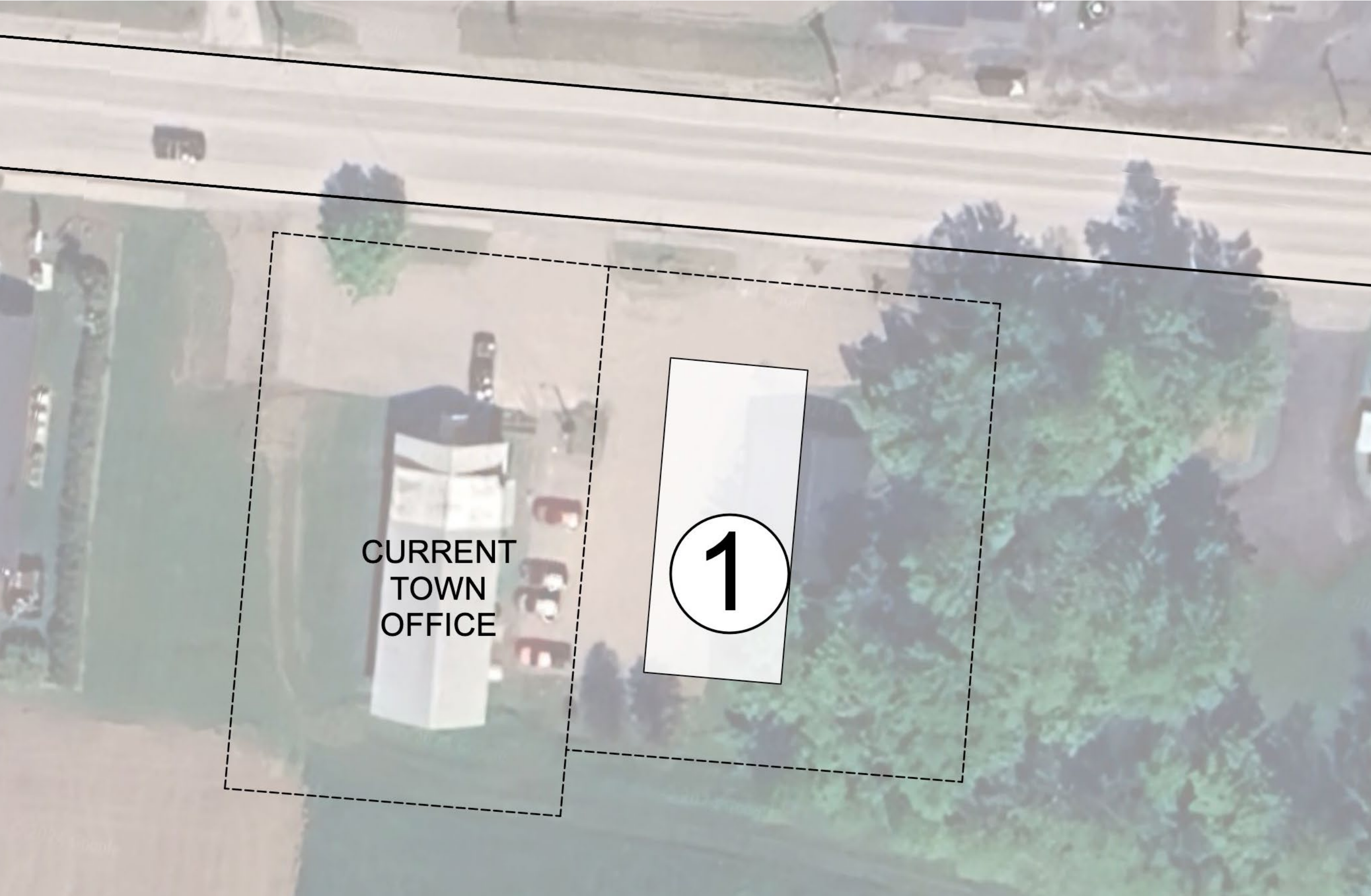
2

OLD MEETING HOUSE

1

CURRENT TOWN OFFICE

SOUTH HERO TOWN OFFICE
SITE ONE



CURRENT
TOWN
OFFICE

1

SOUTH HERO TOWN OFFICE
SITE ONE



SOUTH HERO TOWN OFFICE
SITE TWO



2

OLD
MEETING
HOUSE

SOUTH HERO TOWN OFFICE
SITE TWO



2

OLD
MEETING
HOUSE

SOUTH HERO TOWN OFFICE
SITE TWO | DESIGN OPPORTUNITIES



SOUTH HERO TOWN OFFICE
SITE TWO | DESIGN OPPORTUNITIES

CIVIC GREEN



AMHERST, NH



BARRE, MA



NEW HAVEN, CT



SOUTH HERO TOWN OFFICE
SITE TWO | DESIGN OPPORTUNITIES

EVENT LAWN



TANGLEWOOD | LENOX, MA



BESTHOFF SCULPTURE GARDEN | NEW ORLEANS, LA



SOUTH HERO TOWN OFFICE

SITE TWO | DESIGN PRINCIPLES



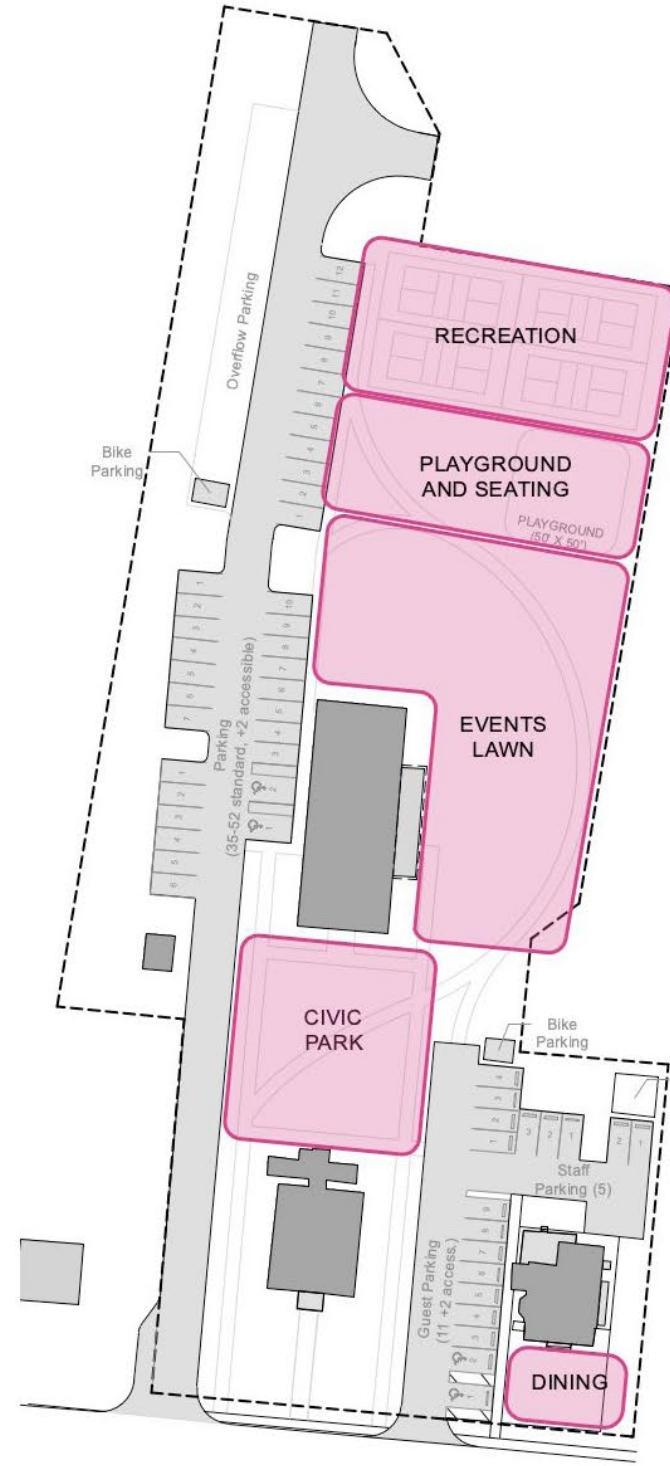
1 CONNECT WITH LAWN

Surround Old Meeting House in lawn, and use lawn to connect all public areas to bring coherence to the park. Reduce paving and simplify vehicular circulation.



2 ESTABLISH SIGHTLINES

Provide unobstructed views into the park from Route 2. Orient buildings and parking areas north/south to promote long views.



3 ORGANIZE PROGRAM

Provide zones of program areas with logical adjacencies and relationships.



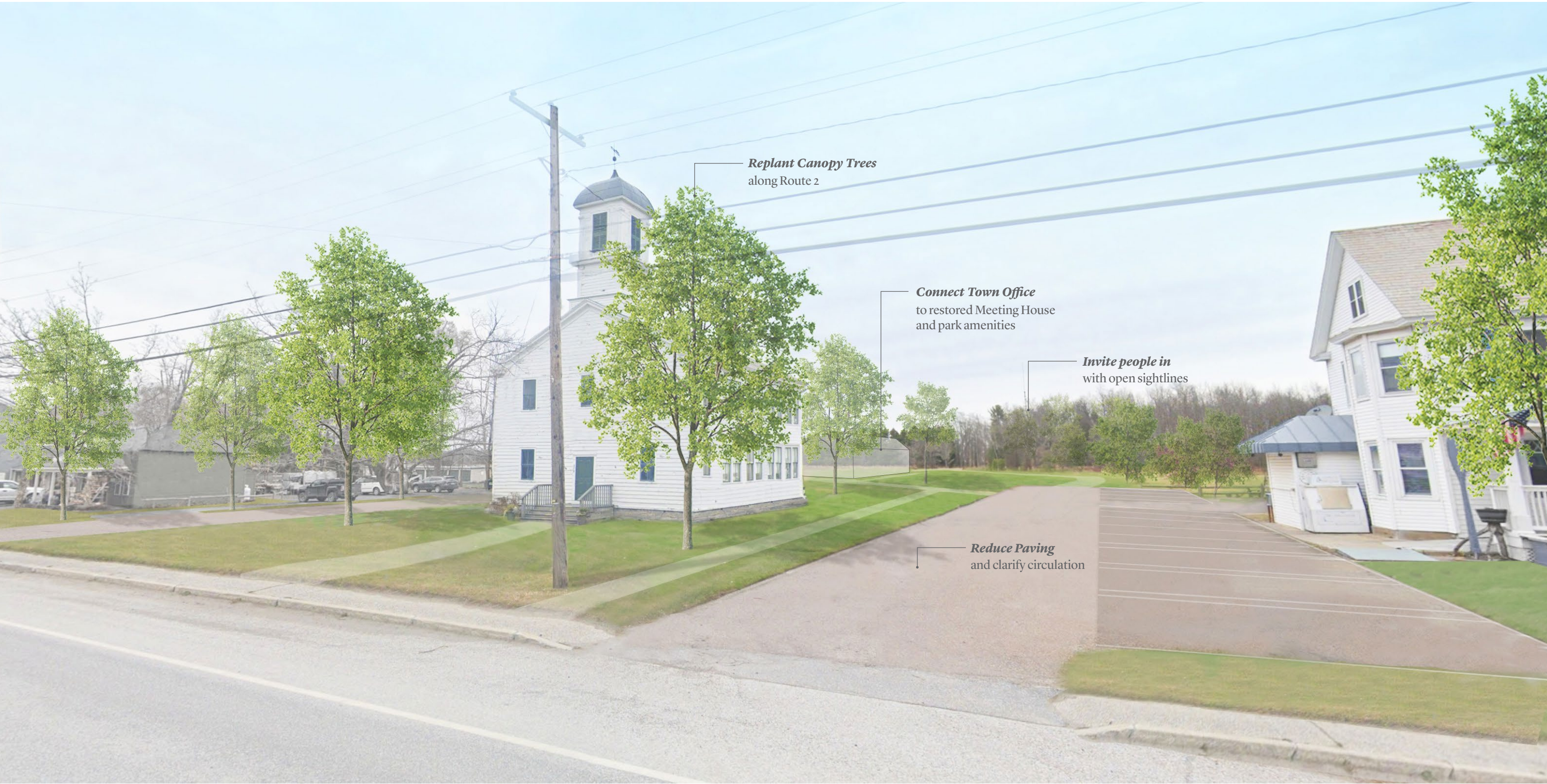
4 PLANT CANOPY TREES

Use trees to bring scale and cohesion to street and parking area. Plant trees clear of overhead power lines.

PHOTOGRAPH
EXISTING VIEW - FROM EAST



RENDERING
PROPOSED VIEW - FROM EAST



Replant Canopy Trees
along Route 2

Connect Town Office
to restored Meeting House
and park amenities

Invite people in
with open sightlines

Reduce Paving
and clarify circulation

PHOTOGRAPH
EXISTING VIEW - FROM WEST



RENDERING
PROPOSED VIEW - WEST



Connect Town Office
to restored Meeting House
and park amenities

Invite people in
with open sightlines

Replant Canopy Trees
along Route 2

SOUTH HERO TOWN OFFICE
SITE COMPARISON



CURRENT
TOWN
OFFICE

1

OLD
MEETING
HOUSE

2



DISCUSSION

MAIN STREET, SOUTH HERO, VERMONT

Site attributes comparison Rating 0 - 5 (0 = low site rating - 5 = high site rating)				
	Location A - East of the existing Town Hall located at 329-333 US Route 2 (The Existing Town office and Island Craft Shop Parcels).	Rating (0-5)	Location B - North of The Old White Meeting House located at 318-320 US Route 2 (Old White Meeting House parcel, old Red Fire Station Parcel, and adjacent future park land).	Rating (0-5)
Land Area: <i>Exhibit A:</i>				
	0.8 acres. See attached documents		2.44 acres. See attached documents	
Septic: <i>Exhibit B:</i>				
	<p>This site, the existing Town Hall site, has a grandfathered wastewater system. There is a septic tank, but the leach field location and design are unknown. Exhibit 2 includes sections of the Wastewater System and Potable Water Supply Rules that Jay Buermann shared. The highlighted sections describe the permit exemptions for reconstruction, "clean slate permit exemption", voluntary demolitions, and the 50' calculation for reconstruction. Based on this information it would appear that a new town hall may not be built East of the existing town hall utilizing the existing septic system without permitting (unless it could meet the 50' calculation for reconstruction which appears difficult without first removing the existing town office). A "best fix" septic system, or a replacement field, would need to be located and permitted. The placement of this system would need to be determined before siting a new building and parking.</p> <p>A best fix system may limit potential future growth unless additional off-site wastewater is permitted.</p>		<p>Septic for this site would be in a mound system. The engineering and hydrostudy have been completed. The capacity of the proposed mound is 2,600 gallons per day. A Town Hall may use roughly 350-400 gallons per day.</p>	
Costs:				
	Constrained building envelope may result in increased contractor costs for offsite building materials storage and parking.		More open land area allowing for ample space for efficient construction.	
	Building on this site would entail additional costs to build temporary parking on an adjacent parcel for existing town office use during construction. This would then need to be removed and turned back into grass.		The Selectboard allocated \$135,000 from the Federal ARPA funds for the development of town park infrastructure. That includes funds for the access off of US Route 2, parking, installation of the septic force main to serve the Town Hall. <i>Exhibit C</i>	
			Possible savings from economies of scale (i.e. single electrical transformer, access drive, parking, sidewalks, etc., could serve multiple uses on the property).	
Disposition of Old Red Fire Station Building (currently utilized seasonally by Granny's Attic).				
	Locating the New Town Hall on this parcel would NOT require demolition of this structure		Locating the New Town Hall on this parcel would require demolition of this structure	

Site attributes comparison Rating 0 - 5 (0 = low site rating - 5 = high site rating)			
	Location A - East of the existing Town Hall located at 329-333 US Route 2 (The Existing Town office and Island Craft Shop Parcels).	Rating (0-5)	Location B - North of The Old White Meeting House located at 318-320 US Route 2 (Old White Meeting House parcel, old Red Fire Station Parcel, and adjacent future park land).
Disposition of Old White Rescue Building (currently utilized seasonally by The Island Craft Shop).			
	Locating the New Town Hall on this parcel would require demolition of this structure		Locating the New Town Hall on this parcel would NOT require demolition of this structure
Building setback from US Route 2:			
	Building distance to US Route 2 between 40' - 75'		Building distance to US Route 2 over 200'
	Better visibility for drive-by traffic on US Route 2.		Less visibility for drive-by traffic on US Route 2.
	More road noise		Less road noise
Open land / Green Space:			
	Less open land for green area and landscaping		More open land for green area and landscaping
Maintaining viable foundation and buildable footprint of the existing town office. <i>Exhibit D</i>			
	Locating the New Town Hall on this parcel would require utilizing this area for parking.		Locating the New Town Hall on this parcel would allow this to be utilized for other purposes in the future.
	There is no question of "what will become of the old Town office site" because it will remain a town office and parking.		If the new town office is built on this site it is unknown what the long term disposition is of the existing town office site. It could be sold, it could be returned to green space and retained by the town for future use.
			Possibilities: The existing town office foundation could be built on and be used for the 3 season farmers market.
			Possibilities: The existing town office foundation could be built on and be used for a new location for Granny's Attic thrift shop.
Required permitting: see attached <i>Exhibit E</i> describing "likely required" local, state, and federal permits			
	This site likely won't require a Vermont Stormwater Permit #3-9050 since the new/redeveloped impervious surface are may be greater than 1/2 acre.		This site may require a Vermont Stormwater Permit #3-9050 since the new/redeveloped inpervious surface are may be greater than 1/2 acre.
	This site would require engineering and permitting a "best fix" or replacement wastewater system. Off site septic could also be explored on the Lawrence parcel, or potentially at the Congregational Church via a force main easement across the Lawrence Parcel.		Initial engineering has been completed for the septic mound wastewater disposal system. It will still need to be permitted.

Site attributes comparison Rating 0 - 5 (0 = low site rating - 5 = high site rating)				
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Required cooperation:				
	Building on this site would require cooperation for adjacent property owner to provide parking for continued town office operations during construction. Parking for the existing town office would be in front of the existing town office and on the lawrence parcel if Mr. Lawrence agrees.		Building on this site would NOT require cooperation for adjacent property owner to provide parking for continued town office operations during construction.	
Disruption to everyday business during construction:				
	Building in immediate proximity to the town office may add challenges to daily town office operations during construction.		Not applicable.	
	Not applicable		Future renovations of the old white meeting house could be a disturbance	
Expandability: If we need to grow beyond the anticipated footprint in the future what is the expansion potential for each site? Whether that is an expansion of the meeting room, adding additional staff to Planning and zoning, office space for a recreation dept director or Town highway supervisor, or something else we can't predict that comes up in 10, 20, 30 years down the road. See Exhibit F				
	Very limited options for potential expansion		More options for potential expansion	
Synergies:				
	Dedicated facilities that don't need to share with other uses		shared parking with the white meeting house and future park, possibility to serve the park with bathrooms/water fountains/ shelter/ etc. these can reduce/share costs across all projects by not duplicating amenities.	
Historical location: The Town Hall has been located on the parcel at 333 US Route 2 for 60+ years (estimated).				
	If we build on this site the building would be closer to the current location.		Locating the building in this location would be across Route 2, and further away from the current location.	
Creation of a Town Center:				
	Locating the building in this location would be a stand alone building and a single use location.		Locating the building here would contribute to creating a town center when you consider the relation to the White Meeting House, the proposed Town Park, and the resulting possible civic green and events lawn.	

Site attributes comparison Rating 0 - 5 (0 = low site rating - 5 = high site rating)				
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Building positioning relative to overall lot:				
	Since the plan is to keep the existing town office in operation so that temporary facilities are not required the new town office can not be centered on the property. It will need to be pushed to the East as shown on the skematic site plan provided by the landscape architect. Centering the building on the lot would create the best presentation of the building.		This site is larger and allows more freedom of design in terms of building location.	

329-333 US Route 2	318-320 US Route 2
<i>Existing Town office and Island Craft Shop Parcel</i>	<i>Old White Meeting House parcel, old Red Fire Station Parcel, and adjacent future park land</i>
Parcel Size: 0.8 acres -There does not appear to be a survey on file for the town office parcel.	Parcel Size: 2.44 acres -Survey and Draft Boundary Line Adjustment plat attached as Exhibit ____.
The Craft Shop parcel (329 US Route 2) appears to be 17,690 SF or 0.406 acres. Approx. 119.8' wide, and 146' deep	The Old White Meeting House parcel (320 US Route 2) is 21,600 SF or 0.496 acres. Approx. 130.48' wide, and 165' deep
The Town office parcel (333 US Route 2) appears to be 17,375 SF or 0.399 acres. Approx. 102.8' wide, and 170' deep	The Old Red Fire Station parcel (318 US Route 2) is 2,941 SF or 0.067 acres
The total RT 2 frontage of both parcels is about 222.6'	The Boundary Line Adjustment area (to be donated is 81,840 SF or 1.88 acres
The total size of the combined land is 0.8 acres	The total RT 2 frontage of both parcels is 130.48'
Adjacent parcels: The Harris parcel east of the craft shop is 0.0911 acres. 45.23' wide, and 87.77' deep. The dimensions are from a 2002 survey	The total size of the combined land is 2.44 acres
Adjacent parcels: The portion of the Lawrence parcel west of the Town Office is 46.44' wide, and part of a 26+ acre parcel. Dimensions from Jolley zoning file	Adjacent parcels: The Boundary adjustment area is presently a part of the former Fifield House parcel (310 US Route 2). The remaining parcel after the BLA at 310 US Route is 8.90 Acres. There may be opportunities to expand the town parcel in the future if needed to extend the park or parking.
Attachments:	Attachments:
Exhibit A - Property lines over drone orthophoto. Boundaries are based on surveys and site plans of adjacent properties and should be considered approximate.	Exhibit B - Draft survey and boundary line adjustment plat (zoomed in) over drone orthophoto. Exhibit C - Draft boundary line adjustment plat over drone orthophoto

335 US
Route 2
Lawrence

335 US
Route 2
Lawrence

335 US
Route 2
Lawrence

A portion of
323 US
Route 2
Bellinghri
0.059 Acres

325 US
Route 2
Harris
0.091 Acres

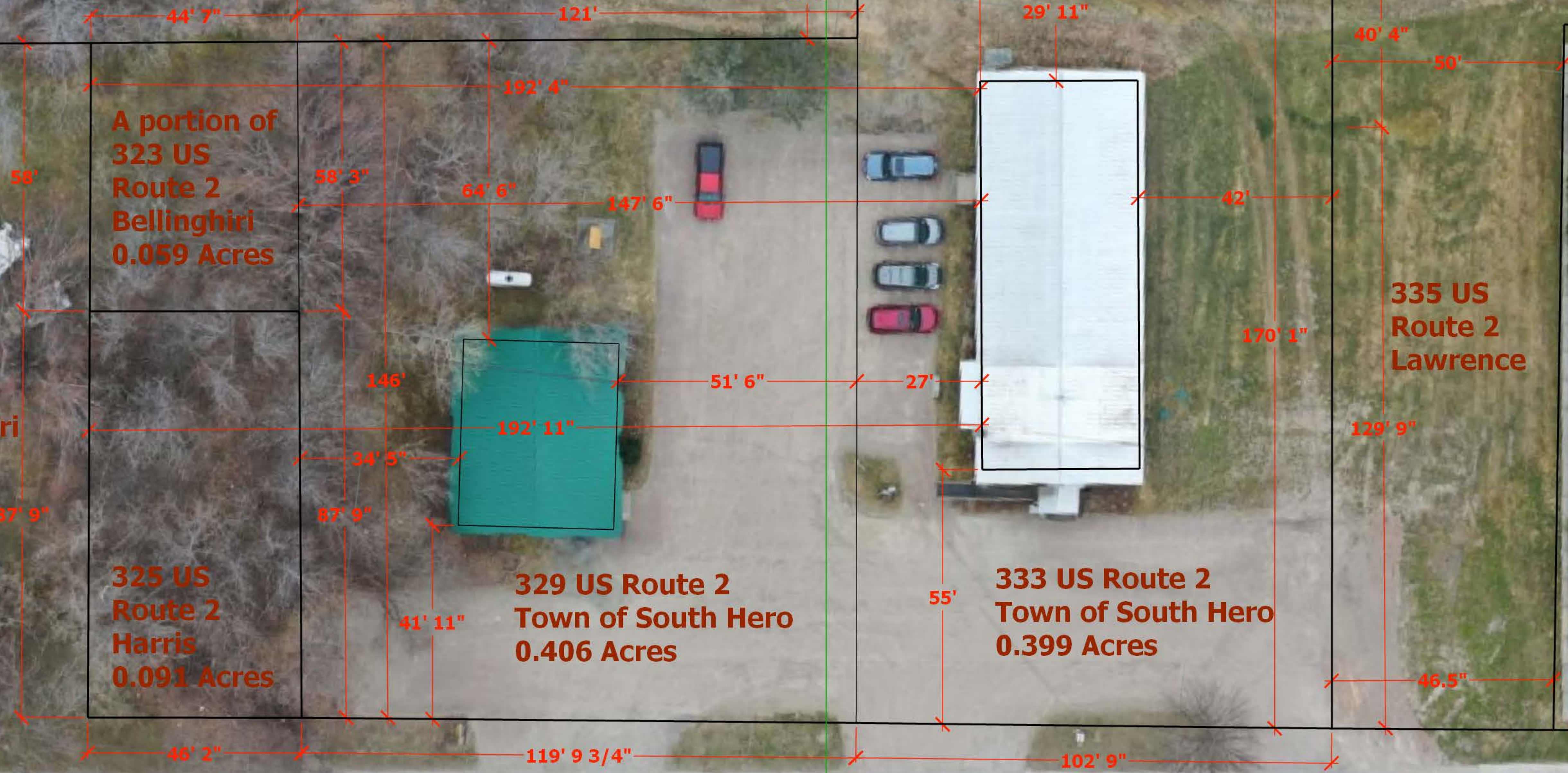
329 US Route 2
Town of South Hero
0.406 Acres

333 US Route 2
Town of South Hero
0.399 Acres

337 US
Route 2
Jolley
Assoc. LLC

323 US
Route 2
Bellinghri

335 US
Route 2
Lawrence



Total Acreage of 329 & 333 US Route 2
Both town owned parcels = 0.8 acres

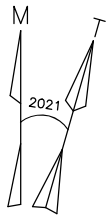
Approximate property dimensions
based on surveys and site plans of
adjacent properties

Exhibit C

I CERTIFY THAT THIS PLAT IS AN ORIGINAL INK ON MYLAR DRAWING. RICHARD W. BELL L.S.

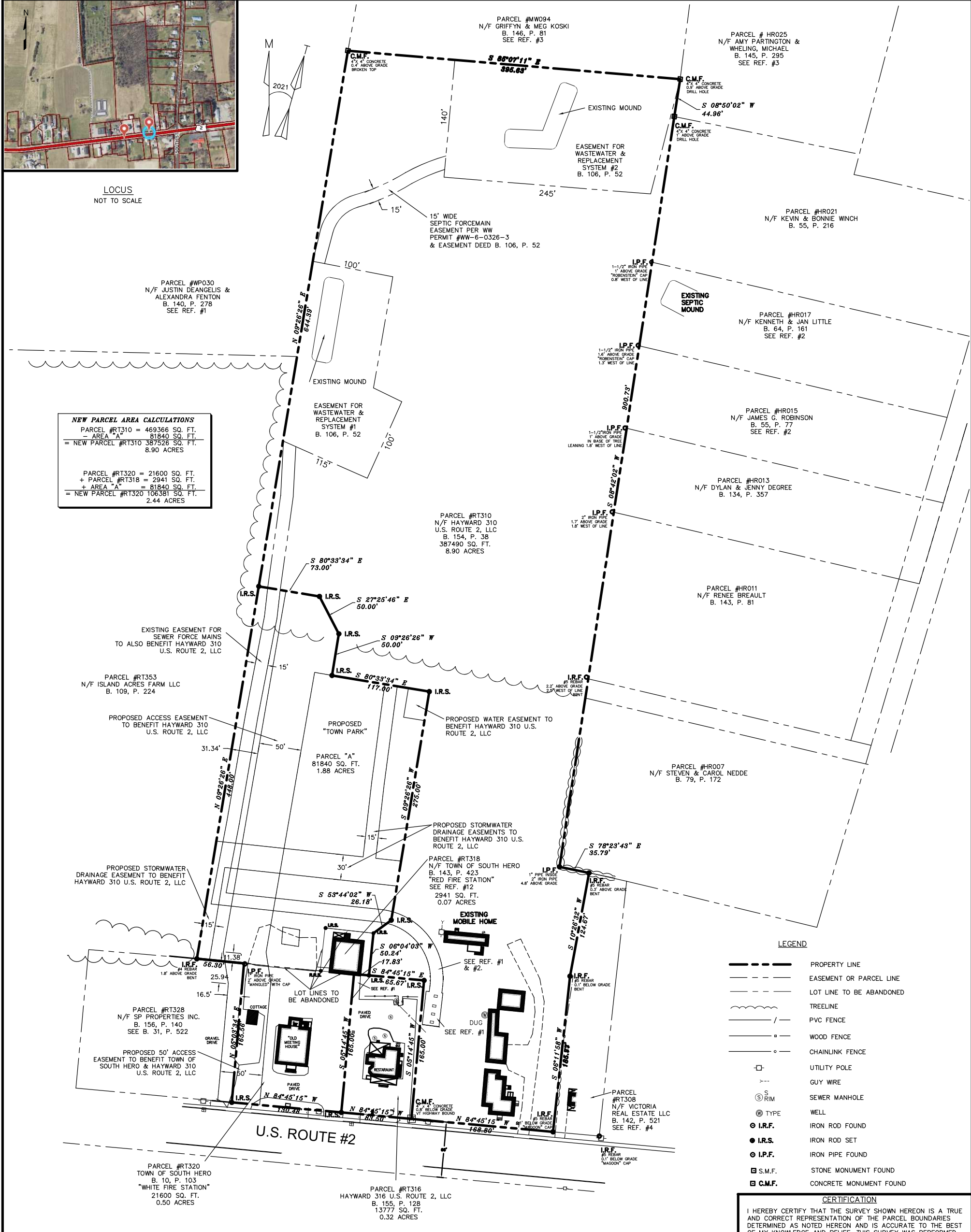


LOCUS
NOT TO SCALE



NEW PARCEL AREA CALCULATIONS
 PARCEL #RT310 = 469366 SQ. FT.
 - AREA "A" = 81840 SQ. FT.
 = NEW PARCEL #RT310 387526 SQ. FT.
 8.90 ACRES

 PARCEL #RT320 = 21600 SQ. FT.
 + PARCEL #RT318 = 2941 SQ. FT.
 + AREA "A" = 81840 SQ. FT.
 = NEW PARCEL #RT320 106381 SQ. FT.
 2.44 ACRES

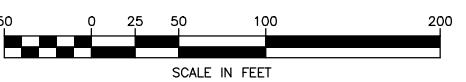


LEGEND

	PROPERTY LINE
	EASEMENT OR PARCEL LINE
	LOT LINE TO BE ABANDONED
	TREELINE
	PVC FENCE
	WOOD FENCE
	CHAINLINK FENCE
	UTILITY POLE
	GUY WIRE
	SEWER MANHOLE
	WELL
	IRON ROD FOUND
	IRON ROD SET
	IRON PIPE FOUND
	STONE MONUMENT FOUND
	CONCRETE MONUMENT FOUND

CERTIFICATION
 I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE PARCEL BOUNDARIES DETERMINED AS NOTED HEREON AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITH ELECTRONIC TOTAL STATION SURVEY EQUIPMENT, WITH A POSITIONAL TOLERANCE CONFIDENCE LEVEL ABOVE 95%. I FURTHER CERTIFY THAT THIS PLAT MEETS ALL THE REQUIREMENTS OF TITLE 27 V.S.A. SECTION 1403.

DATED _____ RICHARD W. BELL L.S. #638 VT.



- NOTES**
- BEARINGS ARE BASED ON MAGNETIC OBSERVATIONS TAKEN AT THE TIME OF THIS SURVEY.
 - ENCROACHMENTS ARE AS DEPICTED AND NOTED HEREON.
 - OTHER EASEMENTS RECORDED OR UNRECORDED MAY EXIST.
 - THE UTILITIES SHOWN ARE FROM SURFACE OBSERVATIONS ONLY. NO SUBSURFACE UTILITIES WERE IDENTIFIED OR SHOWN HEREON.
 - THE PROPERTY IS BENEFITTED BY A RIGHT-OF-WAY FOR INGRESS AND EGRESS IN COMMON OVER A 30' X 20' TRIANGULAR PARCEL B. 32, P. 507.
 - AREA "A" (1.95 ACRES) TO BE CONVEYED TO TOWN OF SOUTH HERO, PLUS EXISTING "MEETING HOUSE" LOT (0.50 ACRES) AND "RED FIRE HOUSE" LOT (0.07 ACRES) FOR A TOTAL OF 2.52 ACRES. THE REMAINING PORTION OF PARCEL #RT310 EQUALS 8.90 ACRES.

- REFERENCES**
- PLAN ENTITLED "PLAT OF LANDS OF WILLIS FIELD TRUST, 310 U.S. ROUTE 2, SOUTH HERO, VERMONT," DATED APRIL 2021 BY RICHARD W. BELL LAND SURVEYING, INC. OF BARRE, AND TO BE RECORDED IN THE TOWN OF SOUTH HERO LAND RECORDS.
 - PLAN ENTITLED "PLAT OF LANDS OF TOWN OF SOUTH HERO AND HAYWARD 316 U.S. ROUTE 2, LLC, U.S. ROUTE 2, SOUTH HERO, VERMONT," DATED JUNE 2023 BY RICHARD W. BELL LAND SURVEYING, INC. OF BARRE, AND TO BE RECORDED IN THE TOWN OF SOUTH HERO LAND RECORDS.
 - PLAN ENTITLED "TOWN PARK ACCESS SITE PLAN, SOUTH HERO RECREATION COMMISSION, 318-322 U.S. ROUTE 2, SOUTH HERO, VERMONT," DATED DECEMBER 1, 2023 BY BUERMANN ENGINEERING, LLC OF MILTON, AND PROVIDED BY SAME.

PROJ. #231542
 DATE: MARCH 2024
 SCALE: 1"=50'
 SURV. BY: RWB/MLC/TWW
 CHECKED BY: RWB
 SHEET 1 OF 1
 DWG. # S-1542

LOT LINE REVISION, LANDS OF TOWN OF SOUTH HERO & HAYWARD #RT310, U.S. ROUTE 2, LLC U.S. ROUTE 2 SOUTH HERO, VERMONT

STATE OF VERMONT
 RICHARD W. BELL
 LICENSED LAND SURVEYOR
 NO. 638

RICHARD W. BELL LAND SURVEYING, INC.
 297 SOUTH MAIN ST.
 BARRE, VERMONT 05641
 802-478-9282 C 802-783-5037

Vermont Wastewater Rules that apply to Location A as it relates to "reconstruction".

State of Vermont
Agency of Natural Resources
Department of Environmental Conservation
Drinking Water and Groundwater Protection Division

Environmental Protection Rules

Chapter 1

Wastewater System and Potable Water Supply Rules

Effective: November 6, 2023

- (1) Wastewater or waste prohibited from discharge to an injection well pursuant to the prohibition in the Underground Injection Control Regulations against Class I, II, and III, and all but a limited number of Class IV, injection wells.
 - (2) Wastewater or waste prohibited from discharge to a Class V injection well pursuant to the Underground Injection Control Regulations.
 - (3) Wastewater or waste requiring an UIC permit from the Secretary prior to their discharge to a Class V injection well pursuant to the Underground Injection Control Regulations.
 - (4) Any wastewater or waste determined by the Secretary to adversely affect the biological action within a septic tank or leachfield which will not receive pretreatment prior to discharge to the septic tank or leachfield to prevent adverse effects. The Secretary, in making this determination, shall consider pH, dissolved oxygen, alkalinity, temperature, and chemical constituents of the wastewater or waste.
- (f) For the purpose of determining, pursuant to Subsection (a), whether an action will result in an increase in design flow of any component of a wastewater system or potable water supply, the proposed design flow shall be calculated pursuant to § 1-803 and the baseline design flow from which a potential increase is measured shall be calculated pursuant to § 1-806.
- (g) The following actions are presumed to not increase the design flow of any component of the potable water supply or wastewater system or modify other operational requirements of a potable water supply or wastewater system:
- (1) The addition of a home occupation to a living unit.
 - (2) The construction of a new building or structure used solely for a home occupation conducted by the occupants of a living unit that is located on the same lot.
 - (3) The addition of plumbing fixtures in a single-family residence.
 - (4) The addition of a water storage tank for a single-family residence that is served by a potable water source that serves no other buildings or structures and no campground.
 - (5) The addition of one or more bedrooms to a single-family residence with 3 or more bedrooms, that is served by a water service line that serves no other buildings or structures, or campgrounds, and that is served by a sanitary sewer service line that serves no other buildings or structures, or campgrounds, that discharges to a municipal sanitary sewer collection line that conveys wastewater to a wastewater treatment facility.
 - (6) The installation of a composting toilet or incinerator toilet to a single-family residence.

§ 1-302 Permit Exemption for Reconstruction

- (a) **Clean slate** A building or structure that is exempt from the permitting requirements of this Subchapter under § 1-303, or that has an associated potable water supply or wastewater system which was permitted by the Secretary on or after January 1, 2007, that has been voluntarily removed or destroyed by fire, flooding, or other force majeure may be reconstructed without obtaining a permit or permit amendment provided all of the following are met:

- (1) The replacement building or structure is in compliance with all conditions of permits issued under these Rules on or after January 1, 2007.
 - (2) If the building or structure is exempt pursuant to § 1-303, it shall be reconstructed within 4 years of its removal or destruction. On a case by case basis, this period may be extended for 1 year by the Secretary if:
 - (A) the request for the extension is submitted in writing before the end of the 4-year period; and
 - (B) the Secretary determines there is good cause for the extension, such as delays in reconstruction due to difficulties resolving insurance claims, insufficient financing, or unresolved municipal permitting issues.
 - (3) The replacement building or structure connects to the existing water service line or water service pipe and existing sanitary sewer service line that were connected to the previously existing building or structure.
 - (4) The replacement building or structure does not increase design flow or modify other operational requirements of the existing potable water supply or wastewater system.
 - (5) The entire footprint of the replacement building or structure, except for that portion of a building or structure that is a deck or porch, is constructed within 50 feet of any outside wall of the previously existing building or structure that is being replaced.
 - (6) No other actions are taken or caused to be taken that under these Rules requires the issuance of a permit or permit amendment.
- (b) For the purposes of this Section, a building or structure is “destroyed” if the building or structure is in ruins, the roof has collapsed, the walls or foundation have collapsed or are collapsing, or the building or structure is condemned by a municipality or the State.

Note: Appendix C, Figure C-1, depicts an example for calculating the 50 feet from an outside wall for reconstruction.

§ 1-303 “Clean Slate” Permit Exemption

- (a) The following are exempt from the permitting requirements of this Subchapter:
 - (1) All buildings or structures, campgrounds, and their associated potable water supplies and waste water systems that were substantially completed before January 1, 2007 and all improved and unimproved lots that were in existence before January 1, 2007. This exemption shall remain in effect provided:
 - (A) No action for which a permit is required under these Rules is taken or caused to be taken on or after January 1, 2007, unless such action is exempt under one of the other permitting exemptions listed in § 1-302 or § 1-304.
 - (B) If a permit has been issued under these Rules before January 1, 2007 that contained conditions that required actions to be taken on or after January 1, 2007, including conditions concerning operation and maintenance and transfer of ownership, the permittee shall continue to comply with those permit conditions.
 - (2) An owner of a single-family residence that qualified on January 1, 2007 for this exemption shall not be subject to administrative or civil penalties under 10 V.S.A.

chapters 201 and 211 for a violation of these Rules when the owner believes the supply or system meets the definition of a failed water supply or failed system provided the owner:

- (A) conducts or contracts for an inspection of the supply or system;
 - (B) notifies the Secretary of the results of the inspection; and
 - (C) has not taken or caused to be taken any other action on or after January 1, 2007 for which a permit would be required under these Rules.
- (3) A holding and pump out tank for food processing waste installed on or prior to July 1, 2020 pursuant to an Indirect Discharge Permit or authorized by the Vermont Agency of Agriculture provided no action requiring a permit is taken on or after July 1, 2020.
- (b) The use of a single-family residence served by a wastewater system or potable water supply for which the exemption in Subsection (a) is in effect shall be considered year-round unless the single-family residence was occupied for fewer than 180 days in each calendar year between and including December 31, 1986 and December 31, 2006.

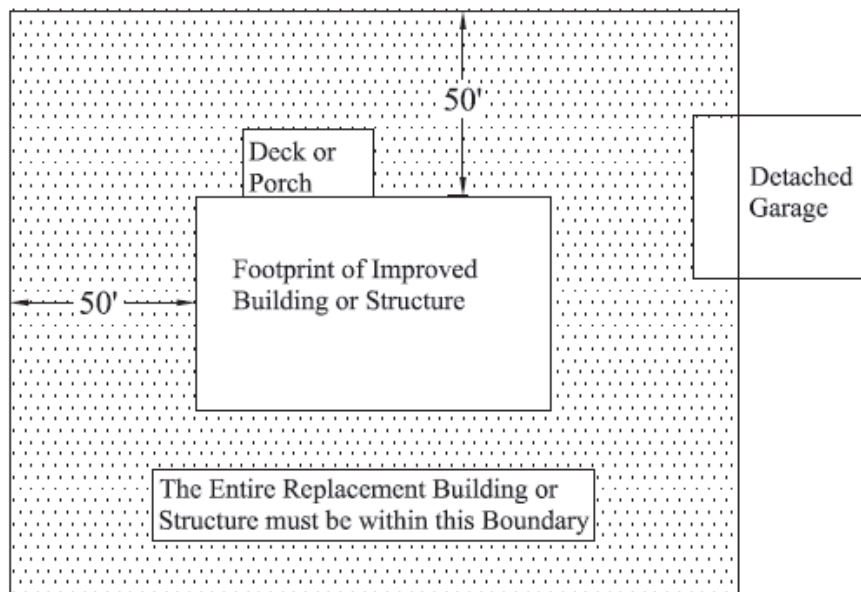
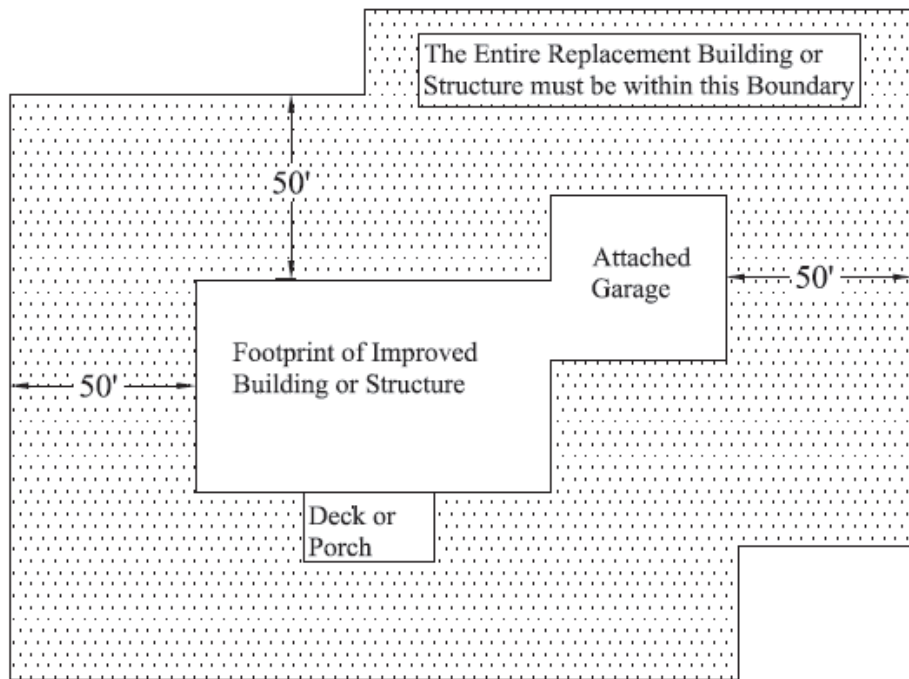
§ 1-304 Permit Exemptions

The following actions are exempt from the permitting requirements of this Subchapter, provided no other action is taken or caused to be taken that under these Rules requires the issuance of a permit or permit amendment:

- (1) The modification, completed between January 1, 2007 and July 1, 2007, of an existing single-family residence.
- (2) The construction, substantially completed between January 1, 2007 and July 1, 2007, of a single-family residence and its associated potable water supply or wastewater system, provided:
 - (A) the only building or structure on the lot is the single-family residence;
 - (B) the potable water supply and wastewater system complies with the technical standards in Subchapters 8, 9, 10, 11, and 12, except for the requirement to identify a replacement area;
 - (C) a designer completes a design certification for the potable water supply or wastewater system that complies with § 1-306;
 - (D) a designer or, when allowed by these Rules, an installer completes an installation certification for the potable water supply or wastewater system that complies with § 1-311; and
 - (E) copies of the design and installation certifications required pursuant to Subsections (C) and (D) are submitted to the Secretary and recorded and indexed in the land records for the municipality where the building or structure, and, if different, where the wastewater system and potable water supply is located.
- (3) The construction of a primitive camp, provided:
 - (A) the primitive camp is on a lot with no other buildings or structures and with no campground; or

Appendix C – Typical Details and Examples

Figure C-1 Example of 50-foot Calculation for Reconstruction



Site A - showing 50' reconstruction area highlighted



SITE B septic information

Hydrostudy of proposed septic mound disposal field. This supports a 2,600 gallon per day septic system in "Field 2". See attached site plan location.

Site Specific Effluent Mounding Analysis Hayward Disposal Field #2 310 US Route 2, South Hero, VT

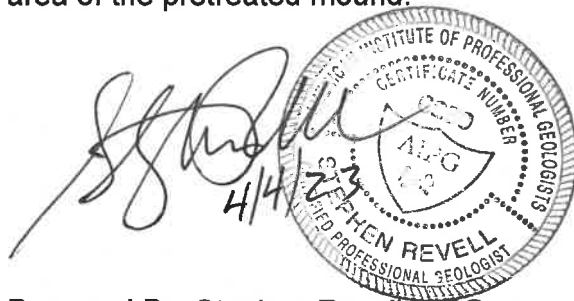
In order to support the proposed pretreated performance-based mound type disposal system design and show that the soils can accommodate the 2600 gpd design flow associated with commercial and residential uses, a site specific hydrogeologic analysis using Darcy's Law was conducted. The following formula was used to determine the ability of the soil to accept the proposed amount of wastewater and determine its impact on the shallow seasonal groundwater system at the downhill edges of the 6.5' x 200' mound. It is noted that the proposed pretreated mound sits on a local drainage divide with 2-way effluent flow to the east and west. Because of 2-way effluent flow, the flow path length of effluent flow increases to 400'.

Using the equation:

$$Q = k \cdot i \cdot h \cdot l$$

Where: $Q = \text{Volume} = 2600 \text{ gallons/day} = 347.6 \text{ ft}^3/\text{day}$;
 $k = \text{Hydraulic Conductivity} = 30 \text{ ft./day}$ (approved k value for fine sandy loam which is the limiting soil type);
 $i = \text{Gradient} = 4.0\% = 0.040 \text{ ft./ft.}$;
 $h = \text{Effluent mound height in feet} = 0.72'$
 $l = 400'$

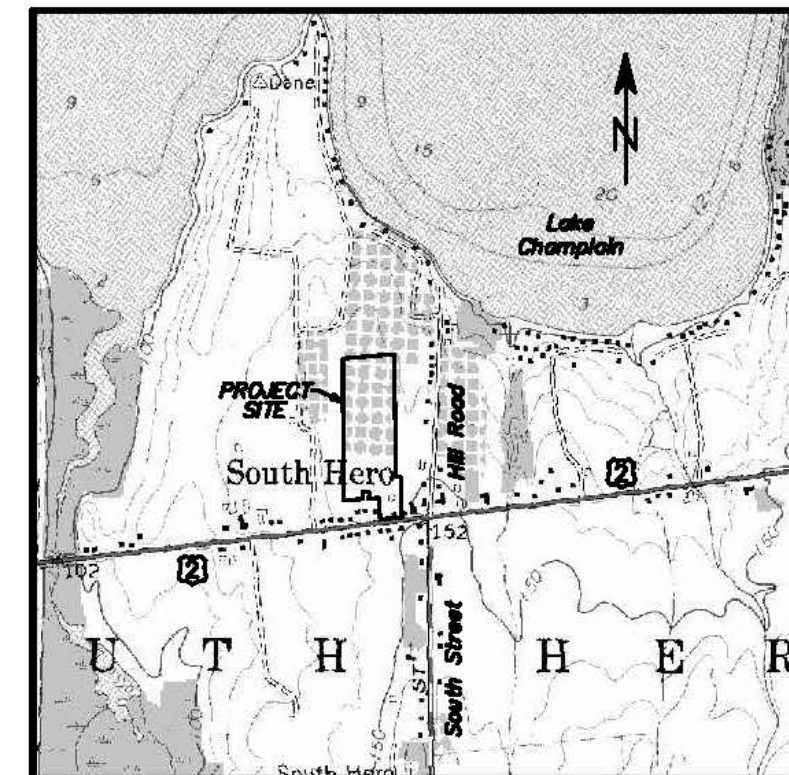
When solving this equation for h , a mound length of 400' was utilized to generate an effluent mound of 0.72'. Since evidence of a worst-case seasonal high groundwater system was identified at 19" or 1.58', with an induced mound of 0.72', 0.86' of unsaturated soil will remain. To maintain the required 2' separation to the induced pretreated effluent mound, 2' - 0.86' or 1.14' of state approved mound sand is required beneath the 6.5' x 200' application area of the pretreated mound.



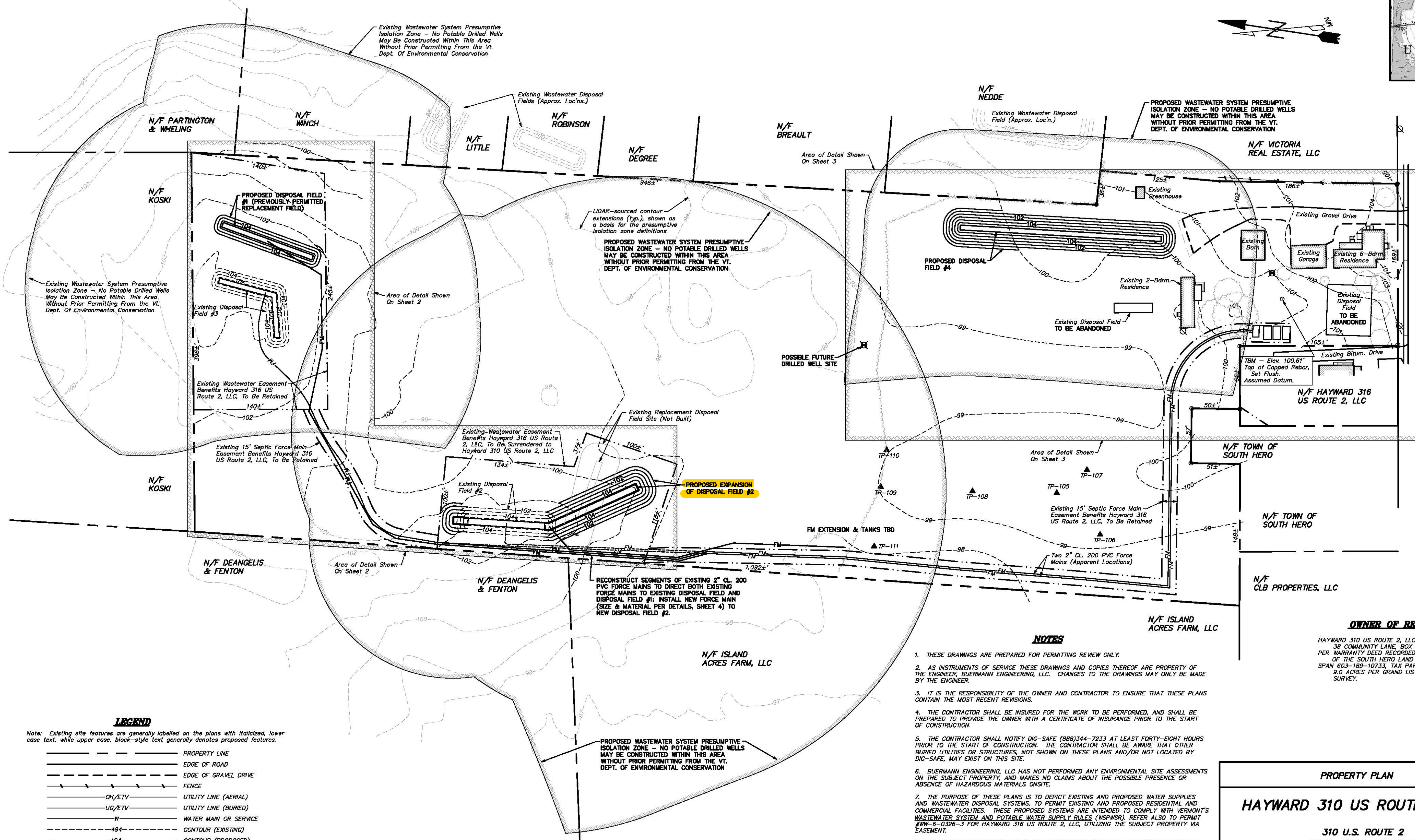
Prepared By: Stephen Revell, CPG
Qualified Hydrogeologist

F:\CLIENTS\2022\23005\Hayward #2 Mounding.doc





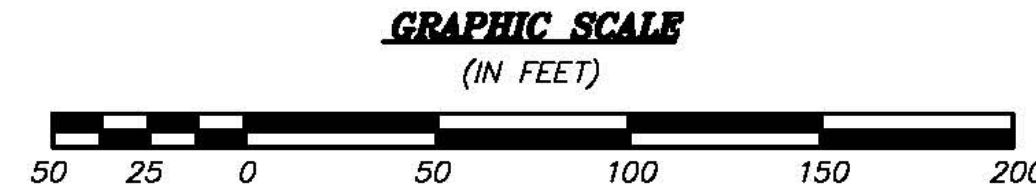
LOCATION MAP
N.T.S.



LEGEND

Note: Existing site features are generally labelled on the plans with Italicized, lower case text, while upper case, black-style text generally denotes proposed features.

---	PROPERTY LINE
---	EDGE OF ROAD
---	EDGE OF GRAVEL DRIVE
---	FENCE
---/---	UTILITY LINE (AERIAL)
---/---	UTILITY LINE (BURIED)
---	WATER MAIN OR SERVICE
---	CONTOUR (EXISTING)
---	CONTOUR (PROPOSED)
---	DITCH OR SWALE
▲ TP-8	TEST PIT
⊕	WATER WELL
⊕	UTILITY POLE
⊕	CONCRETE MONUMENT
⊕	IRON PIPE
⊕	IRON REBAR
⊕	CURB STOP VALVE
503.8	SPOT ELEVATION



- NOTES**
1. THESE DRAWINGS ARE PREPARED FOR PERMITTING REVIEW ONLY.
 2. AS INSTRUMENTS OF SERVICE THESE DRAWINGS AND COPIES THEREOF ARE PROPERTY OF THE ENGINEER, BUERMANN ENGINEERING, LLC. CHANGES TO THE DRAWINGS MAY ONLY BE MADE BY THE ENGINEER.
 3. IT IS THE RESPONSIBILITY OF THE OWNER AND CONTRACTOR TO ENSURE THAT THESE PLANS CONTAIN THE MOST RECENT REVISIONS.
 4. THE CONTRACTOR SHALL BE INSURED FOR THE WORK TO BE PERFORMED, AND SHALL BE PREPARED TO PROVIDE THE OWNER WITH A CERTIFICATE OF INSURANCE PRIOR TO THE START OF CONSTRUCTION.
 5. THE CONTRACTOR SHALL NOTIFY DIG-SAFE (888)344-7233 AT LEAST FORTY-EIGHT HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE AWARE THAT OTHER BURIED UTILITIES OR STRUCTURES, NOT SHOWN ON THESE PLANS AND/OR NOT LOCATED BY DIG-SAFE, MAY EXIST ON THIS SITE.
 6. BUERMANN ENGINEERING, LLC HAS NOT PERFORMED ANY ENVIRONMENTAL SITE ASSESSMENTS ON THE SUBJECT PROPERTY, AND MAKES NO CLAIMS ABOUT THE POSSIBLE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON-SITE.
 7. THE PURPOSE OF THESE PLANS IS TO DEPICT EXISTING AND PROPOSED WATER SUPPLIES AND WASTEWATER DISPOSAL SYSTEMS, TO PERMIT EXISTING AND PROPOSED RESIDENTIAL AND COMMERCIAL FACILITIES. THESE PROPOSED SYSTEMS ARE INTENDED TO COMPLY WITH VERMONT'S WASTEWATER SYSTEM AND POTABLE WATER SUPPLY RULES (WSPWSR). REFER ALSO TO PERMIT #WW-8-0326-3 FOR HAYWARD 316 US ROUTE 2, LLC, UTILIZING THE SUBJECT PROPERTY VIA EASEMENT.
 8. THE COUNT OF EXISTING RESIDENTIAL BEDROOMS IS BASED UPON INFORMATION FROM THE SOUTH HERO TOWN LISTERS AND THE LANDOWNER.
 9. BOUNDARY INFORMATION SHOWN IS APPROXIMATE, BASED UPON INFORMATION FROM THE OWNER, FIELD EVIDENCE FOUND, A "PLAT OF LANDS OF WILLIS FIELD TRUST" (DATED APRIL, 2021 BY RICHARD W. BELL LAND SURVEYING, INC.), AND SOUTH HERO TAX MAPS. TOPOGRAPHY SHOWN WAS OBTAINED BY BUERMANN ENGINEERING, LLC ON MAY 13, 2021. ADDITIONAL WASTEWATER SYSTEM INFORMATION IS FROM VERMONT WASTEWATER SYSTEM AND POTABLE WATER SUPPLY PERMIT #WW-8-0326-3 AND PLANS BY KREBS AND LANSING CONSULTING ENGINEERS, INC., APPROVED BY THIS PERMIT. CONTOURS AND ELEVATIONS REFERENCED THEREIN HAVE BEEN ADJUSTED TO THE ASSUMED DATUM SHOWN HERE. THE PROPERTY LINES, EASEMENTS, AND OTHER REAL PROPERTY DESCRIPTIONS PROVIDED ON THESE PLANS AND IN RELATED PERMIT APPLICATIONS ARE FOR THE USE OF THE PERMITTING AUTHORITIES ONLY. THEY DO NOT DEFINE LEGAL RIGHTS OR MEET LEGAL REQUIREMENTS FOR A LAND SURVEY AS DESCRIBED IN 26 V.S.A. SECTION 2902(4), AND SHALL NOT BE USED IN LIEU OF A SURVEY AS THE BASIS OF ANY LAND TRANSFER OR ESTABLISHMENT OF ANY PROPERTY RIGHT.
 10. REFER TO SHEET 6 FOR RESULTS OF SOILS INVESTIGATIONS.

OWNER OF RECORD

HAYWARD 310 US ROUTE 2, LLC
38 COMMUNITY LANE, BOX 2, SOUTH HERO, VT 05486
PER WARRANTY DEED RECORDED AT VOLUME 154, PG. 38-40
OF THE SOUTH HERO LAND RECORDS.
SPAN 603-189-10733, TAX PARCEL ID NO. RT310,
9.0 ACRES PER GRAND LIST, 10.78 ACRES PER REFERENCED SURVEY.

<p>PROPERTY PLAN</p> <p>HAYWARD 310 US ROUTE 2, LLC</p> <p>310 U.S. ROUTE 2 SOUTH HERO, VERMONT</p>	Date	12/23/2022
	Project Number	974
	Plan Scale	1" = 50'
	Sheet	1 of 7
<p>BUERMANN ENGINEERING, LLC 7 Sanderson Road, Milton, Vermont 05488</p>		
<p>Tel.: (802) 893-1308 www.belvt.com</p>		

ARPA Funds 6/2023

New Town Park Infrastructure and Pavilion	\$	135,000.00
Salt Shed	\$	150,000.00
South Hero Meeting House	\$	100,000.00
White's Beach Improvements	\$	15,500.00
Weekend in the Islands	\$	500.00
Town Office Technology Upgrades	\$	3,400.00
South Hero Recreation Park Boardwalk Improvements	\$	12,000.00
Total	\$	416,400.00

Budget Estimate for Phase 1 of new Town Park

Ammenity / Activity	Description	Phase I	
Soft Costs:			
Civil Engineering professional fees	Engineer to prepare conceptual plans and preliminary construction details	\$2,000	<i>in additional to money previously budgetted by Rec. Commission</i>
Permitting	VTRANS highway access permit	\$250	<i>paid to State of Vermont</i>
Local Site plan permit		\$0	<i>if fee is waived by selectboard</i>
Local Boundary line adjustment permitting		\$0	<i>if fee is waived by selectboard</i>
Survey (of town parcel for BLA plat)		\$1,500	
Infrastructure required to support park amenities:			
Parking Areas	Road surface and parking area as shown in site plan - to be installed by Town Highway Department, starting from US Route 2.		<i>estimate supplied by Town of South Hero road dept. Work to be completed by Town. Estimate adjusted for parking depth and area</i>
Stone	Pervious drive at 20" thick (\$125/SF x 33,271 sf)	\$41,580	
Road Fabric		\$4,720	
Diesel Fuel		\$550	
Electrical conduit to transformer		\$4,000	
Force main (for potential future use)		\$1,000	
Swale and culvert		\$5,000	
Paved apron off US Route 2		\$6,000	
Pull stations and transformers (Vermont Electric Coop)		\$15,000	
Landscaping			
New trees		\$10,200	
Split rail fencing		\$4,800	
Harley rake and seed park area grass		\$3,000	
Park amenities:			
Performance pavillion		\$35,000	
Additional park amenities and features in future phases		\$0	
	TOTAL:	\$134,600	<i>Total request for ARPA funding or fundraising for Phase 1. Must be committed prior to Land Donation.</i>

November 8, 2023

Page | 3

The dormer section is a stable configuration similar to the south section, but the shallower pitch of the roof negates the sliding snow effect, and this area would need to meet 40 psf requirements.

First Floor Framing:

The first floor framing/crawlspace is accessible from a trap door in the electrical closet at the north-east corner of the building and a small door near the south end of the building adjacent to the vault under the raised office.

The following was observed:

- The floor joists at both access locations are 2x8 joists @ 16" oc
- At the north access, a 4-2x8 beam was measured about 8 feet from the north wall. In this area, the 8 foot span joists have a reasonable capacity but the beams have about 30 psf live load capacity.
- At the south access, the joists span about 14 feet and have a capacity of about 30 psf.
- There is a pattern of sagging along the length of the meeting room that suggests beams are spaced at varying dimensions from about 10 feet to 15 feet apart with a joist capacity of about 30 to 70 psf live load. The varying floor elevations suggest deflection or deterioration of the framing, or both.
- The crawlspace is extremely damp with a soil floor less than 2 feet below the first floor. There is no vapor barrier on the crawlspace floor. This lack of moisture control has contributed to the high moisture content in the crawlspace.
- Access was limited so the condition of much of the framing could not be directly observed. However, the high moisture content and past presence of mold indicate that deterioration (rot) of portions of the framing is likely. Several access holes would need to be opened to assess more of the framing.

Foundations:

The foundations are cast in place concrete and appear in generally good condition. Exploratory test pits should be dug to determine the depth of the footings for frost protection. If there is not 5 feet of soil cover, insulation can be added below grade to provide protection.

Attic/second Floor Framing:

The attic floor supports only insulation and is supported off the rafters and by a center bearing wall between the offices and meeting room.

List of state and federal permits that may be required by location
 Prepared by Jay Buermann, Civil Engineer

BUERMANN ENGINEERING, LLC

7 Sanderson Road, Milton, VT 05468

Tel: (802) 893-1308

www.belvt.com

email: jay@belvt.com

PRELIMINARY PROJECT REVIEW SCREENING

Project: South Hero Town Offices

Date: May 28, 2024

Permit	Generally Required For	Likely Required?	
		318-320 (North Side)	329-333 (South Side)
Vt. Stormwater Permit #3-9050	New/redeveloped impervious surface is > 1/2 acre, OR expanding impervious > 5,000 sf to bring site total over 1.0 acre.	Yes	No (0.68 ac. site total)
Vt. Stormwater Permit #3-9020	Total construction impact greater than 1.0 acre	No	No
US Army Corps Permit	Impact to a significant wetland, or impact below/beyond shoreline (elevation 98.0 on Lake Champlain)	No	No (but mapped hydric)
Vt. Wetland Permit	Impact to a significant wetland or buffer zone (usually 50 ft. adjacent to wetland)	No	No
Vt. Highway Access Permit	New access, or increased traffic for existing access, or any local Site Plan Review, at State highway	Yes	Yes
Vt. Water Supply Permits	New water services/mains more than 500 ft. long, or serving 10+ residences or 25+ occupants; or new public water supplies	No	No
Vt. Wastewater System & Potable Water Supply Permit	New or increased demand on water supplies or wastewater systems, or revising building use or property lines, or new exterior water/sewer pipes	Yes	Yes
Vt. Act 250 (a.k.a. "Land Use") Permit	Creation of 10+ residential lots within 5 years (or 5+ lots in Towns without Subdivision & Zoning regulations), or a non-residential development on 10+ acres (or on 1+ acre in Towns without Subdivision & Zoning regulations, such as Isle La Motte or Alburgh)	No	No
VT Historic Preservation	Review might be triggered, depending upon funding source; both sites have history, but might not be deemed "significant" for further investigations or preservation	Unknown	Unknown
US Fish and Wildlife	Review might be triggered, depending upon funding source; no significant impacts expected (esp. bat habitat)	Unknown	Unknown
Hazardous Waste Sites	Nearest mapped hazardous waste (low risk sites, no direct permitting impact expected)	Adjacent	Approx. 50 feet

The above summary of work requiring specific permits is generalized and does not reflect all the details of what work may trigger the need for a permit. The "likely required" is based upon the Engineer's preliminary understanding of the project scope as defined by the Client, and/or the Engineer's preliminary review of the project site from State database imagery. This Preliminary Project Review Screening is intended to provide the Client with an initial guide of potential permit requirements; subsequent project planning and investigations may alter the need for these permits, and/or additional permits (not listed here) may prove necessary. The Client remains solely responsible for obtaining ALL necessary permits prior to construction.

Notes:

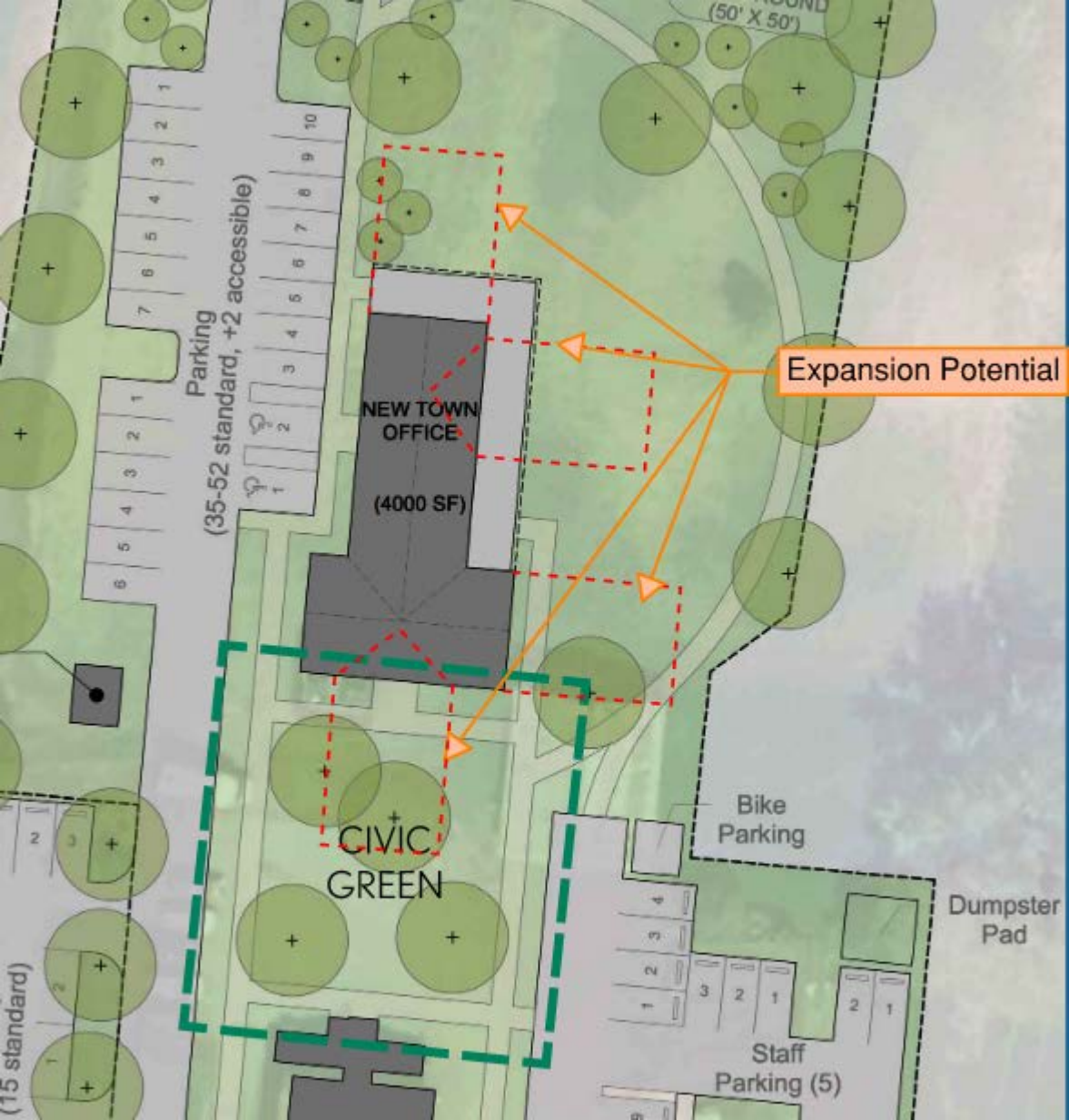
Anticipate that VTrans will strive, on either site, to refine and better restrict the US2 accesses. On either site, if wastewater disposal is not economically feasible, then holding tanks may be a viable option.

Sequence of required approvals for the proposed town office, if across the street

- 1. Boundary adjustment – approved by administrative review (zoning administrator) if not part of a proposed project requiring DRB review. A boundary adjustment needs a full survey and to meet the requirements of Table 4.1. ZA’s approval has 30-day appeal period before the BA becomes effective.**
 - 2. Town Park needs a site plan review by the DRB, requiring an engineered site plan meeting the requirements of Table 3.2. Initial submittal of a complete application to final decision takes approx. 3 months, plus an additional 30-day appeal period.**
 - 3. The proposed Town Office will require a Conditional Use and Site Plan review by the DRB, requiring a narrative and an engineered site plan meeting the requirements of Table 3.2. Initial submittal of a complete application to final decision takes approx. 3 months, plus an additional 30-day appeal period.**
-

Sequence of required approvals for the proposed town office, if next to current Town Office ----

- 1. Boundary adjustment – approved by administrative review (zoning administrator) if not part of a proposed project requiring DRB review. A boundary adjustment needs a full survey and to meet the requirements of Table 4.1. ZA’s approval has 30-day appeal period before the BA becomes effective.**
- 2. The proposed Town Office will require a Conditional Use and Site Plan review by the DRB, requiring a narrative and an engineered site plan meeting the requirements of Table 3.2. Initial submittal of a complete application to final decision takes approx. 3 months, plus an additional 30-day appeal period.**



Expansion Potential

NEW TOWN OFFICE
(4000 SF)

Parking
(35-52 standard, +2 accessible)

CIVIC GREEN

Bike Parking

Dumpster Pad

Staff Parking (5)

(15 standard)

50' X 50'



NEW TOWN
OFFICE

(4000 SF)

Parking
(18 standard, +2 accessible)

Septic

Community
Space

Septic Tank

Pre-Treatment

Pump Station

June 17, 2024

Matt Reed
802.238.6621
mreedvt@gmail.com

RE: Cost Estimating Services for the Town of South Hero
Location comparisons.

Matt,

Thank you for requesting a proposal from VIS Construction Consultants requesting cost estimating services for the above referenced project. It is our understanding that The Town Building Committee would like to hire VISCC to assist with performing a comparison of two options for a new Town Office building.

In developing this proposal VISCC reviewed the following documents:

- South Hero Town office 2 options (4-page pdf)
- Phone call with Matt Reed on June 12th

I believe this first exercise to focus on the comparison of the 2 sites that are vastly different in many ways. I will provide a square foot cost for the building and it will be the same in each location. The cost of wastewater management appears to be the biggest separation of the two sites. We plan to analyze every aspect of the two site and provide you with the best data possible in order to make an informed decision.

If we proceed, I would like to request a 30 minute - 1-hour video conference with key personnel to be sure I fully understand all utilities, land cost and consideration of sale of the existing Town Office in Option 2.

It is our intent to provide the level of detail expected by the Town of South Hero. We will provide an estimate addressing a Schematic Design level with separate quote for further estimation if needed.

Our experience tells us you are in the normal progression of these types of municipal projects which take time for comprehensive input and citizen support. As always, we are willing to discuss any level of service and negotiate as needed.

OUR COST ESTIMATING SERVICES INCLUDE:

- A complete review of provided documentation
- Review of cost impacts for sustainable features being considered
- Provide a budget to understand cost implications of design choices
- Develop a division breakdown cost estimate at the schematic level
- Development of cost review for alternate design choices as warranted
- Review of costs prior to finalizing

The findings from above will be incorporated into a comprehensive report.

A summary spreadsheet will accompany the detailed breakdown showing component costs and a letter report will be provided explaining the estimate. Any and all exclusions represented by each estimate will be made clear.

VIS Construction Consultants (VISCC) is a full construction management and consulting firm located in Vermont and New Hampshire with specialized expertise in project management, planning, cost estimating and construction oversight services.

VISCC manages our projects through an **Integrated Project Delivery (IPD)** approach which includes an in-depth, team based, creative, cost-efficient, and collaborative process of design and project estimating thought the term of the project. This helps ensure project viability from early concepts and permitting to construction. This approach provides a superior service to our clients and assurance of success that makes our team especially well-suited for the committee projects.

Mark Blanchard, Senior PM/Cost Estimator and Principle



Mark provides 30 years of construction experience and cost estimating with expertise in HVAC, Controls, Electrical Power & Lighting, Security Systems, Telephone & Data Systems and is focused to provide quality assurance for all divisions of construction. Mark's background in project facilitation, committee input, public engagement and overall project management will be invaluable for this project.



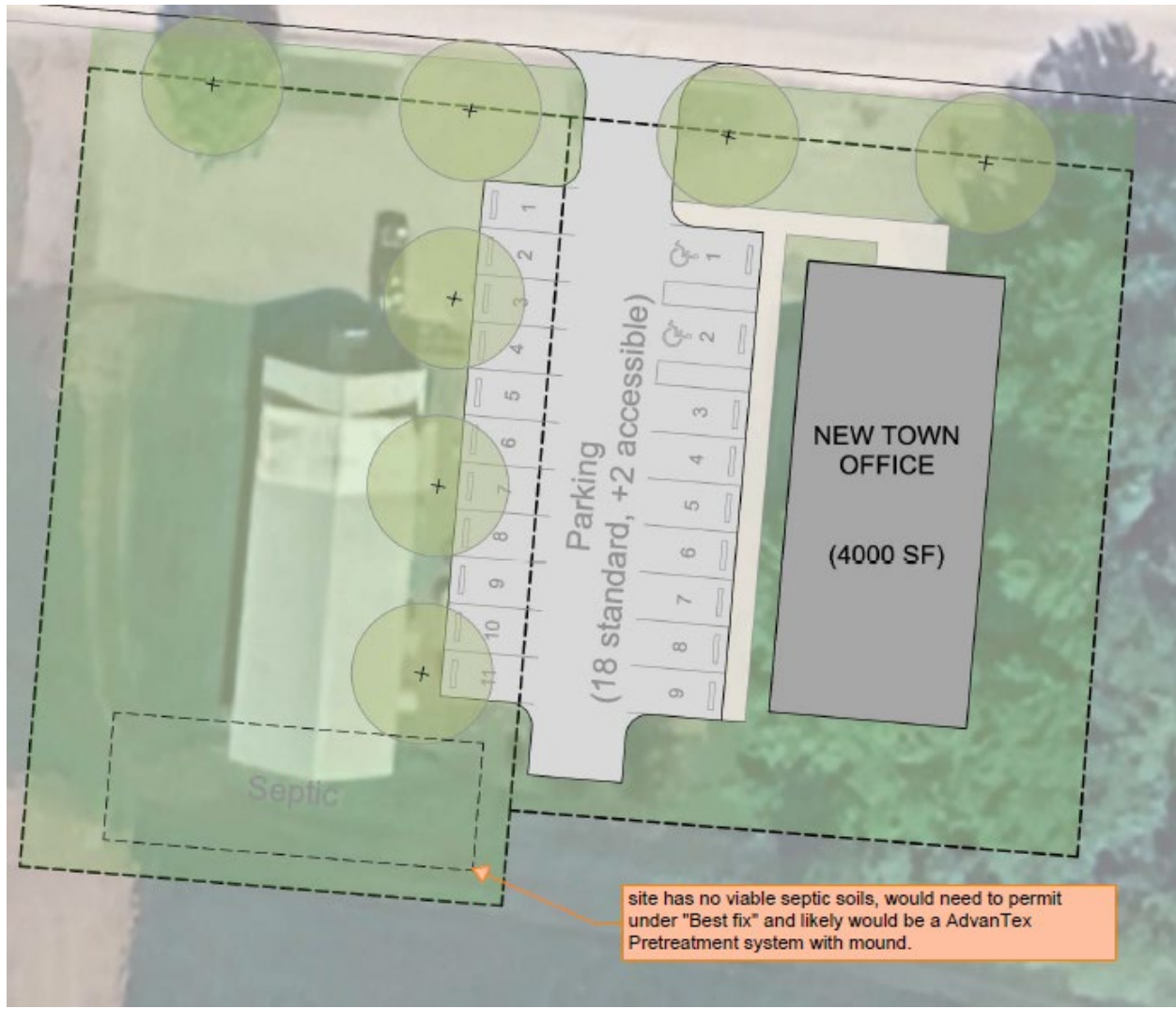
David Armstrong, Assistant Estimator - David provides recent construction and project management experience, coupled with 30 years of customer service and project development. David's keen awareness of timely and concise communication and project oversight will be foremost on this project.

In addition to the individuals identified, VISCC intends to include additional support staff as needed for the project when necessary.

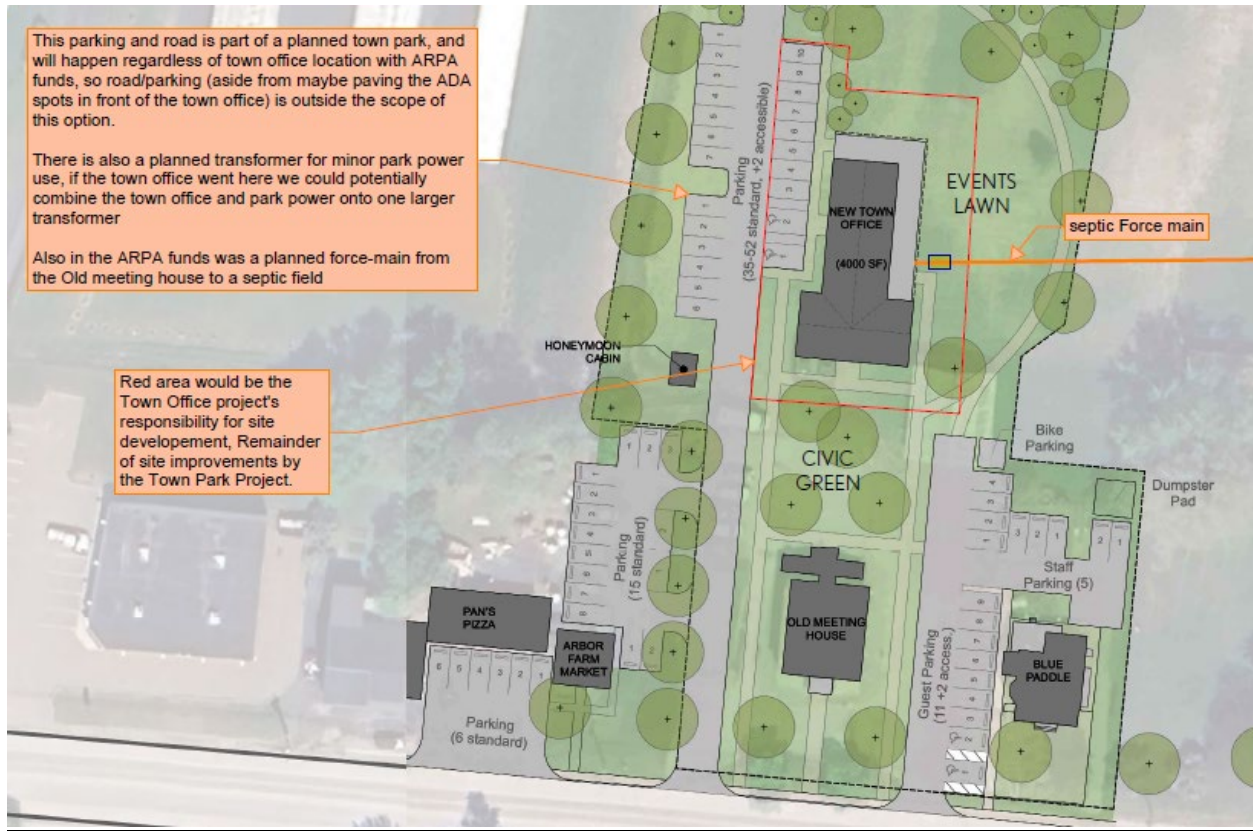
Existing Condition



OPTION 1



OPTION 2



Fee Schedule

Estimating Services

Cost estimation services for Schematic Design Review	\$2,400
Cost estimation services for Design Development Review	\$1,600
Cost estimation services for Final Construction Documents/Design	\$1,500

Our normal Hourly fee for estimating is \$120/hr. This quote is discounted to the rate of \$100/hr for working with for a municipality. Any additional work outside of the scope will be billed at \$100/hr.

VIS will provide a not to exceed fee of \$2,400 for the Schematic Design phase of estimating. If the project does not move the next phase the client will not be billed for any further cost.

These rates include all wages, taxes, equipment, and insurances. Invoices will be submitted on a bi-weekly basis. We intend to manage the project in a cost-effective manner and find ways to reduce the cost of construction, if possible, without deteriorating the quality of the completed project.

Working with VIS allows you to maintain control of your project, from inception to completion. We inform you with timely project updates, succinct reports, milestone estimates, and project schedules, enabling you to make knowledgeable decisions through a phased process. Our experience and commitment are your source of support and realization. We appreciate this opportunity to present this proposal and look forward to working with you.

Sincerely,



Mark Blanchard
Project Manager, Partner
VIS Construction Consultants

We find the proposal to be acceptable and provide this signature to indicate our agreement:

Authorized Agent for Town of South Hero

Date

South Hero Town Office - Programming

Room Identification	Room/Space Name	Size (in Sq Ft)	Attributes	Adjacencies
Common Spaces				
001	Porch/Covered Entry for Students to wait for bus	100	Outdoor Covered/Protected space to be out of rain/wind	
100	Vestibule	50	Prevent drafts/conserves energy	
101	Lobby	150		Town Clerks Suite, Bathrooms, Meeting Rooms, Multi-Purpose Room
102	All-Gender Restroom	75	ADA Accessible	Lobby
103	All-Gender Restroom	75	ADA Accessible	Lobby
104	Kitchenette/Break Room	100	Window into Multi-purpose, (2) microwaves, coffee maker, sink, 10LF of counter space.	Multi-purpose
105	Multi-Purpose Room (49 people * 15sf/person)	735	Selectboard/Committee Meetings, TV, A/V (Owl meeting pro), speakers/PA system?, would like to have committee/board to be able to face audience in C-Shaped or U-Shaped Table(s), Current setup too narrow.	
106	Mechanical Room	300		
107	General Storage	200	Chairs, tables?	Multi-Purpose Room
108	Janitors Closet	50	Mop Sink, Cleaning supplies	
Town Clerk's Office				
200	Town Clerk reception area	75	(2) chairs for people waiting for service, Transaction Counter	
201	Town Clerk	150	Desk (XX linear feet), Typewriter,	Reception, Copy Room, Vault, Research area
202	Assistant Town Clerk	75	Desk (XX linear feet)	Reception,
203	Assistant Town Clerk	75	Desk (XX linear feet)	Other Clerk Spaces
204	Town Administrator	125	Closed Office	
205	Treasurer Office	125	Desk (XX linear feet), Filing Cabinet, Window, quiet space	Enclosed office, Away from Reception
206	Vault	350	Existing 12x15 nearly full, will need new map cabinet shortly, 1-2 Land Records book growth per year. Vault must meet state/federal requirements for Fire rating, power, temperature, humidity, security/etc.	Town Clerk
207	Vault Research area	125	(2) Desks 5 Linear feet for land records research	Sightline to Town Clerk
208	Town Clerk Storage	75	Office Supplies	
209	Voting Storage	100	Voting Machine, Voting Booths	Multi-Purpose Room
210	Copy Room/Space	150	Photocopier, Large Format Scanner, Larger format printer, Shredder, Paper Cutter, Recycling and Trash	Town Clerk, Zoning, Listers, Needs central Location
Zoning Office				
300	Zoning Administrator	150	±16 linear feet of Wall space for town maps, Ample Desk space (22 Linear Feet @ 30" deep), closed office, 2 visitor chairs, Natural Light	Not Adjacent to / away from the Lobby
301	Zoning Assistant (Future Position)	75	Open workstation	Zoning Administrator
302	Meeting Room	100	Small Meeting room for 4-6 people	*Note: Employees feel the meeting rooms are too small
303	File Cabinet	75	Need space for 6 file cabinets	Immediate adjacency to ZA, could be in ZA office if area is combined,
Listers Office				
400	Listers Open Office (3 people @ 75sf/p)	225	(XX) Linear Ft of wall space for maps, (1 future space)	Copy Room
401	Meeting Room	100	Small Meeting room for 4-6 people	Near Zoning, *Note: Employees feel the meeting rooms are too small
402				
	Total Program Space	3985		
	Grossing Factor (20%)	797		
	Total Building Area	4782		
Expansion (In Future Addition)				
501	Recreation Dept Director Office	150		
502	Recreation Dept Storage	150		
503	Meeting Room for Listers (Existing 401 to Become Listers a Office)	100		
	Total Expansion Area	400		
	Addition Grossing Factor (20%)	80		
	Total Addition Area	480		
	Full Future Buildout Total:	5262		

STATE OF VERMONT GRANT AGREEMENT

Part I - Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

1 Grant #: 07110-MP-2024-South Hero-48 2 Original Amendment # _____

3 Grant Title: 24 Municipal Planning Grant Town Feasibility Study

4 Amount Previously Awarded: \$ 0.00 5 Amount Awarded This Action: \$23,002 6 Total Award Amount: \$23,002

7 Award Start Date: 3/1/2023 8 Award End Date: 1/31/2025 9 Subrecipient Award: YES NO

10 Vendor #: 40282 11 Grantee Name: Town of South Hero

12 Grantee Address: PO Box 175333 Route 2

13 City: South Hero 14 State: VT 15 Zip Code: 05486

16 State Granting Agency: Agency of Commerce and Community Development 17 Business Unit: 07110

18 Performance Measures: YES NO 19 Match/In-Kind: \$ 2,576 Description: 10 % of Grant Award Required

20 If this action is an amendment, the following is amended:
 Amount: Funding Allocation: Performance Period: Scope of Work: Other:

SECTION II - SUBRECIPIENT AWARD INFORMATION

21 Grantee Identifier [UEI] #: 093260107 22 Indirect Rate: n/a % 23 FFATA: YES NO

24 Grantee Fiscal Year End Month (MM format): 06 (Approved rate or as minimum 10%) 25 R&D: n/a

26 Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$23,002	\$23,002	Municipal Planning Grant Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

31 CFDA #	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Federal Award Date	38 Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
39 Federal Awarding Agency:		40 Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$23,002	\$23,002			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Jenni Lavoie	NAME: Susan Arguin
TITLE: Contracts and Grants Administrator	TITLE: Town Administrator
PHONE: 802-828-1948	PHONE: (802) 372-5552
EMAIL: jennifer.lavoie@vermont.gov	EMAIL: townadmin@southherovt.org

MUNICIPAL PLANNING GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between State of Vermont **Agency of Commerce and Community Development** (hereinafter called "State" or "Agency") and the Town of South Hero with principal place of business at PO Box 175333 Route 2, South Hero, Vermont (hereinafter called "Grantee"). Grantee is not required by law to have a Business Account Number from the Vermont Department of Taxes.
2. **Subject Matter and Source of Funds:** This agreements is authorized by 24 V.S.A. § 4306
3. **Award Details:** Amounts, dates, and other award details are as shown in the attached **Grant Agreement Part 1 - Grant Award Detail**. A detailed scope of work covered by this award is described in **Attachment A**.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. **Attachments:** This grant consists of 15-17 pages including the following attachments that are incorporated herein:
 - Attachment A - Scope of Work to be Performed and Budget Summary
 - Attachment B - Payment Provisions
 - Attachment C - Customary State Grant Provisions
 - Attachment D - Procurement Procedures and Other Grant Requirements
7. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedense:
 - Agreement
 - Agreement C
 - Agreement D
 - Agreement A
 - Agreement B

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

By the State of Vermont:

Date: _____

Signature: _____

Name: Alex Farrell, Commissioner
Department of Housing and Community Development

By the Grantee:

Date: 12/20/2023

Signature: Susan J Arguin
Susan J Arguin

Name: Susan Arguin
Town Administrator
Town of South Hero

Attachment A
 Work Plan and Budget
 07110-MP-2024-South Hero-48
 Town of South Hero

Task Name	Description of Task	Paid Personnel	Personnel			Material		Total Cost
			Hours	Hourly Rate	Cost	Description	Cost	
Review Current and Future Needs	The consultant will conduct a site survey to measure the existing building and assess existing conditions & develop a written program of Town Office needs.	Consultant	60	\$136	\$8,160	Existing site and floor plans w/ elevs, program document	\$100	\$8,260
Conceptual Plan Development	The selected consultant will develop conceptual design solutions and provide a preliminary estimate of probable construction costs. This will include an estimate for civil, structural, mechanical and electrical engineering design services.	Consultant	104	\$136.90	\$14,237.60	Concept site and floor plans, estimate, project team with engineering fees and estimate	\$100	\$14,337.60
Public Outreach Meeting	The consultant will attend 1 public outreach meeting to present on the conceptual plan.	Consultant	8	\$145	\$1,160			\$1,160
Cost Estimate	Cost estimate for conceptual design	Consultant	16	\$125	\$2,000			\$2,000

Totals

25,557.6

\$200

\$25,757.60

Total Project Cost: \$25,758**State Funds - Grant Amount Requested: \$23,002****Total Match Funds \$2,756****Minimum Required Match Funds: \$2,576**
(10% of Total Project Cost)**Additional Match Funds: \$180**

Attachment B
PAYMENT PROVISIONS

I. PAYMENT PROVISIONS AND REPORTING REQUIREMENTS

Upon execution of this Agreement and the Department's receipt of a submitted Requisition, the Department shall authorize 40% of the Grant Award to be released to the Grantee. A progress report included with a second Requisition is due by January 31, 2024. Upon review and approval of the progress report, the Department shall release an additional 30% of the Grant Award provided that the progress report reflects adequate progress towards completion. The final 30% of the Grant Agreement is a reimbursement for final expenses incurred by January 31, 2025, and is subject to the Grantee's expenditure of any required Match Funds set forth in Attachment A. The Grant Award and Match Funds, identified in Attachment A may be proportionately reduced if the Total Project Costs are not fully expended.

All costs for which reimbursement is requested must comply with Attachment A and be incurred during the Period of Performance.

The Grantee shall submit, no later than February 28, 2025, grant closeout documentation which shall include the following:

- a. Final Report, the report shall be written on a form provided by the Department, via GEARS, the online grants management system.
- b. Final Product, copies of any final products outlined in Attachment A. The final product **must** include evidence that the Municipal Planning Grant program, administered by the Department of Housing and Community Development, is credited for funding on the product itself.
- c. Financial Documentation, including a summary ledger to accurately maintain financial records throughout the grant period; and
 - i. Copies of all invoices and receipts for all project expenditures, including match funds; and one of the following:
 - ii. Copies of all canceled checks, or
 - iii. A detailed transaction report which includes, date, recipient, check numbers, amount, and the report must be signed and certified by the Treasurer as true and accurate.
 - iv. Canceled checks or detailed transaction report must demonstrate that all invoices have been paid by the municipality.
- d. If GIS work was done with grant funds, and if new data layers were created, please confer with the consultant and have them submit the new data layers via the GIS Data Submission Online Intake Form

Upon agreement between the Department and the Grantee that the final report and activities have been completed satisfactorily, the Department shall authorize the release of the final 30% of the Grant Award.

All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Grantee, including but not limited to progress reports and other proofs of work.

[END OF ATTACHMENT B]

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

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third

party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its

employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may

cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.
For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a

State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D
PROCUREMENT PROCEDURES
AND
OTHER GRANT REQUIREMENTS**

I. Procurement Procedures

A. Background:

Municipal planning grants are state funds granted to municipalities. Procedures for spending these funds should be consistent with the principles of fair access for vendors of goods and services that govern the expenditure of state funds directly by state government.

Procurement refers to the purchase of personal services (performed by people) or tangible goods. The grantee may use its established procurement procedures provided they are at least equivalent to the standards set forth below.

B. Methods of Procurement:

1. Contracts up to and including \$10,000 - the Grantee is required to obtain price or rate quotations from a reasonable number of sources, but no less than two, and maintain a record of the same in its files.
2. Contracts for more than \$10,000 - Competitive Selection: An RFP or RFQ should be broadly publicized. Depending on the subject matter of the contract, notice should be published in local newspapers, newspapers of general circulation, relevant websites, and/or trade or professional publications, as the circumstances warrant. Grantee may also solicit bids from potential contractors directly.
 - a. Proposals/qualifications shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the project.
 - b. The RFP/RFQ shall identify the scope of services, the procedural and substantive requirements of the bidding process, the key elements of the contract to be signed by the successful bidder, and all significant evaluation criteria, including their relative importance in the selection process.
 - c. The Grantee shall document the method it uses to objectively evaluate the proposals and to make its final selection. Such documentation shall be maintained in Grantee's official records.
 - d. The contract shall be awarded to the bidder whose proposal is most responsive to the RFP/RFQ evaluation criteria taking into consideration price and other factors identified by the Grantee.
3. Noncompetitive Selection: This method of procurement may be used when competitive selection is not possible for any of the following reasons:
 - a. The item or service is available only from a single source.
 - b. Public emergency or urgent need for the service or item does not allow time for a competitive selection process.
 - c. After solicitation of a number of sources, competition is determined

inadequate.

The Grantee must maintain in its files a thorough explanation of why non-competitive procurement is appropriate under the circumstances.

In no event shall any contract greater than \$10,000 be sole sourced without prior written approval from the Department.

4. Other Methods of Selection: Grantee may use alternative procurement methods with the prior written approval of the Department.
5. Negotiations with Potential Contractors: The Grantee may select the winning bidder based on the responses to the RFP/RFQ, and then negotiate final terms of the contract with that entity.

C. Exceptions to Procurement Requirements:

1. Use of the regional planning commission (RPC) as agent (for rural towns and consortium projects only): If the Grantee is a rural town as defined in Vermont Statutes Title 24 section 4303 (25), or is a consortium of two or more municipalities, Grantee need not engage in competitive procurement procedures to contract with the RPC, subject to the following:
 - a. The Grantee must identify the RPC as its agent for carrying out the provisions of this Agreement. As such, the RPC will be responsible for grant reporting and other administration associated with the grant. The Grantee will remain responsible for writing checks, and other fiscal agent tasks.
 - b. The RPC must document and justify its charges. All charges must be in accord with local standards for similar work.
 - c. Any contracts awarded by the RPC to other contractors or suppliers in connection with this Agreement must follow these procurement standards and must incorporate the contract provisions contained in Sections E and F, below.
2. Use of Contractor selected in competitive process at an earlier stage: If the Grantee engaged in a competitive procurement process as part of developing its Grant Application, and selected a contractor at that time, there is no requirement to re-open the selection process, provided that the scope of work remains substantially similar to what was in the Contractor's proposal.
3. Use of same architect, engineer, or other professional at different stages of the same project. If the Grantee is satisfied with the qualifications and performance of the architect, engineer or other professional who was awarded and performed some work with a clear and direct connection to the grant's scope of work and subject, it may offer that firm or individual additional work under the grant agreement without going through the competitive selection process.
4. If the Grantee utilized the services of a consultant to prepare its grant application but did not go through a competitive process to select that consultant, the grantee must make the application available to prospective bidders as part of the RFP/RFQ process to ensure a fair and open competition among vendors.
5. Waiver: Upon prior request by the Grantee, the Department may waive any provision of the procurement procedures not required by law whenever it is determined that undue hardship will result from applying the requirement and that the best interests

of the State are served by such waiver.

D. Conflict of Interest:

Conflict of interest is defined as “a significant pecuniary interest of an elected officer of the municipality, or of an appointed official whose work is related to the subject of this grant, or a member of such a person’s immediate family or household, or of a business associate of such a person, in the selection of a vendor of goods and/or services under this grant.”

The municipality must avoid actual conflicts of interest in this grant program. In addition, it should be sensitive to the appearance of conflict of interest with respect to its procurement of goods and services using these grant funds, and consult the Department when questions arise.

E. Contract Requirements:

1. For personal services up to and including \$1,000, a written contract is not required although it is recommended. Any written contract should address the issues outlined below.
2. Form of contract for personal services over \$1,000 (required):
 - a. A written contract signed by an authorized representative of (1) the Contractor and (2) the Grantee’s legislative body is required. The contract must identify: the parties, the subject matter, the scope of work, the maximum amount to be paid, the products to be delivered and the duration of the contract. The contract should also contain provisions for amendment, cancellation, attachments, and controlling law. See model personal services contract at https://outside.vermont.gov/agency/ACLD/ACLD_Web_Docs/CIV/Procurement/Forms/04/Municipal_Planning_Grant/CPR_MPG_Sample_Contract.doc
 - b. The contract shall include the basis for the total cost or contract price, an itemization of all costs for materials, personal services, which include the hiring of staff, the names of any persons whose participation the Grantee considers to be crucial to the award of the contract and provisions for what to do if such persons need to be replaced, consultants, and any other purchased items which together add up to the total cost.
 - c. Payment provisions shall include the schedule of payment. It is useful to schedule the withholding of a percentage, such as 10%, until the Grantee is sure the work has been satisfactorily completed, for instance, until after the report has been completed and Grantee has reviewed it, or until Grantee has found the product to work as it was intended.
 - d. All relevant products must be compatible with the Vermont Geographic Information System (VGIS) and meet all VGIS standards, which are available from the Vermont Center for Geographic Information.

F. Standard State Requirements of Bidders:

Grantees must ensure the following requirements are met by those awarded a contract and are explicitly included in any such contract:

1. The Contractor will maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times to the Grantee and the State during the

period of this contract and for three years thereafter for inspection by any authorized representatives of the State. The official records, however, will be maintained by the Grantee. 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, including any period for filing an appeal. The Grantee and the State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.

2. The Contractor certifies under the pains and penalties of perjury that he or she 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 as of the date the Contractor signs this contract.
3. The Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. The Contractor also agrees to include in all subcontract agreements a tax certification in form substantially identical to paragraph 2 above.
4. The Contractor agrees to comply with the requirements of Title 21 of the Vermont Statutes, sections 495-496, relating to fair employment practices, to the extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the contractor. Contractor further agrees to include this provision in all subcontracts.
5. The Contractor states that as of the date the contract is signed, he/she:
 - a. Is not under any obligation to pay child support; or
 - b. Is under such an obligation and is in good standing with respect to that obligation; or
 - c. Has agreed to a payment plan with the Vermont Office of Child Support and is in full compliance with that plan. Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state, territory, or possession of the United States.

II. **Press and Public Communication**

If the Grantee, Subgrantee, or contractor issues any press release, public communication or product pertaining to the Project assisted by this Agreement, it shall include a statement that the project is funded by a Municipal Planning Grant awarded by the Department of Housing and Community Development.

III. **GIS Work**

For any projects including a GIS component:

S u s a n J A r g u i n

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the GIS Data Submission Online Intake Form as part of its final work product.

2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant Award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular data attributes, documentation files, and must meet applicable standards as to data format and documentation of all products using the VGIS metadata standard. Note: it is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at the Vermont Open Geodata Portal). A subset would be an extract of existing data, such as road centerline data, for example.
3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671-679. Any of the following file formats is acceptable:
 - a. .shp (Shapefile - which also consist of files with other extensions such as .dbf and .shx)
 - b. .dwg (CAD file)
 - c. .dxf (CAD file)
4. All data and materials created or collected under this Agreement - including all digital data - are public records. The parties may utilize the information for their own purposes but shall not copyright these materials.

[Technical assistance and information on these GIS standards, guidelines and procedures are available from the Vermont Center for Geographic Information, Inc. (<https://vcgi.vermont.gov> or 802-585-0820).]

IV. Final Documents

All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

V. Termination

In the event of termination prior to disbursement of the entire grant amount, the parties shall agree upon the termination conditions and, in the case of partial terminations, the work that will be deleted from the Work Plan. The Grantee shall not incur new obligations for the terminated portion after the date of termination and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed credit for non-cancelable obligations properly incurred prior to termination, to the extent funds are available and at the discretion of the Department.

If the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, agreements, or stipulations of this Agreement, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the date thereof.

[END OF ATTACHMENT D]