

TOWN OF WAITSFIELD
SELECTBOARD MEETING
Monday, July 8, 2024
6:30 P.M.

Please see note below for access

- I. Call to Order: 6:30 PM**
1. Agenda additions, removals, or adjustments per 1 V.S.A. § 312 (d) (3) (A).
- II. Regular Business.**
1. Liquor Permit Applications: Outside consumption permit - Mad Events
 2. Approve statement of consent for Green Mountain Stage Race to use town roads
 3. Set tax rate for FY 2025
 4. Review and approve MPG contract for Village Master Planning contract with SE Group
 5. Wastewater update
 6. Hiring Update
 7. Consent Agenda:
 - a. Consider Approving the Minutes of 6/24/24
 - b. Bills Payable and Treasurer's Warrants
 8. Selectboard roundtable. (10 +/- min.)
 9. Executive Session
 - a. Enter Executive Session pursuant to 1 V.S.A. § 313 (a) (3) [Personnel]
 - b. Pursuant to 1 V.S.A § 313 (a) (1) find that premature general knowledge of confidential attorney- client communications made for the purpose of providing professional legal services to the public body would clearly place the public body or a person involved at a substantial disadvantage
 - c. Enter Executive Session pursuant to 1 V.S.A. § 313 (a) (1F) [Confidential attorney-client communications]
- V. Other Business.**
1. Correspondence/reports received - Neck of the Woods
- VI. Adjourn.**

***PLEASE NOTE: Public Access to this meeting will be hybrid, remote via Zoom or in person at the
Waitsfield Town Office. For remote access, please use the following link:**

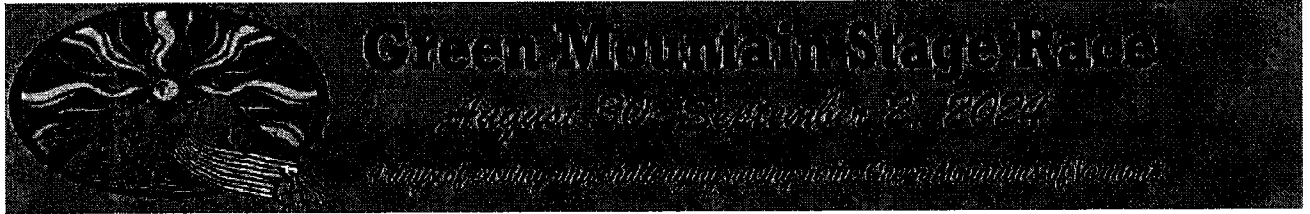
<https://us02web.zoom.us/j/82056117089>

Meeting ID: 820 5611 7089

By phone: 1 (929) 205-6099

Anyone wishing to speak can do so during the designated times, as indicated by the chair.

ALL TIMES ARE APPROXIMATE



P.O. Box 1172
Waitsfield, Vermont 05673

Phone: (802) 279-2457
E-Mail: Gary@GMSR.INFO

June 27, 2024

Waitsfield Select Board
RFD Box 390
Waitsfield, Vermont 05673

Sent Via Email

Dear Select Board Members:

I am writing to seek the Town of Waitsfield's consent to Stage 1 of the 2024 Green Mountain Stage Race in Waitsfield. The Green Mountain Stage Race is a four-day event that will bring 700+ racers plus 700+ family and friends from around the U.S., Canada, and Europe to the Mad River Valley.

On Friday August 30, we plan to start racers in Warren village, and they will travel up the Brook Road to the East Warren Road and finish at the intersection of the East Warren Road and the Waitsfield Common Road. This race will be an individual time trial, which means that each racer will start one at a time at thirty-second intervals and are not allowed to draft. Racing will begin at 8:30 AM and continue until approximately 2:30 PM. There will be breaks for lunch and between fields as well as to allow the school buses to pass.

We will direct racers to ride single file back on the East Warren Road rather than through Waitsfield village. We will have race officials on motorcycles patrolling the course to monitor finished riders returning to Warren and will penalize those who do not ride single file.

On Sunday September 1 the race plans to travel east on Rt. 17 to Rt. 100 and head south to Warren. The race will be "neutral" until it has passed the Eagles Resort property. This means each of the 9 fields will travel as a compact group with the speed controlled by the official in the lead vehicle. Speed will be between 15-20 mph and racing will only start once past the Eagles. The first field will go off at 8:00AM. This first field is an open citizen's event and will have 30 minutes head start on the first stage race field, which will begin at 8:30AM. The remaining 8 fields will start at approximately 10-minute intervals until the last

field, which will start at 10:15AM. All racers should be clear of Waitsfield village by 10:45AM.

We are proud of the high level of safety that we offer to racers, spectators, and other road users alike. This year we plan to have Vermont State Police Troopers or Sheriffs lead all fields of racers and additional County Sheriffs or marked traffic marshals on the course at key intersections to control traffic. We also have EMS personnel in vehicles with race fields and on some days, EMS will have an ambulance standing by on the course. Notice of the events will be provided through road signs, press releases, and radio announcements.

I have enclosed an insurance binder naming the town and a consent form for your signature. If you have questions or concerns about either of these events, please contact me at (802)279-2457. I would be happy to meet with you if you would like to further discuss this year's event.

Thank you once again for your continued support of this important event for the Mad River Valley economy.

Sincerely,

A handwritten signature in cursive script that reads "Gary Kessler".

Gary Kessler
Race Director

Green Mountain Stage Race
Green Mountain Stage Race, LLC
P.O. Box 1172
Waitsfield, Vermont 05673

(802)279-2457

Statement of Consent to use Public Roads

The Town of Waitsfield consents to allow Green Mountain Stage Race, LLC to hold Stages 1 and 3 of the Green Mountain Stage Race on August 30, and September 1, 2024 and in so doing to use the public roads in the town that are a part of the course.

This consent is given with the understanding that Green Mountain Stage Race, LLC will provide Police, Emergency Medical Services, and Volunteer Marshaling as necessary.

In addition, the town has been named on a 3rd party insurance policy provided by the United States Cycling Federation.

Authorized Signature _____

Date _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Fairly Consulting Group, LLC		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 attached endorsement CG 20 26 (12/2019).

Event Number: 2024-9542
 Event Name: Green Mountain Stage Race
 Event Location: Randolph, VT
 Event Date(s): 08/31/2024, 09/02/2024, 08/30/2024, 09/01/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

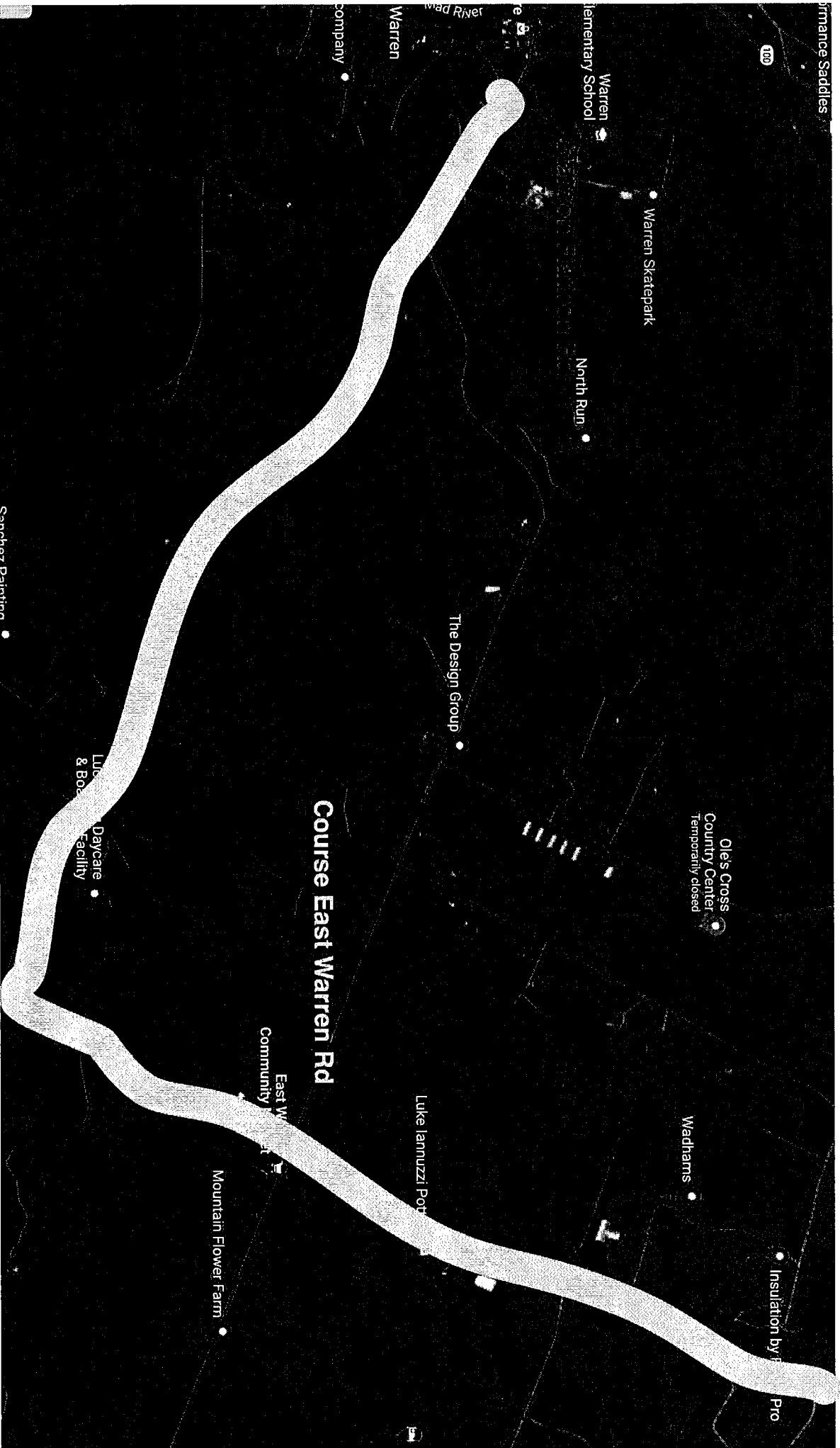
- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Zimbra

townadmin@gmavt.net

Fwd: Neck of the Woods ARPA Grant Update

From : TOWN OF WAITSFIELD <waitsfieldselectboard@gmavt.net>

Fri, Jul 05, 2024 11:17 AM

Subject : Fwd: Neck of the Woods ARPA Grant Update**To :** townadmin@gmavt.net

From: "Betsy Jondro" <betsy.jondro@gmail.com>**To:** waitsfieldselectboard@gmavt.net**Cc:** "Moulton Moie" <mmoulton@neckofthewoodsvt.com>, "DeFreest Katie" <kdefreest@neckofthewoodsvt.com>, "Reid Doug" <douglas.s.reid@gmail.com>, "Donaldson John" <donaldson@gmavt.net>, "Weir JB" <jbweir11@gmail.com>, "Ciappenelli Rob" <rciappenelli@gmail.com>, "Karl Klein" <karl@madrivier.com>**Sent:** Tuesday, July 2, 2024 3:25:22 PM**Subject:** Neck of the Woods ARPA Grant Update

I wanted to share with the Waitsfield Selectboard an update on the \$25,000 ARPA funding granted to Neck of the Woods. We have not filed for any reimbursement yet as we have not begun construction of the kitchen.

Neck of the Woods Project Update as of July 1, 2024

We became a Head Start of Vermont Center in Fall of 2023. We currently have 5 infants that participate in the Head Start program and we are expecting this number to rise over then next year. One of the requirements of Head Start is that we provide food for the Head Start children which is why we are constructing a kitchen.

We have completed the design process for the kitchen with the help of a volunteer parent who consults with New York City on their food programs and kitchens.

We are close to completing the construction of a new classroom which will allow us to vacate the proposed kitchen space. This new classroom is bigger and will accommodate more children plus give them more room to move about. The construction is scheduled to be completed and licensed by the State by July 12, 2024 at which time we will move the class in to this new space.

In this construction we:

- Removed an old oil tank ;
- Installed 2 new highly efficient propane furnaces;
- Updated our fire and safety systems on the main floor;
- Removed all walls, added new windows and doors, did concrete work to even out the floor, built the classroom plus added a new bathroom and storage closet (to be used for dry goods for the new kitchen).

We were planning to begin the construction of the kitchen this summer. However we have delayed this part of the project due to a major decision by the Waitsfield Children's Center (WCC). The WCC is closing its doors in 2 weeks after almost 50 years serving the Valley. This is due to on-going staffing issues and major renovations that need to take place at the WCC in order to satisfy the State regarding fire and safety regulations. NOW's management team and the NOW Board have been working extensively with the WCC Board over the last 6 weeks as they worked through this change. It was very hard for the WCC Board to come to this decision and they have been trying to make it work for a long time. We are all sad that this is happening. The WCC has a long and storied place in our community and Valley families now have only 2 choices in the Valley for childcare - vs 5 centers two years ago.

With a lot of thought and planning NOW is able to absorb all of their families/ children and their staff of 4. In order to do this we are postponing the building of the kitchen (with Head Start's permission) and will be using the planned kitchen space for a classroom for the new children. Moie and Katie and the folks at WCC have been working tirelessly to figure out how to help with the least amount of disruption these families. We expect to welcome the WCC families and staff on July 15.

Our plan now is to start designing and renovating the second floor and we will include the installation of the kitchen in that renovation. Once we are able to move children to the second floor we will build the kitchen in the previously determined space on the main floor. The plan is to complete this by the end of 2025.

Thank you again for your generous grant. We will continue to keep you updated on our progress.

VERMONT MUNICIPAL PLANNING GRANT PROGRAM FY24
TEMPLATE CONTRACT FOR PERSONAL SERVICES
TOWN OF WAITSFIELD

1. Parties: This is a contract for personal services between the Town of Waitsfield, Vermont (Town) and Sno.Engineering, Inc. d/b/a SE Group (Contractor), its principal place of business at 4609 South 2300 East, Suite 204, Salt Lake City, UT 84117. Contractor's form of business organization is a for-profit corporation.

2. Subject Matter: The subject matter of this contract is personal services generally on the subject of providing master **planning services for the Irasville village area**. Detailed services that Contractor will provide are described in Attachment A.

3. Maximum Amount: In consideration of the services to be performed by Contractor, Town agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$49,990**.

4. Contract Term: The period of Contractor's performance shall begin on **July 1st, 2024** and end on **November 30th, 2025**.

5. Amendment: No changes, modification or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed and dated by the duly authorized representative of Contractor and Town.

6. Cancellation: This contract may be canceled by either party by giving written notice at least 15 days in advance.

7. Attachments: This contract consists of pages including the following Attachments that are incorporated herein:

Commented [AB1]: update

- Attachment A: Specifications of work to be performed (Work Plan in Grant)
- Attachment B: Payment Provisions (Budget in Grant)
- Attachment C: Pertinent State Grant Provisions
- Attachment D: Exclusions

8. Subcontracts. In accordance with Vermont Agency of Administration Bulletin 3.5, the Contractor may not assign, subcontract or sub-grant the performance of a Contract or any portion thereof to any other subcontractor without the prior written approval. If subcontracting is approved by the State, the Contractor remains responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under the Contract. When a contract involves subcontracting (sub-agreement), the State encourages the Contractor to follow a fair and open award process and create clear and thorough subcontracts to enable the Contractor to properly monitor the performance and compliance of the subcontractor(s). Contractors shall include the provisions of Attachment C listed in this agreement, in Contractor's subcontracts for work that is to be performed solely for the State of Vermont or performed in the State of Vermont.

Contract # _____

Page 2 of ??

9. Interpretation: This contract shall be interpreted according to the laws of the State of Vermont.

10. Counterparts: This contract shall be executed in two counterparts, with each party hereto retaining a fully executed original

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

BY: TOWN OF WAITSFIELD

BY: SE GROUP

Signature

Signature

Type name and title

Type name and title

Date and place of execution

Date and place of execution

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**Attachment A
Specifications of Work to be Performed**

This master planning process will be undertaken in multiple phases as specified below. Each phase will involve coordination with Planning and Zoning staff and a project steering committee (previously identified by the Town). All meetings are anticipated to be virtual unless otherwise indicated.

Phase 0 – Project Management

Project management activities including internal coordination, general project communications, and invoicing.

Phase 1 – Existing Conditions Analysis

Phase 1 will establish a foundation of knowledge to support the remainder of the planning process, drawing on readily-available data, plans, and studies.

Task Name	Task Description	Estimated Time Frame
1a. Summarize Conditions	Drawing from recent Vibrant Villages project, summarize relevant plans, reports, and data to describe current conditions in Irasville.	July – August 2024
1b. Base Map	Prepare base mapping of existing facilities, buildings, wetlands and other natural features using readily-available GIS data.	July – August 2024
1c. Wetlands Evaluation	The Master Plan will strive to identify area-wide planning strategies for infill development that can be achieved without impacting overall wetland function. Using existing conditions information and previously completed mapping, we will identify wetlands constraints to inform infill development opportunities that avoid wetland impacts. We will also perform a high-level review for any potential wetland enhancement opportunities in the project study area, informed by conversations with ANR and using readily-available data, that could be the subject of a future detailed wetlands study, with the understanding that such opportunities may not exist or be readily identifiable using available project resources.	July – September 2024
1d. Present Findings	Share findings to Planning Commission, Steering Committee, Project Website, & Public Meeting Presentation.	September 2024

Phase 2 – Community Development Goals

Phase 2 will articulate community development goals for the Irasville area prior to the start of

any design work.

Task Name	Task Description	Estimated Time Frame
2a. Identify Goals	Based on Phase 1 outcomes, coordinate with Steering Committee, PC, & SB to identify specific community development goals for Irasville (consultant & staff).	October – November 2024
2b. Articulate Goals	Share goals and hear feedback from PC/SC and post to Project Website.	November 2024

Phase 3 – Community Engagement

Phase 3 will cover engagement activities with key boards, committees, and general public.

Task Name	Task Description	Estimated Time Frame
3a. Steering Committee	Facilitate a project steering committee consisting of Planning Commission, Selectboard representative, PZA, and local Stakeholders (previously identified by Town).	Duration of project
3b. Project Website	Develop an informative and engaging project website that tells the context and story of prior planning efforts (including wastewater plans, flood resilience efforts, bylaw modernization).	Initial website launch in August 2024; updated through end of project.
3c. Community Event	Informed by existing conditions opportunities and constraints, community development goals, and initial design work, host a design charrette or other community event to identify village design ideas and priorities for Irasville.	Winter 2024/2025
3d. Post-Event Survey	Once a refined concept design is prepared following the community event, we will develop a basic online survey for residents to provide feedback on the design	Winter 2025

Phase 4 – Design

Phase 4 will cover conceptual design activities that will articulate a development vision for Irasville.

Task Name	Task Description	Estimated Time Frame
4a. Conceptual Design	In conjunction with the community event, we will prepare a conceptual design that will be refined based on feedback from the community even and post-event survey (anticipated as	Spring 2025

	one overhead concept and one perspective concept).	
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Phase 5 – Strategic Recommendations

Phase 5 will take the development vision and identify strategic recommendations for how the Town can move forward. The result will be a public-facing Master Plan that articulates the development vision and presents a clear roadmap with short-term and long-term actions.

Task Name	Task Description	Estimated Time Frame
5a. Master Plan	Prepare recommendations for advancing and implementing design vision in Irasville, such as bylaw changes, circulation, stormwater, wetlands, and wayfinding. Develop a concise, graphically-rich planning document.	Spring / Summer 2025

I. GIS Work

For any projects including a GIS component:

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

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

II. Final Documents

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

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**Attachment B
Payment Provisions**

1. Budget: \$49,990

2. Invoice procedure: SE Group’s invoices will be prepared and sent on a monthly basis. Invoices will be sent in a standard summary format without supporting documentation. More detailed billings may be requested by the Client, and will be prepared by SE Group and billed as Additional Services.

Payment is due upon receipt of the invoice. A “Service Charge”, which is the greater of twenty (\$20.00) dollars, or one and one-half (1½%) percent per month (unless limited by the prevailing legal rate) will be assessed and billed monthly (at SE Group’s discretion) on each unpaid invoice, or unpaid portion thereof, at the time of the next billing.

Client agrees to pay all costs of collection, including, but not limited to, reasonable attorney’s fees, expert witnesses fees, and all other collection charges and expenses.

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

This contract/subcontract is being made using funds of the State of Vermont. The following provisions **must be included** in all sub-agreements made using State funds. These provisions are those made pertinent via Clause 19 of Attachment C: Standard State Provisions for Contracts and Grants.

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.

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.

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.

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.

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>

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.

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.

(End of Standard Provisions)

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**ATTACHMENT D:
EXCLUSIONS**

1. This agreement does not cover detailed planning, design, or permitting guidance for wetlands impacts and associated enhancements, nor will the resulting Master Plan be a guarantor of future permitting outcomes for projects with wetlands impacts.
2. This agreement does not cover the development of formal design alternatives.
3. This agreement does not cover additional public meetings beyond those identified in Attachment A.

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