



LETTER OF INTENT TO PARTICIPATE IN THE SFY23 MUNICIPAL ROADS GRANTS-IN-AID PROGRAM

We, the Legislative Body of the Municipality of Wheelock certify that the municipality will:

- Construct one or more road best management practices (BMPs) to bring connected road segments into full compliance with Municipal Roads General Permit (MRGP) standards, to be completed by September 30, 2023.
- Construct the road BMPs on hydrologically connected road segments – roads that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands). Refer to the Vermont Department of Environmental Conservation (DEC) map layer for *hydrologically connected* municipal roads in Vermont. This map layer is available at: <http://anr.vermont.gov/maps/nr-atlas>.
- Prior to construction of the BMPs, receive Construction Authorization from VTrans to verify the appropriate location of the connected road segment and BMP(s) to meet MRGP standards.
- Post a Clean Water Project sign during construction (select projects only).
- Provide a minimum of 20% local match (in-kind and/or cash). Match can include quantified in-kind contributions such as transportation, municipally owned road equipment, crew labor, municipal staff time and other costs directly related to the BMP construction project as part of this program. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- Complete all reporting and invoicing requirements using the VTrans requested format.
- Submit all Performance Reports and Request reimbursement no later than 12/30/2023 (90 days from end of grant period).
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app and certify during the request for reimbursement, that the repaired road segments are “fully compliant” with MRGP.

Ann Lawless

Date: 6/15/2022

(Duly Authorized Representatives)

Municipality: Wheelock

Primary Contact Name: Ann Lawless, Selectboard chair

Address: Town of Wheelock, 1192 VT-122, PO Box 1328, Lyndonville VT 05851

Email: alawless@townofwheelockvt.org Phone: (h) 802-626-3109

Secondary Contact: VanessaSeguin, TownClerk Email: wheelocktown@gmail.com Phone: (o) 802-626-9094

Unique Entity Identifier (SAM #) #: LLM7KTLF2VE1 Fiscal Year End Month (MM): 12

Note: Primary Contact is responsible for grant execution on Town's behalf, Secondary Contact may be the Road Foreman, Town Clerk, etc.

This form must be submitted via email by June 24th, 2022 to indicate participation.

Return signed Letter of Intent to: VTrans Municipal Roads Grants-in-Aid Program, c/o VTrans Municipal Assistance Program, via email: Grantsinaid@vermont.gov

**State of Vermont
Standard Grant Agreement**

Agreement # P02067

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement for financial assistance between the State of Vermont, Agency of Transportation (hereinafter called “State”), and the Town of Wheelock with principal place of business at PO Box 1328, Lyndonville, VT 05851, (hereinafter called “Subrecipient”). If Subrecipient does not have a Business Account Number, it is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is financial assistance to a municipality under 19 V.S.A. § 306(h) for resurfacing, rehabilitation, or reconstruction of paved or unpaved class 2 town highways.
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. High Risk: If at any time the Subrecipient or Subaward are determined to be high risk as per the State of Vermont, Agency of Administration, Bulletin No. 5, Policy for Grant Issuance and Monitoring, or 2 CFR §200.331, additional monitoring measures may be imposed in accordance with 2 CFR §200.207.

When additional monitoring measures are imposed, the subrecipient will receive formal communication directly from the AOT Audit Department, including the nature of the risk determination, sanction(s) to be imposed and the action(s) required to remove those additional requirement(s).

5. 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 Subrecipient.
6. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.
7. The Subrecipient hereby certifies as follows:
 - a. The Subrecipient has funds available to finance the local share of the project during the Grant period.
 - b. The Grantee has adopted town road and bridge standards which meet or exceed the minimum State-approved codes and standards produced by the Vermont Agency of Transportation (VTrans) and approved by the Vermont Agency of Natural Resources (VANR). If the Subrecipient has adopted codes and standards which meet these minimum requirements, the Subrecipient further certifies that the municipality follows and adheres to those adopted codes and standards.

- c. The Grantee has an Infrastructure Study (three years or less old) which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1,2, and 3 town highways, and estimated cost of repair.
 - d. The Subrecipient has submitted the Annual Town Plan required by 19 V.S.A. § 306(j) to VTrans' district office.
 - e. Where a municipality has adopted codes and standards meeting the minimums required by VTrans and has an Infrastructure Study, the project is eligible for an 80% State share, not to exceed the maximum limiting amount stated on page 1 of this Grant Agreement.
 - f. Where a municipality has not adopted codes and standards meeting the minimums required by VTrans or lacks an Infrastructure Study, the project is eligible for a 70% State share, not to exceed the maximum limiting amount stated on page 1 of this Grant Agreement.
 - g. The Town/Municipality has completed the Environmental Resource checklist in Attachment A.
8. Attachments: This Grant Agreement consists of 22 pages including the following attachments which are incorporated herein:

- Attachment A – Grant Application (Scope of Work and Checklist)
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants (12/15/17)
- Attachment D – Other Provisions
- Attachment E – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

SUBRECIPIENT:
TOWN OF WHEELLOCK

Signature: _____

Signature: _____
(Signature/Sign)

Name: _____

Name: _____
(Print Name)

Title: Secretary of Transportation

Title: _____

Date: _____, _____

Date: _____, _____

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: P02067		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Town Highway Class 2 Roadway Program - FY23			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$130,516.00	⁶ Total Award Amount: \$130,516.00
⁷ Award Start Date: Jul 01, 2022		⁸ Award End Date: Dec 31, 2024	⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
¹⁰ Vendor #: 0000040085	¹¹ Grantee Name: Town of Wheelock		
¹² Grantee Address: PO Box 1328			
¹³ City: Lyndonville		¹⁴ State: VT	¹⁵ Zip Code: 05851
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	¹⁹ Match/In-Kind: \$ 20% Description: LOCAL SHARE		
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: LLM7KTLF2VE1		²² Indirect Rate: <u>N/A</u> % <small>(Approved rate or de minimis 10%)</small>	²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
²⁴ Grantee Fiscal Year End Month (MM format): 12			²⁵ R&D: <input type="checkbox"/>
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):			

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$130,516.00	\$130,516.00	Transportation Fund

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:					
Total Awarded - All Funds		\$0.00	\$130,516.00	\$130,516.00			

SECTION IV - CONTACT INFORMATION

<p>STATE GRANTING AGENCY</p> <p>NAME: Logan Perron TITLE: District 7 PHONE:Cell (802) 279 - 0818 EMAIL: logan.perron@vermont.gov</p>	<p>GRANTEE</p> <p>NAME: Ann Lawless TITLE: Selectboard PHONE:Office: (802) 748 - 9094 EMAIL: alawless@townofwheelockvt.org</p>
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Attachment A

Grant Application

(Scope of Work and Checklist)



VERMONT

AGENCY OF TRANSPORTATION

FY 2023 Municipal Highway Grant Application

APPLYING FOR: Structures Class 2 Roadway Emergency

MUNICIPALITY: Wheelock MUNICIPAL CONTACT (name): Ann Lawless

MAILING ADDRESS: Town of Wheelock, PO Box 1328, Lyndonville VT 05851

Phone: (802) 626-9094 E-Mail: wheelocktown@gmail.com (clerk), alawless@townofwheelock

ACCOUNTING SYSTEM: Automated Manual Combination

DUNS #: 949849095 Grantee FY End Month (mm format): 12

DISTRICT CONTACT (name): Shauna Clifford

Phone: (802) 751-0213 E-Mail: shauna.clifford@vermont.gov

SCOPE OF WORK TO BE PERFORMED BY GRANTEE

Location of Work. The work described below involves the following town highway / structure:

TH# 1, (Name) S. Wheelock Rd. which is a class 2 town highway.

Bridge # _____, which crosses _____

Culvert # _____, for which the original size was _____ and the replacement size is _____

Causeway: _____

Retaining Wall: _____

Latitude: 44.548470 Longitude: -72.098468 MM (If Available): _____

Problem:

This mile-long stretch of S. Wheelock Rd (Class 2) between Ballfield Drive and Tim's Sled Shop just beyond the Minister Hill/Jill's Hill intersection has several sections that are hilly and twisty. The gravel surface needs to be rebuilt and properly graded and crowned. Ditches in some areas have filled in with silt. There are sections totaling 1,000 ft where the guardrails posts are leaning and the rail itself is bent out of shape.

Reason For Problem:

This is the most heavily traveled road in Wheelock, linking Greensboro Bend to Lyndonville. Heavy traffic combined with the increase in extreme weather conditions and heavy rain have taken their toll.

Proposed Scope of Work:

See enclosed map of the road segments from the Road Erosion Inventory. We will contract to have the ditches where needed dug out and lined with 3 – 8" drainage stone that the contractor will haul. Our two-person crew will truck and spread the stamatt material on the roadway, assisted by one trucker from the ditch contractor. Our crew will use our grader to smooth and properly crown the road and will also be responsible for signage. The enclosed sketch shows the measured lengths of guardrail where replacement is

Detailed Cost Estimate (below or attached):

See attached.

\$163,145.00

Estimated Project Amount: \$ 163,145.00 ✓ Estimated Completion Date: 12/25/2022

Municipality has adopted Codes & Standards that meet or exceed the State approved template? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Municipality has a current Network Inventory? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Municipality <u>MUST</u> complete the following environmental resource checklist:	
EXISTING STRUCTURES: (check all that apply)	
<input type="checkbox"/> Steel Tube Culvert	<input type="checkbox"/> Concrete Box Culvert
<input type="checkbox"/> Stone Culvert	<input type="checkbox"/> Concrete Bridge
<input checked="" type="checkbox"/> Ditch	<input type="checkbox"/> Rolled Beam/Plate Girder Bridge
<input type="checkbox"/> Metal Truss Bridge	<input type="checkbox"/> Wooden Covered Bridge
<input type="checkbox"/> There are foundation remains, mill ruins, stone walls or other	<input type="checkbox"/> Masonry Structure
<input type="checkbox"/> Stone Abutments or Piers	<input type="checkbox"/> Buildings (over 50 yrs old) within 300 feet of work
<input checked="" type="checkbox"/> Other: Guardrails	
PROJECT DESCRIPTION: (check all that apply)	
<input type="checkbox"/> The project involves engineering / planning only	<input type="checkbox"/> The project consists of repaving existing paved surfaces only
<input checked="" type="checkbox"/> The project consists of reestablishing existing ditches only within existing footprint	<input checked="" type="checkbox"/> All work will be done from the existing road or shoulder
<input type="checkbox"/> The structure is being replaced on existing location / alignment	<input type="checkbox"/> There will be excavation within 300 feet of a river or stream
<input type="checkbox"/> New structure on new alignment	<input type="checkbox"/> Repair/Rehab of existing structure
<input type="checkbox"/> There will be excavation within a flood plain	<input type="checkbox"/> Road reclaiming, reconstruction, or widening
<input type="checkbox"/> Tree cutting / clearing	<input type="checkbox"/> Temporary off-road access is required
<input type="checkbox"/> New ditches will be established	<input type="checkbox"/> The roadway will be realigned
The municipality has included photos of the project. Must show infrastructure and surrounding features as much as possible. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Below this line to be filled in by VTrans staff: \$131,200

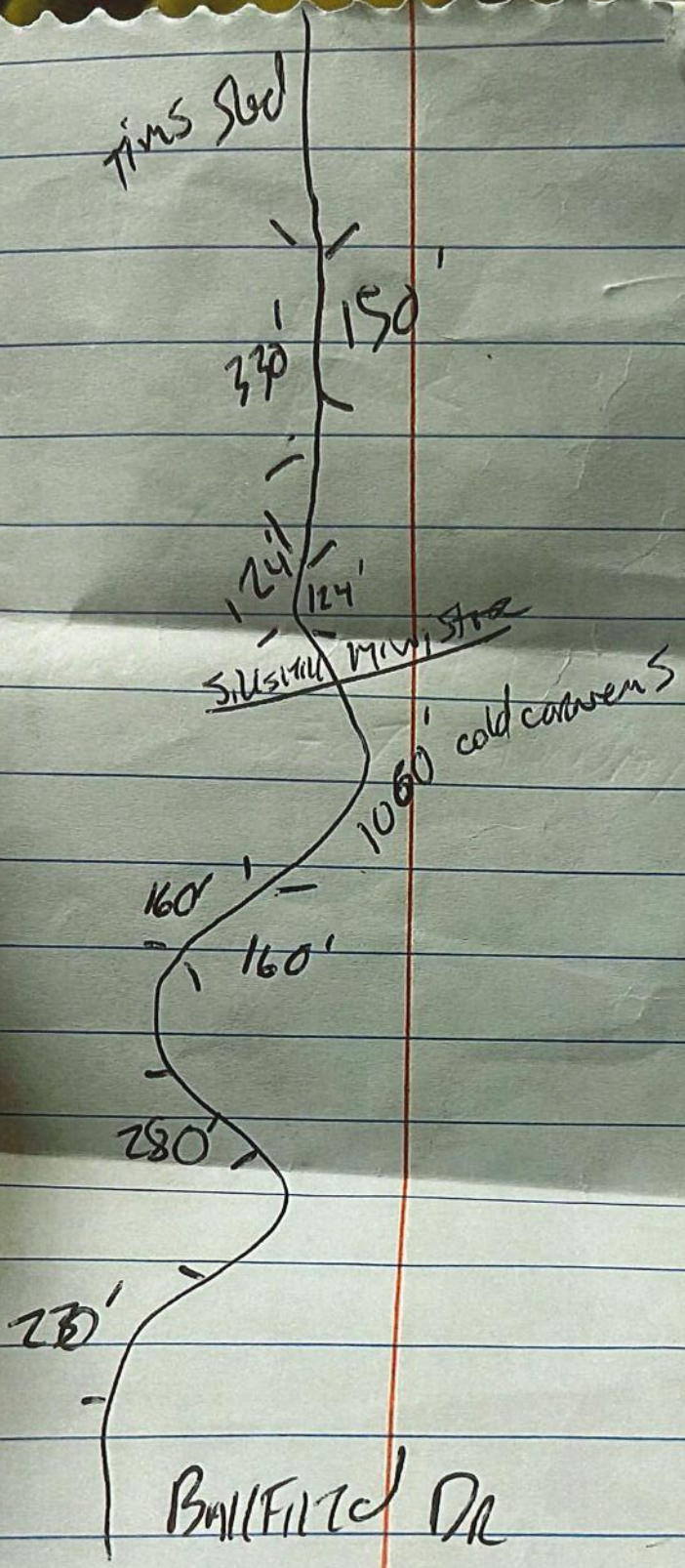
Recommended Award Amount:

District Staff Approval: (name) Logan Perron Date: 4-15-22

Note:
Projects may involve impacts to protected historic or archaeological resources. For more information, responsible parties are encouraged to contact the District staff.

Wheelock Budget FY 2023 Class 2 Roadway grant

A	B	C	D	E	F	G	H
			vendor	cost	measure	qty	total
1							
2	Materials						
3	Roadway materials - 4" Stamatt for resurfacing		Calkins	\$15.50	ton	1848	\$28,644.00
4	Ditch work - Erosion stone 3 - 8"		Sheffield Quarry	\$15.00	cu/yd	240	\$3,600.00
5	Ditch work - grass seed						\$15.00
6	Ditch work - straw bales for hydroseeding bank			\$15.00	per bale	8	\$120.00
7	Contracted						
8	Hauling stamatt & erosion stone		Lawrence Riendeau	\$115.00	hourly	61.25	\$7,043.75
9	Ditching quote		Lawrence Riendeau				\$8,700.00
10	Guardrail quote (\$33/linear ft + \$1,000/anchor - 2 anchors/section)		VT Recreation				\$104,394.00
11	Borrow Sheffield's hydroseeder (no charge)						\$0.00
12	Wheelock Labor						
13	Haul roadway materials, 14 yds/truckload			\$25.00	hourly	110	\$2,750.00
14	1 grader driver, with 2 town & 1 contracted trucks feeding			\$26.00	hourly	60	\$1,560.00
15	Wheelock Equipment						
16	Trucks, (\$129.12 in 2021; add 5% for fuel cost increase)			\$135.58	hourly	30	\$4,067.28
17	Grader (\$89.31 in 2021; add 5% for fuel cost increase)			\$93.78	hourly	24	\$2,250.61
18	TOTAL						\$163,144.64



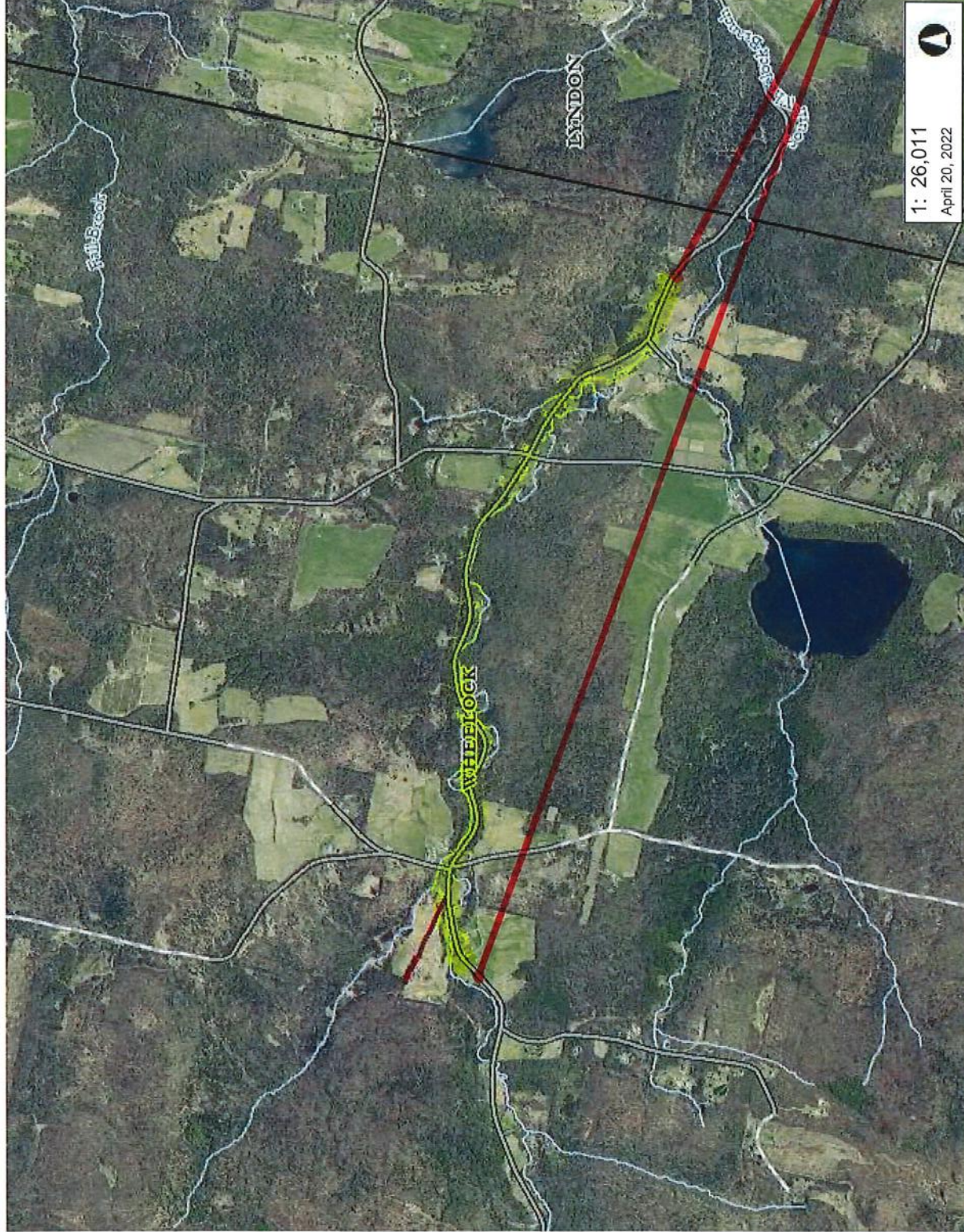
2618'



Wheelock - TH Class 2 Grant - S Wheelock Rd

Vermont Agency of Natural Resources

vermont.gov



LEGEND

- Roads**
 - Interstate
 - US Highway: 1
 - State Highway
 - Town Highway (Class 1)
 - Town Highway (Class 2,3)
 - Town Highway (Class 4)
 - State Forest Trail
 - National Forest Trail
 - Legal Trail
 - Private Road/Driveway
 - Proposed Roads
- Stream/River**
 - Stream
 - Intermittent Stream
- Town Boundary**

NOTES

Map created using ANR's Natural Resources Atlas

1: 26,011
April 20, 2022

1,321.0 Meters 660.00 1,321.0 Meters

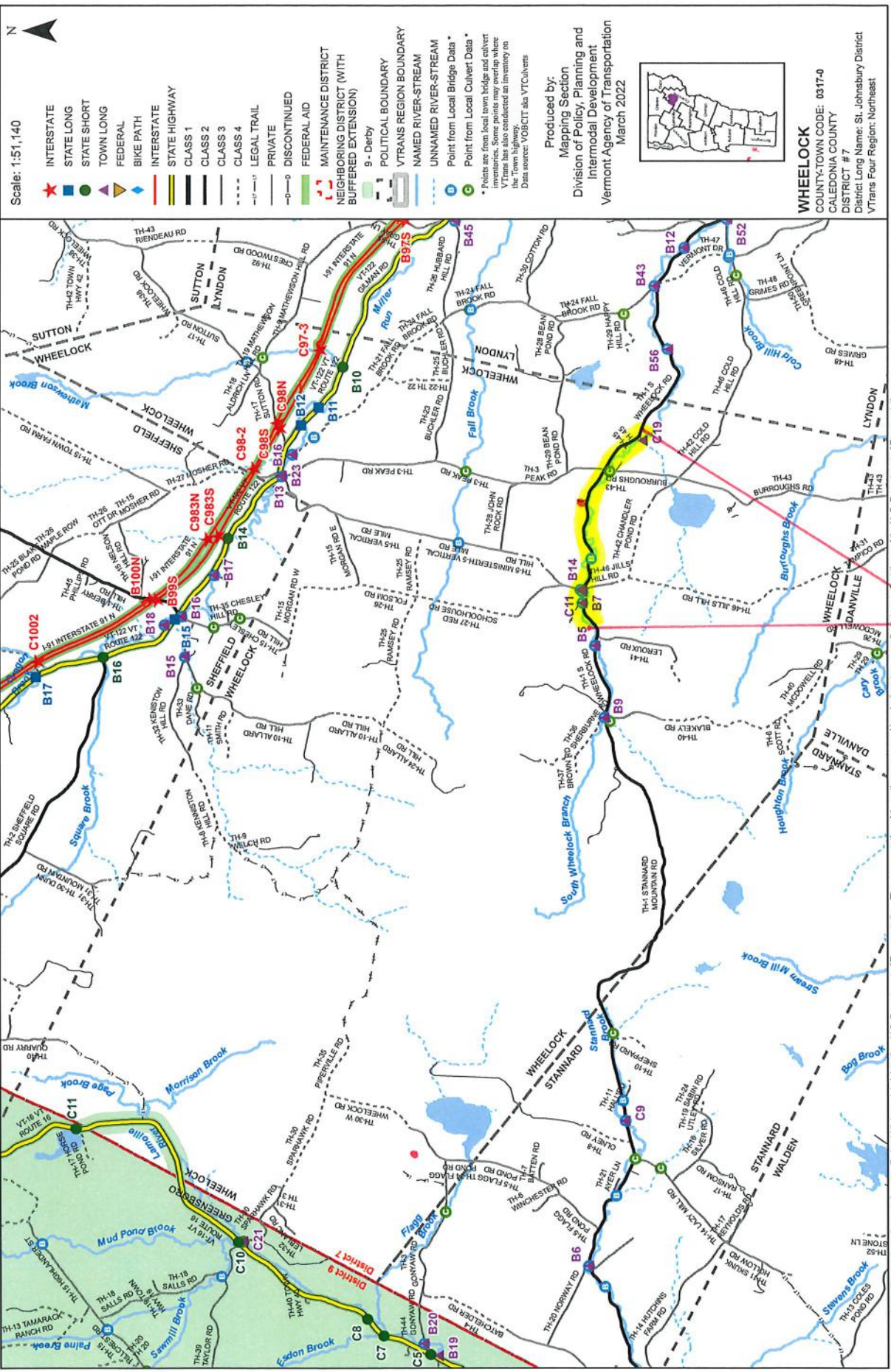
1" = 2168 Ft. 1cm = 260 Meters

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Vermont Agency of Natural Resources

PROJECT AREA



This map was funded in part through grants from the Federal Highway Administration, U.S. Department of Transportation. The representation of the authors expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.

TOWN HIGHWAY GRANTS ARCHAEOLOGY/HISTORIC REVIEW EXEMPTION RECORD

To be completed by the District Tech in conjunction with the Towns.
Check the appropriate exemption category from the boxes below.

Roadway Exemptions

- Rehabilitation of existing surface course and/or application of new pavement on existing gravel surface
- Sub-base improvements limited to the depth of the existing sub-base

Culvert Exemptions

- In-kind replacement of metal or tube culverts less than 50 years old in their existing location provided all work is done from the existing roadway
- In-kind replacement of liners on culverts less than 50 years old
- Re-establishing existing ditches

Town Name: WHEELLOCK

Road Name: S. WHEELLOCK RD.

District Signature & Date: Lynn A. Fera 4-20-22

**ATTACHMENT B
PAYMENT PROVISIONS**

The State agrees to compensate the Grantee for services performed up to the total award amount stated on the Grant Agreement Part 1 – Grant Award Detail of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

A close out report must also be submitted within 45 days of the project completion or end date of the Grant, whichever is first, documenting that the project has been completed and accepted by the Grantee (this is also on the VTrans TA65 form).

If the project is not completed before the end date of the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

All completed forms should be submitted to:

Name: Logan Perron
Title: District Project Manager
Address: Vermont Agency of Transportation
District 7
1068 US Rte 5, Suite 2
St. Johnsbury, VT 05819

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

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

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

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

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

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

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

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

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

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

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

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

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

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

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

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

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

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

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

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
7. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
8. **Supplanting:** If required, the Grantee will submit a Certification that funds will not be used to supplant local or other funding.
9. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (States, local governments, and Indian Tribes), 2 CFR, Part 220 (Non-Profit Organizations), or 2 CFR, Part 220 Educational Institutions (even if part of a State or local government) as appropriate for the Grantee's type of organization.
10. **Construction;** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
11. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.

12. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
13. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
14. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
15. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.
16. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
17. **Cargo preference act compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

ATTACHMENT E

The United States Department of Transportation

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*



Issue Date: 01/01/2022

Policy Number: P8302022

Certificate #: 27

CERTIFICATE OF COVERAGE

Company Affording Coverage

Named Member

Town of Williston
 Attn: Erik Wells
 7900 Williston Road
 Williston, VT 05495

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

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

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2022 - 01/01/2023	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2022 - 01/01/2023	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2022 - 01/01/2023	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2022 - 01/01/2023	\$50,000,000 Per Occurrence
Other: The State of Vermont and its officers and employees are included as an additional covered party (additional insured), but only in respect to the 4th of July Parade to be held on Vermont State Highway Route 2.		
Certificate Holder: State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	<p>This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above.</p> <p>Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.</p>	

Authorized Representative: _____



innovative
SURFACE SOLUTIONS 

Innovative Municipal Products (US),
Inc dba Innovative Surface Solutions

March 25, 2022

Town of Wheelock, VT

Attention: Dean Davis

Reference: **Price Quotation Valid from March 25, 2022 to September 30, 2022**

Thank you for the opportunity to supply your product requirements. We are pleased to offer you the following pricing for your consideration:

Product	Delivery Quantity	Delivery location	Total cost per unit delivered
ProGuard Mag	4300 gallons	Wheelock, VT	\$0.91/gallon

Innovative Surface Solutions, with US operations in Glenmont, NY, is one of the leading manufacturers, distributors, and marketers of surface maintenance products in North America. We provide a high-performance cold mix as well as a complete line of dust control and winter ice control products including PNS approved Magnesium Chloride.

We look forward to working together in order to assist you in fulfilling your surface maintenance requirements. Please be assured of our current and continued commitment to provide you with quality products and service.



innovative
SURFACE SOLUTIONS 

Innovative Municipal Products (US),
Inc dba Innovative Surface Solutions

Our terms are as follows:

1. All applicable taxes are extra.
2. Payment net 30 days of shipping or pick up date on approved credit.
All other sales Cash, Visa, MasterCard, American Express or Interac
3. All orders are to be placed through central customer service at
orders@innovativecompany.com or by calling 1-800-257-5808
4. Please allow appropriate lead order time for all deliveries.
5. Pricing FOB Ajax, ON or Glenmont, NY Warehouse location. All outbound freight costs are extra unless otherwise specified. Special requirements will be extra.
6. Quotes are valid for 30 days only as of the date of the quote letter. Quotes will be considered accepted when signed and returned to Innovative Surface Solutions.
7. Pricing subject to change upon 15-day notice, after quote is accepted.
8. A standard restocking charge of 25% will apply to all product returns plus inbound and return freight costs.
9. Any claim for defective material must be made in writing and received by Innovative no later than ten (10) days from receipt of delivery. Damages will be limited to the purchase price of the product alleged to be defective. Innovative shall not be liable for any indirect or consequential damages or for late claims

Again, thank you for the opportunity to supply your product needs. If you have any questions regarding this proposal, please do not hesitate to contact me.

Best Regards,

Michelle O'Dell

Inside Sales Support

By signing below, you are confirming you have authority to contract on behalf of your firm or agency, accept the quoted prices which you have clearly initialed on the first page and are in agreement with the above terms and conditions.

PLEASE RETURN BOTH SHEETS TO 518-729-5181

Print Name: _____

Title: _____

Signature: _____

Annual Volume Commitment: _____

Contract Expiry Date: _____ September 30, 2022 _____

Truline Land Surveyors



ST. JOHNSBURY, VERMONT
P: (802) 748-3946 F: (802) 748-3946 truline448@gmail.com



SURVEY QUOTE

Truline Land Surveyors, Inc.

448 Summer Street, Suite 102
St. Johnsbury, VT 05819
Phone/Fax: (802) 748-3946
truline448@gmail.com

ESTIMATE NO. 22083
DATE May 27, 2022
CUSTOMER ID WHEELOCK
EXPIRATION DATE 30 Days

TO: Town of Wheelock
PO Box 1328
Lyndonville, VT 05851

Property Survey, Sulphur Springs Cemetery, Wheelock, VT

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
CLARK	22083	50% Deposit / Balance 30 Days	N/A

HOURS	DESCRIPTION	RATE	TOTAL
Property Survey:			
8.00	Land Record Research of property & abutters (by Tech)	\$ 80.00	640.00
10.00	Property Survey of perimeter (2p. Crew)	\$ 160.00	1,600.00
8.00	Plot/Comps Field Data, Prep. Survey Plan (by Tech)	\$ 80.00	640.00
4.00	Plan Revisions / Project Review (by LS)	\$ 110.00	440.00
Potential Additional Costs (Required by rule):			
	Set / Replace Property Markers (2p. Crew)	\$ 160.00	(unknown)
	(unknown until completion of survey)		
Optional Service:			
	Blaze & Paint Property Lines (2p. Crew) (optional)	\$ 160.00	(unknown)
	(dependent on length of unmarked lines)		
Supplemental Charges:			
	Town Clerk Fees @ cost		
	Fileable Mylar Plan Copy @ cost	\$ 60.00	

Quotation prepared by: Shane B. Clark

SUBTOTAL	\$ 3,320.00
TOTAL	\$ 3,320.00

This is a quotation on the services named above, subject to the following conditions:
The above amounts are estimates only, the actual time spent on each item listed will be billed at the rates shown.
Current project schedule, 36 weeks after receipt of signed estimate (subject to change).

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Truline Land Surveyors



ST. JOHNSBURY, VERMONT
P: (802) 748-3946 F: (802) 748-3946 truline448@gmail.com

SURVEY QUOTE

Truline Land Surveyors, Inc.

448 Summer Street, Suite 102
St. Johnsbury, VT 05819
Phone/Fax: (802) 748-3946
truline448@gmail.com

ESTIMATE NO. 22084
DATE May 27, 2022
CUSTOMER ID WHEELOCK
EXPIRATION DATE 30 Days

TO: Town of Wheelock
PO Box 1328
Lyndonville, VT 05851

Property Survey, Wheelock Village Cemetery, Wheelock, VT

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
CLARK	22084	50% Deposit / Balance 30 Days	N/A

HOURS	DESCRIPTION	RATE	TOTAL
Property Survey:			
8.00	Land Record Research of property & abutters (by Tech)	\$ 80.00	640.00
8.00	Property Survey of perimeter (2p. Crew)	\$ 160.00	1,280.00
8.00	Plot/Comps Field Data, Prep. Survey Plan (by Tech)	\$ 80.00	640.00
4.00	Plan Revisions / Project Review (by LS)	\$ 110.00	440.00
Potential Additional Costs (Required by rule):			
	Set / Replace Property Markers (2p. Crew)	\$ 160.00	(unknown)
	(unknown until completion of survey)		
Optional Service:			
	Blaze & Paint Property Lines (2p. Crew) (optional)	\$ 160.00	(unknown)
	(dependent on length of unmarked lines)		
Supplemental Charges:			
	Town Clerk Fees @ cost		
	Fileable Mylar Plan Copy @ cost	\$ 60.00	

Quotation prepared by: Shane B. Clark

SUBTOTAL \$ 3,000.00

This is a quotation on the services named above, subject to the following conditions:
The above amounts are estimates only, the actual time spent on each item listed will be billed at the rates shown.
Current project schedule, 36 weeks after receipt of signed estimate (subject to change).

TOTAL \$ 3,000.00

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

VERMONT OLD CEMETERY ASSOCIATION - GRANT APPLICATION

DATE OF APPLICATION **May 5, 2022** ANTICIPATED COST OF PROJECT **\$1,125.00**

NAME OF TOWN **Wheelock** NAME OF CEMETERY **West Wheelock Cemetery**

NUMBER OF STONES TO BE REPAIRED/RESET/OTHER **Fill in sunken graves and mow twice in 2022. Any leftover funds will be used to manually reset stones upright (no concrete will be used) in the Village Cemetery.**

INDIVIDUAL OR GROUP REQUESTING THE GRANT **Wheelock Selectboard and Wheelock Cemetery Task Force**

SIGNATURE OF INDIVIDUAL RESPONSIBLE FOR FUNDS *Ann Lawless* **Ann Lawless, Selectboard Chair**

ADDRESS **Town of Wheelock
PO Box 1328, Lyndonville VT 05851**

PHONE NUMBER **Ann home 802-626-3109. Town office 802-626-9094**

EMAIL ADDRESS alawless@townofwheelockvt.org
wheelocktown@gmail.com **Town Clerk/Treas. Vanessa Seguin**

BRIEF DESCRIPTION OF WORK TO BE DONE **Fill in sunken graves and carefully mow, if possible, or brush hog to prevent the brush from growing up again. Mow again in fall 2022. The plan is to get it into mow-able condition so it can be maintained in the future. The town will put this project out to bid ASAP. One gentleman from Greensboro Bend who as a volunteer helped cut brush there in 2021 has expressed interest and we are getting in touch with him to invite him to bid. If any funds are left over, we plan to hire Perkins Property Management, at \$45 per hour to manually straighten and reset stones in the Village Cemetery on Rte. 122. They are under contract to mow in 3 town cemeteries, but do not want to take equipment to W Wheelock Cemetery which is on a Class 4 road. Please see next page.**

NAME OF INDIVIDUAL OVERSEEING THE PROJECT **Paul Tomasi, Cemetery Task Force Chair & Ann Lawless, Selectboard**

NAME OF PERSON/PERSONS AND/OR BUSINESS COMPLETEING THE PROJECT WORK **To be determined**

IS THE TOWN GOVERNMENT AWARE OF THIS PROJECT? **YES** DOES IT APPROVE? **YES**

IF NO, WHY _____

SIGNATURE OF APPLICANT INDICATING PROJECT COMPLETION _____ DATE _____

DATE OF PROJECT COMPETION _____ ACTUAL COST OF PROJECT _____

VOCA USE ONLY: SIGNATURE OF VOCA GRANTS ADMINISTRATOR APPROVING GRANT:

_____ DATE _____

AMOUNT _____ **BEFORE PICTURES RECEIVED** Yes No

DATE OF COMPLETION _____ ACTUAL COST OF PROJECT _____

SIGNATURE OF VOCA GRANTS ADMINISTRATOR APPROVING PAYMENT _____

DATE _____ AMOUNT _____

AFTER PICTURES RECEIVED Yes No

SIGNATURE OF VOCA TREASURER _____ DATE _____

CHECK NUMBER _____ DATE _____

West Wheelock Cemetery Background

Wheelock, a town of 760 people in Caledonia County, has 10 cemeteries, 5 of which are confirmed to be town owned, including the West Wheelock cemetery, the most remote. In 2019, Wheelock voters turned over responsibility from elected Cemetery Commissioners to the Selectboard. In 2020, the Selectboard appointed a volunteer Cemetery Task Force (CTF). It began determining ownership, assessing the needs of all the town cemeteries, and working with the town to determine the uses for 1 of 4 cemetery fund accounts. In March 2022, after legal counsel, the Selectboard approved splitting the problem account between the cemetery checking account (unrestricted) and the endowment account (restricted). In May 2022, the Selectboard approved the CTF 2022 priorities:

- Definitively identify ownership of all cemeteries in the Town of Wheelock
- Develop a needs assessment of each Town-owned cemetery. These assessments shall include a list of short-term items to be addressed as well as long-term activities for all town cemeteries.
- Develop budgets for the needs assessments.
- Develop a Town of Wheelock Cemetery Policy that outlines the procedures for procuring a plot through laying someone to rest. (Guidelines for cemetery access and maintenance will also be developed.)
-

West Wheelock Cemetery is the town's most remote closed cemetery. The Task Force began assessing and planning there in May 2020, and a volunteer workday was organized. A gentleman from nearby Greensboro Bend, Chuck Hill, participated and offered to continue to cut brush over the winter of 2020-2021. Most, but not all the area was completed. Despite these extensive clearing efforts, the brush rapidly regrew and much of the work had to be redone, which is why the careful brush hogging is still needed. In spring 2021 the Alexander family, which has a camp nearby, removed all the cut brush to a neighbor's land, who gave permission. In fall 2021, CTF organized a second workday and 15 people participated. The brush cutting was completed and the brush hauled away. CTF will continue to provide volunteer efforts with labor and small tools, but along with the Selectboard, feels it is safer to contract out work with heavier equipment to someone with insurance.

In summer 2021, at CTF and Selectboard request, Joan Alexander came and trained 2 local volunteers in techniques for cleaning stones. Work took place in the Village and South Wheelock Cemeteries.

In May 2022, the Selectboard posted a bid request to survey the boundaries of Sulphur Springs (the only active cemetery) and the Village Cemetery.

In May 2022, CTF has organized a volunteer workday at the Drown Cemetery, including engaging students at Millers Run School that serves Wheelock and Sheffield. The Drown Cemetery is remote and very close to the Sheffield boundary. There are small whips growing up that must be removed so it can be mowed.

VOCA GRANT REQUIREMENTS

1. All grants **must** be **preapproved** by the Grants Administrator. The Grants Administrator is solely responsible for approval of grant applications. No other VOCA member can approve a grant application.
2. Grant funds will **NOT** be paid for work that has been completed before an application is approved.
3. If a grant application is rejected you will be notified with an explanation from the Grants Administrator.
4. VOCA only awards grants for cemeteries in the state of Vermont.
5. Grant applications must be in duplicate.
6. Grant applications must include photos showing need. Typically six to eight photos is sufficient.
7. A grant application may be rejected for the sole reason that VOCA has insufficient funds at the time of the application. If this occurs the applicant may resubmit the grant application the following year.
8. An approved grant must have all work completed within one year of its approval date on the grant form. An approved grant is canceled one year from its approval date, if the conditions of the grant have not been completed and approved by the Grants Administrator in that time. See requirements nine through thirteen for details on how to receive completion approval.
9. When a grant application is approved one copy will be returned to the requesting party. This copy **must** be **returned** when the work is completed.
10. Upon completion of the project the completed grant form must be accompanied by photos showing the work done.
11. Upon completion of the project the completed grant form must be accompanied with a detailed description of the work done on each stone. Information to be included is, if legible name and dates on the stone. Work done would be but not limited to straightened, leveled base, new base, repaired broken stone, reset stone, straightened stone, etc. For example: Headstone repairs for John Doe 1796-1834. Leveled base, reset stone, and mortared break. Head stone repairs for Jane Doe died 7-24-1832, straightened stone and reset in ground.
12. Upon completion of the project the completed grant form must be accompanied by copies of all paid bills.
13. VOCA will only pay the person or organization responsible for the funds, not the contractor.
14. VOCA has a county representative in each county who may be able to help you with any questions about VOCA and our grants. They may be requested by the Grants Administrator to look at a cemetery you are making a grant request for, or after completion before the grant is paid. **PLEASE NOTE:** county representatives cannot approve a grant or make statements suggesting approval of a grant. See requirement number one.
15. VOCA will pay for repairing, leveling, straightening, base work on stones and filling sunken graves. VOCA may pay for removing threatening trees, and cutting brush if necessary to repair stones as long as it is specifically requested in the grant application
16. VOCA will **NOT** pay for cleaning stones, new stones, or repairing fences.
17. VOCA ENCOURAGES the use of volunteers whenever possible. Work by professionals is very expensive and VOCA's maximum grant is \$750.00 per municipality or private cemetery association. Grant applications with volunteer work are given priority over professionals. Please include any and all volunteer labor that will be done in the cemetery or cemeteries in your municipality or association. Include the volunteer labor even if the grant is for one cemetery and the volunteer labor is occurring in another cemetery within the municipality or association.
18. VOCA requires a monetary match of one dollar by the town or organization applying for the grant for every two dollars that VOCA pays.
19. Please mail complete grant applications to Dianne Leary, 4670 Greenbush Rd, Charlotte, VT 05445 or email the
1) application, 2) estimate if professionals are doing the work, or a copy of estimates for materials, if it is an all-

volunteer work project, and 3) photos to dleary123@yahoo.com and please reference VOCA in the subject heading. Grants must be submitted in their entirety. Items required are: 1) grant application, 2) estimate if any professionals are doing the work, or a copy of estimates for materials, if it is an all-volunteer work project, and 3) photos of 6-8 stones that will be repaired. **NOTE:** grant application requests submitted without all required paperwork will be returned and not considered for a grant award.

TOWN OF WHEELOCK
P.O. BOX 1328
LYNDONVILLE, VT 05851
802-626-9094 (phone)
802-626-8894 (fax)
wheelocktown@gmail.com

REQUEST FOR BID
WEST WHEELOCK CEMETERY

MOWING (IF POSSIBLE) OR BRUSH HOGGING

The Town of Wheelock seeks bids with respect to mowing (if possible) or brush hogging at West Wheelock Cemetery and filling in sunken graves. Mowing (or brush hogging) is to be done twice in 2022 prior to winter.

Bids must be received by 5:30pm on _____. Please include a copy of current certificate of insurance. Bids must be in a sealed envelope (no email) and can be mailed to: Town of Wheelock, PO Box 1328, Lyndonville VT 05851 or delivered to the Town Clerk's Office at 1192 Route 122 during office hours. Please write "BID" on the outside of the envelope.

Internal Financial Controls Checklist for Municipalities – Cities and Towns
 Document referenced in 24 V.S.A. § 1571(d)

	Yes	No	Don't know	By whom
Are all town account records currently maintained by one individual?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Do you reconcile bank and ledger balances monthly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Assnt TC Duty ASOE 2023-Jan
Are checks always written to specified payees and not to cash?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the same individual open the mail and deposit checks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are pre-numbered checks used for all bank accounts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are unopened bank statements delivered directly to the treasurer as received?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	by email to treasurer
Do you always provide a numbered receipt for any cash payment made to the town?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Have select board members attended financial trainings?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Are bank statements reconciled on a regular basis?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does someone other than the treasurer review bank reconciliations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	treasurer, Assnt + Aud
Have you deposited town monies anywhere other than a town account?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Have you deposited any non-town monies into a town account?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is interest in town accounts apportioned to each account?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Have there been any changes in authorized signatures during the fiscal year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Has a signature stamp ever been used for any town account	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Has there ever been a theft, or unauthorized use of town funds or equipment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are financial records maintained in a computerized system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the town have written policies and procedures for financial operations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does each town official have copies of these policies and procedures?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Kept in clients office
Have you attended trainings on recordkeeping?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are checks written by the same individual who approves payments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	treas writes checks - SB authorizes
Are you a participant in any business which does business with the town?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Do you maintain separate pages, columns or running balances for each fund?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Do elected town auditors attend financial trainings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	unknown
Are bank accounts and fund balances reconciled on a monthly basis?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the town loan money to town employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

As a signer below I certify to the best of my knowledge that the answers provided in this self-assessment questionnaire are an accurate representation of the operation of the Town/City of Whedock, Vermont.

Preparer: (signature) Vanessa Seguin (printed name): Vanessa Seguin Title: Treasurer

Received by Select Board (signature): _____ on (date): _____

**Town of Wheelock
Select Board Minutes**

Draft for distribution - Tuesday, June 7, 2022, 6pm
In person at Town Hall

Present: Ann Lawless (chair), Jim Blackbird, Mike Richardson

Several guests are present including Mark Buonanno (highway supervisor), Bobbie Jo Norcross, Richard Norcross, Russell Poulin, Carol Rossi, Karen Geraghty (NCIC), Wendy Bora, Brian Greenwood, Vanessa Seguin (Town Clerk); Via Zoom Linda (?).

6:05 pm: Chair called the meeting to order.

Changes or additions to the agenda: After Carol's presentation, move #7 up to discuss ADA grant plans while Karen is here. Add to agenda: Review any architect bids. Move Town Meeting warning up.

Thank you to volunteers at the cemetery workday on May 21st at the Drown Cemetery who did an awesome job; Paul Tomasi, C.J. Scott, Liz Muckerman and two others (?). Also, thanks to those who set out flags for Memorial Day; Patti Baker and Liz Muckerman. Patti is also researching all of the gravestones in the Village Cemetery to determine all who should have markers. The Wheelock Community Initiative thanks the SB for the use of the town hall for the town yard sale.

Roads:

1. Report of Highway Supervisor Mark Buonanno. The road crew has been making more progress on the roads; ditching and clearing out culverts. MB raises the topic of the previously discussed pole shed to store the loader at the gravel pit. He anticipates the cost of this structure should be somewhere between \$5-\$10k. JB states they have the 8x8's from the pavilion – so the town won't have to purchase those. The anticipated cost would be for materials and an electrician to bring power over from the transfer station. AL agrees it is always a good idea to protect the investment of equipment. She also wonders where the money would come from. JB asks if ARPA money could be used; VS clarifies there is no restriction on ARPA money, at this time. MR agrees the building makes a lot of sense, saving wear and tear on the equipment. MB offers to make up 2 estimates of what the building will cost at current inflated prices – to include doors and retaining blocks to hold back erosion behind the structure. AL makes a motion in support of plans to develop a shed for the loader, near the sandpile. JB seconds the motion. Voted unanimously.

MB is wondering if the Municipal Roads Grant could be used to fund repairs to Minister Hill Road; this is currently a class 3 road. To make the road plowable/class 4 would require a lot of work/money. However, dealing with the erosion which is making the road impassable could be accomplished with the proposed grant money. MB will be meeting with Doug Morton on the 14th to discuss the qualifying projects for this grant. Wendy states the road doesn't need to be plowable in the winter as it drifts a lot. Until the past four years it had been maintained so it was passable during the non-winter months. MR makes a motion to maintain the road in the way MB has

suggested. JB seconds the motion. Voted unanimously. MB asks if Doug does not approve this project for the grant for that stretch of the road, does the town want to put time and effort into the road. JB says start with dense grade and see where we are at; something must be done. VS clarifies; if project is not grant funded, the dense grade will come out of the gravel budget? JB asks how much gravel is left. MB there is currently 17 loads in the gravel pit, and 24 remaining of the 30 additional loads waiting at Simpsons to be picked up. JB asks VS how much is left in the staymat budget: \$4,900 of the \$8200 has been used. JB suggests some of this could be used on this project. AL states there is also \$7,400 remaining from a road grant from last year which could be used for this project.

AL has checked with Shauna Clifford on the South Wheelock Road grant. It hasn't been awarded yet, but she is pretty sure it is going to happen; suggests they might want to move forward with planning. MB is wondering about availability of guardrail installation contractors.

MB states the Sulfur Spring Cemetery Rd. can be difficult and unsafe for the plow truck to turn around. He asks if the turnaround could be changed so truck was plowing straight up and then turning around, making it much safer. AL states the timing of this request is good as there is a bid out to have the cemeteries surveyed. 7:30 MB leaves.

2. Vote to submit letter of intent to apply to FY 2023 Municipal Roads Grant in Aid program. The initial offer is \$11,000, then our 20% match. \$2,750. So, we could plan for a \$13,750 project to address the neediest road sections in our Road Erosion Inventory. No vote was made.

Visitors:

Carol Rossi: Carol thanks the SB for letting her come. She is here to ask that the board take action on the town hall accessibility project based on the votes of the people on town meeting day. She wants to clear up what she feels is a terrible misinterpretation of the votes. On town meeting day 155 people voted on the articles related to the accessibility project there were 13 left blank, so that means only 142 voters. Of those, 56 indicated they preferred option 1; 56 indicated they preferred option 2. This means 112 cast a positive vote either option 1 or 2, leaving 30 no votes. Carol interprets this information as there is a majority of the voters who want a larger town hall project. Carol is asking the SB to pass a motion tonight. AL comments. She first thanks Carol for her comments. She states she herself voted yes for both article 1 and 2, because she didn't want either of them to go down. The SB spent a lot of time try to figure out how to write the articles for Australian Ballot, it was very challenging. All votes had to be yes/no, we could not ask for an either/or and we couldn't have any discussion. She worked hard on both town hall committees and is sad and disappointed. But also feels the ship has sailed. The listening session and public hearing demonstrated there is just not sufficient support for the larger projects. Carol states she is here to try to bring the SB back because there was a huge loud immediate outcry that this vote failed – and it did not. The SB got information that they did not have before, 112 votes positive votes; 85 people who wanted construction documents in. Carol has chosen the smaller option. BJN asks how many times we are going to go around about this. Carol says this is the first time the voters have demonstrated with positive votes for a larger project. Carol asks the SB to warn a special town meeting for August 9th to hold an Australian Ballot vote to authorize the issue of bonds for notes for the town of Wheelock in an amount not to exceed \$1,100,000, subject to reduction from and

federal grant-in-aid, for the purpose of rehabilitation of the Wheelock Town Hall, the estimated cost of such improvements being \$1,000,000. She focused on this smaller project because SB and listers have been working for years to prepare for this. We have had \$30,000 in the budget approved each year that can be used for the loan. Just this year during their annual reassessments the listers have added to the grand list property values which will cover an additional \$20,000 in additional loan payments, with no increase in the tax rate. Action on the request is time sensitive; if the vote fails on August 9th there can be another vote in November. AL thanks Carol for her request. AL suggest before the SB takes action on this request; they ask Karen G. about the Accessibility Modification Planning Grant.

Karen thanks the SB for inviting her back. The Accessibility Modification grant would be for up to \$100,000. Carol's request and the DOJ's accessibility requirements are on two different tracks. The grant proposal is due in September. She suggests; with the basic list of modifications suggested by the DOJ, that would bring the building into compliance, convene a group consisting of someone from Historic Preservation, an architect of the town's choosing, the Fire Marshal and someone from the DOJ. Have a meeting and go through and outline the basic requirements to bring the building up to accessibility modifications now. Essentially right now the town is operating illegally, against federal law. The DOJ has been very understanding, but there may come a time when the town loses control of the direction of the modification process. Karen feels there are two paths being discussed; one which requires a much more immediate solution – like within the next 9 months. The other speaks of the future to the town and needs more consideration, the voting bears more scrutiny and discussion for the town. Karen feels the town is not going to get to the solution the DOJ requires through Carol's plan, though accessibility modification would be achieved through a larger plan as it is required. She does not think that right now with where the community is in terms of its view of the larger picture, the town can't hold hostage the accessibility modifications that need to happen now in order to get to that larger plan. Karen suggests before even applying for the grant, convene the group of professionals and walk through the building with the DOJ and ask what is minimally needed to meet requirements and codes. Once all those modifications are in place the town can take time to look at and develop the larger picture for the future of Wheelock. However, right now the town is under a significant timeline to meet the DOJ's accessibility requirements. Carol asks for clarification – all the DOJ is requiring is a bond vote this year; so let's just plan a vote. Karen says her understanding was there was a checklist with a deadline, which has gone by. Requirements for a bond vote would be relative to voters approval of a larger project. VS reads the DOJ letter. MR asks if anyone is going to make a motion to have a bond vote. AL and JB state no they are not. MR thanks Carol for her efforts, he asks her to understand the SB needs to focus on the accessibility requirements. Carol asks if the SB has a report from Department of Public Safety as to the requirement to replace the door nearest the ramp. She also is asking for assurance there will be permits pulled for all aspects for the proposed modifications. The SB assures her permits are required by law. Carol states she is devastated the SB is throwing away 15 years of work.

AL asks if there were any bids for an architect; VS states there were none submitted. Karen feels the bid request was not specific enough. Also, the bid request was not sent to Bill Gallup (he was not interested in being the project manager). The concern is that an architect will need to also be the project manager. Richard states this is the responsibility of the inspectors; project managers get \$100,000+.

Bids will include the oversight/supervision of each contractor, and each aspect of the project is inspected as this is a commercial building. MR is concerned if the town opts to apply for the accessibility grant the project will be pushed out another year, due to scheduling contractors. JB recalls that last meeting the SB voted to use ARPA money to pay for the ADA modifications. MR asks if the town can get construction bids before applying for the grant. Karen states construction bids can't be posted until the grant is approved. Karen states there is a waiver to recover preapproval costs. Next steps: Hire architect to draw design to meet DOJ requirements, using the \$16,500 set aside for construction documents. Convene meeting of professionals (architect, Fire Marshal, Division for Historic Preservation, someone from the DOJ). MR makes a motion to engage Mr. Gallup to develop a plan for the lift and the bathroom. JB seconds the motion. AL confirms with Karen that the architect should come up with a plan. Voted unanimously.

7:40 JB states it is late – can we just adjourn until next month? AL lets do the essential things.

Business:

3. Procedure for hiring temporary workers. VS states VLTC requires drug testing. If one has a medical card for their CDL, they have had drug testing. Tabled.
4. Vote to add Damon Smith to list of temp employees. He needs to fill out application paperwork. VS noted he has not done this.
5. VOCA grant; vote to apply for funds to assist with brush hogging and filling in sunken graves at W Wheelock Cemetery. MR makes a motion to apply for funds from VOCA to assist with the brush hogging and fill in sunken graves in West Wheelock Cemetery. JB seconds the motion. Voted unanimously.
6. Vote on draft bid request for W Wheelock Cemetery. Tabled.
7. Any other grants updates. None discussed.
8. Vote on signing Passumpsic Bank loan paperwork (to be provided at meeting). AL makes a motion to sign the Passumpsic Bank loan paperwork. JB seconds the motion. Voted unanimously.
9. Approve warning for special town meeting. AL clarifies the reason the special town meeting is needed is to repurpose the money in the GarageReserve Fund for the current garage reading the draft warning:

ARTICLE 1. Shall the voters of the Town of Wheelock repurpose the existing Town Garage Reserve Fund, which was originally established to address the needs for a town garage, to now be used for the broader purposes of both funding upgrades and repairs to the existing town garage and needs for a future garage?

OR

ARTICLE 1. Shall the voters of the Town of Wheelock re-appropriate an amount not to exceed \$55,000 from the Town Garage Reserve Fund to fund repairs and upgrades to the existing town garage?

ARTICLE 2. Shall the voters of the Town of Wheelock re-appropriate any remaining funds in the Town Garage Reserve Fund, thus closing this fund, by adding the such remaining funds to the Equipment Reserve Fund?

MR makes a motion that we utilize option number two for Article 1 and include Article 2 on a warrant for a special town meeting to be held on Monday July 11th. AL seconds the motion. Voted unanimously.

10. Discussion: National Flood Insurance Program - tabled

11. Accept unlicensed dogs list as required by 20 VSA Sec 3621. JB makes a motion to accept the unlicensed dog list. AL seconds the motion. Voted unanimously.

12. Appointments, if any, Communications Union District alternate, Planning Commission. JB makes a motion to appoint Eileen Boland as Communications Union District alternate. MR seconds the motion. Voted unanimously.

Richard raises the concern that the listers are just now adding to the grand list simply to support the town hall project agenda, wondering why these property upgrades weren't found previously. JB explains that is a normal occurrence as there is no zoning, thus no notification of improvements or building within the town.

Administrative:

13. Approve monthly financial reports. MR makes a motion to adopt the monthly financial reports. AL seconds. Voted unanimously.

14. Adopt minutes of prior meetings 4/21 ARPA Committee 5/3 Selectboard 5/19 Selectboard. MR makes a motion to adopt the minutes of prior meetings. AL seconds. Voted unanimously.

Correspondence:

VMERS (retirement program) rate increase notification

Carol Rossi letter of 6/3/2022

Adjourn:

8:07 pm JB makes a motion to adjourn. AL seconds. Voted unanimously.

The SB members decide unanimously to continue the meeting to open the cemetery survey bids. Cemetery survey bids: from Truline - \$3200 for Sulfur Springs and \$3000 for Village cemetery. Both surveys need to be done. AL makes a motion to accept both Truline bids. JB seconds. Voted unanimously.

8:09 pm JB makes a motion to adjourn. MR seconds. Voted unanimously.

Selectboard signatures:

Town of Wheelock, Cemetery Task Force (CTF)
Meeting Minutes
Wheelock Town Hall
April 19, 2022

Attendees: Liz Muckerman, CTF; and Paul Tomasi, CTF

The meeting was called to order by Paul Tomasi (Chair) at 4:31pm.

Liz visited three private cemeteries – Horne, Ramsey, and Shattuck. Clean-up activities could be promoted through town website.

West Wheelock – is someone actually paying taxes, which would make it private. Someone should look into that.

When bidding out the survey for Sulphur Springs, the Select Board should ask for a separate cost to do the Village Cemetery.

Drown Cemetery – Paul will contact CJ Scott about a site visit prior to the scheduled work day to assess the number of people needed and the amount of work. It was suggested we bring markers to attempt to identify the boundaries. Paul will contact CJ to confirm whether or not Miller’s Run has agreed to the workday.

A motion was made and 2nd to adjourn the meeting, Motion Approved. Meeting adjourned at 5:27pm.

Minutes submitted by Paul Tomasi