

CITY OF VERGENNES, VERMONT  
REGULAR MEETING  
of the CITY COUNCIL  
Tuesday, October 25, 2022  
5:30 p.m.  
**AGENDA**

In person at Vergennes Fire Station – 50 Green Street

Remote Meeting Via Zoom

Join by Computer: <https://zoom.us/j/561577976>

Join by Phone: Dial: 1 (312) 626-6799

Meeting ID: 561 577 976

Meeting Password: 1234

1. Microphone Check
2. Call to Order
3. Pledge of Allegiance
4. Amendments to Agenda
5. Visitors
6. Approval of Minutes (10/11/22) and Warrant FY 22 & FY 23 (10/25/22) \*
7. Business
  - a. Recognition of Chief George Merkel.
  - b. Request to approve resolution in support of Extra Mile Day, November 1, 2022. \*
  - c. Request to appoint William Benton of Vergennes to serve as a Vergennes Lister through March 6, 2023. \*
  - d. Request to appoint Alexandra (Alex) McGuire as Vergennes Representative to the Bixby Library Board of Trustees. \*
  - e. Request for approval of MOU between City of Vergennes and Addison Northwest School District. \*
  - f. Presentation of draft recommendations for a Community Advisory Committee. \*\*\*
  - g. Request to approve an amendment to the VT Bond Bank Revolving Loan Fund Agreement RFI-255-1.3 for Wastewater Treatment Facility Upgrade engineering services in the amount of \$336,789, less loan forgiveness of \$244,864, for a new total loan amount of \$91,925.00, with repayment to commence on 6/1/2027 at 0% interest for a 10-year term. \*
  - h. Request to approve VT Bond Bank Revolving Loan Fund Agreement RFI-255-1.3 for Collection System Upgrade engineering services, in the amount of \$250,380.00, less loan forgiveness of \$100,000, for a total loan amount of \$150,380.00, with repayment to commence on 6/1/2027 at 0% interest for a 10-year term. \*

CITY OF VERGENNES, VERMONT  
REGULAR MEETING  
of the CITY COUNCIL  
Tuesday, October 25, 2022  
5:30 p.m.  
**AGENDA**

- i. Request to adopt the State of Vermont, Vermont Community Development Program Municipal Policies and Codes (Form MP-1) \*
8. City Manager Report
9. Executive session per 1 V.S.A. § 313(a)(4): A disciplinary or dismissal action against a public officer or employee.
10. Adjournment

\*Decision Item

\*\*Possible Decision Item

\*\*\*Discussion Item

CITY OF VERGENNES, VERMONT  
REGULAR MEETING of the CITY COUNCIL  
OCTOBER 11, 2022  
Meeting Held In-Person & via Zoom

**City Council:**

Mayor Mathew Chabot, Alderman Dickie Austin, Alderman Mel Hawley, Alderwoman Jill Murray-Killon, Alderwoman Zoe Kaslow (Zoom), Alderman Ian Huizenga, Alderwoman Sue Rakowski;

City Manager Ron Redmond, Treasurer Angela Bolduc (Zoom); City Clerk Penny Austin

**Visitors**

RE: CRBEC: Cheryl Brinkman, Maggi Shadroui, Jeremy Francis, Allison Rimmer; RE: PEL STUDY Mike Winslow- ACRPC; Kathryn Otto-VTRANS

**City Staff:**

1. **Microphone Check**
2. **Call to Order:** Mayor Mathew Chabot called the meeting to order at 5:30 p.m.
3. **Pledge of Allegiance**
4. **Amendments to the Agenda:** City Manager Redmond asked that Item G. be removed from the agenda.
5. **Visitors:** See list of visitors above. All spoke on their respective agenda items described below.
6. **Approval of minutes (9/27/22) and Warrants FY22 and FY23 (10/11/22)-** Alderman Hawley's entrance time for 9/27/22 meeting needed to be changed to 5:37, from 6:37. Alderman Austin made motion to accept the minutes with the above revision, with Alderwoman Rakowski's second. Approved unanimously. There was a question on one whether one of the invoices in the FY22 list should have been on the FY23 list. It was decided it would be moved to FY23. Alderman Austin made a motion to accept the warrants with the revision with Alderwoman Murray-Killon's second. Vote was 6-0 with Alderwoman Rakowski abstaining.
7. **Business**
  - a. **Recognition of Robyn Newton as Vermont Teacher of the Year.** Robyn to be invited to the next meeting that aligns with her schedule so council can congratulate and thank her in person.
  - b. **Vergennes Planning and Environmental Linkages (PEL) Study update:** Mike Winslow, Transportations Planner from the Addison County Regional Planning Commission and Kathryn Otto, Planning Coordinator from VTRANS talked about the upcoming public meeting on the Vergennes Planning and Environmental (PEL) Study. They will be discussing next steps of creating policies and getting approval from Federal and State agencies.
  - c. **Presentation of "Report on and Proposal for a Community Review Board in Vergennes, Vermont":** Cheryl Brinkman and committee member presented a summary of the "Report on and Proposal for a Community Review Board in Vergennes, Vermont" and offered to do a public meeting and presentation, as was done with the IACP Report. The Council agreed that it should be presented to the community and City staff will coordinate a location, date and time.
  - d. **Request to approve Vergennes Energy Committee Bylaws:** There were a few revisions that the Council asked for such as instead of an even number of members, it should be an odd number so there would be no split votes, add VUHS to the membership if anyone was

interested. Alderwoman Rakowski made the motion to approve with the revisions with Alderman Austin seconding. Vote was 7-0 in approval.

- e. **Request to appoint to the Vergennes Energy Committee, Cheryl Brinkman, Sid Bosworth, Don Ferris, and Al Harder-Hyde to a first term commencing October 15, 2022 and ending to July 31, 2024; and Keith Morrill, Maggi Shadrui, Jeremy Francis and Grace Williams to a first term beginning October 15, 2022 and ending July 31, 2023, with second terms commencing on August 1<sup>st</sup>.** The Council explained that committees are appointed every March so the terms for the list above would be until the first meeting in March. Alderman Hawley made a motion to do the initial appointment for all above until the first meeting in March of the city council. Alderwoman Rakowski seconded. Vote 7-0 in favor. Cheryl Brinkman reported that the first event planned for the Energy Committee is a “Button-Up Event” in conjunction with Aubuchon’s in Vergennes.
  - f. **Request to borrow up to \$50,000 from the Infrastructure Improvement Fund (formerly known as Vergennes ARPA dollars) to replace the Vergennes Fire Station’s inoperable emergency generator and repay the Infrastructure Improvement Fund through the Fire Department Fund, at \$5,000 per year over ten years, with the first payment commencing in FY 24 budget. Discussion of emergency back up generator that has been temporarily repaired, is obsolete and replacement parts are unavailable and that its failure was imminent.** Were it not to function, there would be no way for the tones to go out for firefighters and no power at the station, which serves as the city’s emergency shelter & Red Cross center in the event of a disaster. Alderman Hawley made a motion, seconded by Alderwoman Rakowski to purchase the generator from the Infrastructure Improvement Fund outright with no payback from the Fire Department Fund. VFD Captain David DiBiasi and Alderman Austin reported that the City could potentially apply for and receive a grant through the state to fund the purchase of the generator. Alderman Hawley withdrew his motion. Alderman Austin proposed a new motion, seconded by Alderwoman Rakowski, to authorize the purchase of an emergency generator for up to \$50,000 using Infrastructure Improvement Funds, with the understanding the City would be reimbursed for the expense if/when the state grant is approved. Approved unanimously.
8. **City Manager Report:** Nothing further to report.
  9. **Adjournment:** Alderman Austin moved to adjourn. Alderwoman Murray-Killon seconded. Meeting adjourned at 7:10.

All Invoices For Check Acct OF(General) 10/25/2022 To 10/25/2022

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AAP	ADVANCE AUTO PARTS	227817887 DPW - MAXI BLADE	6.86	0.00			
AMAZON	AMAZON	694788976599 LENOVO - XTRNL LPTP KYBR	19.99	0.00			
AMAZON	AMAZON	947786656773 VFD - VEHICLE MNT FLASHL	354.56	0.00			
AMAZON	AMAZON	954344876865 CH - NEW CC LAPTOP	1249.99	0.00			
BC/BS	BLUE CROSS BLUE SHIELD OF VERM	149504925 NOV '22 HEALTH INS PREM	28313.81	0.00			
BULLDOG	BULLDOG FIRE APARATUS	P00932 VFD - HOSE WSHR	1566.26	0.00			
CAIT	CAI TECHNOLOGIES	15053 AXISGIS SFTWRE RENEWAL	3000.00	0.00			
CASELLA	CASELLA WASTE SYSTEMS INC	819376 DPW - SEPT 6 YD RL	660.37	0.00			
COMCAST	COMCAST	DWNTN-NOV22 DOWNTOWN INTERNET	-37.30	0.00			
COMCAST	COMCAST	MCDNG-NOV22 MACDONOUGH DR ATTIC	111.95	0.00			
COMCAST	COMCAST	PDMDM-NOV22 PD MODEM NOV 2022	104.85	0.00			
DESABRAIS	DESABRAIS CLEANERS INC	DA46-SEPT22 VPD - DRYCLEANING	45.00	0.00			
GIROUX	GIROUX BODY SHOP, INC.	030922 DPW - STORM DRAIN COVER	319.44	0.00			
GLENPECK	GLEN PECK ELECTRIC INC	14439 SKATE PARK SVC	4866.43	0.00			
GLENPECK	GLEN PECK ELECTRIC INC	14461 POOLHOUSE-DISCNCT PWR	284.14	0.00			
GMPC	GREEN MOUNTAIN POWER CORPORATI	10072022INV SEPT - OCT ELECTRICITY	3940.54	0.00			
GMPC	GREEN MOUNTAIN POWER CORPORATI	SEPT22-SKTPK SEPT 2022 - SKATEPARK	21.62	0.00			
GMPC	GREEN MOUNTAIN POWER CORPORATI	SEPT22-STRGL SEPT 22 STREETLIGHTS ACC	2696.83	0.00			
GMPC	GREEN MOUNTAIN POWER CORPORATI	WWTP-SEPT 22 WWTP - SEPT 2022	4898.00	0.00			
GOLDFIELD	GOLDFIELD CONSTRUCTION MGT	081922-INV DPW - EST FACILITY CONST	2540.10	0.00			
GOVOS INC	GOVOS INC	KSW-006103 FUSION MONTHLY SVCS	700.00	0.00			
HOLLAND	HOLLAND COMPANY INC	17891 WWTP-LIQ ALUM SULFATE	6057.64	0.00			
HOYLE	HOYLE, TANNER & ASSOCIATES, IN	0067835 WWTP - MCDNG PS&FM IMPRV	22351.50	0.00			
LAPETECON	LAPETE CONSTRUCTION	101722A DPW - MONKTON RD	3290.00	0.00			
LAPETECON	LAPETE CONSTRUCTION	101722B DPW - DITCHWORK TRK ACCD	2075.00	0.00			
MONAGHAN	MONAGHAN SAFAR DUCHAM PLLC	20240 LEGAL FEES - GENRL MTRS	300.00	0.00			
MONAGHAN	MONAGHAN SAFAR DUCHAM PLLC	20241 LEGAL - EMPLOYEE DISCIPLNR	240.00	0.00			
OVERHEAD	OVERHEAD DOOR COMPANY INC	14527133 VPD - GARAGE DOOR REPAIR	230.00	0.00			
PETERM	PETER MCDURFEE LLC	2077 DPW TREE/STUMP REMOVAL	2300.00	0.00			
PETESEQUI	PETE'S EQUIPMENT SALES & RENTA	R-15628 DPW - HIGHWAY IMPROVEMNT	3333.97	0.00			
PRECISION	PRECISION PRINT & COPY INC	22-240 CH - COPIES VPD WRKLD RP	1026.00	0.00			
PTS	PACIFIC TELEMAGEMENT SERVICE	1102709 POOL - PAY PHONE	40.00	0.00			
RKMILES	RK MILES INC	707691/2 VERG REC - SCRCRW PRGRM	101.43	0.00			
RKMILES	RK MILES INC	707693/2 VERG REC - SCRCRW PRGRM	19.32	0.00			
TAXPAYER	TAXPAYER	JEWLL-PROPTX JEWELL REFUND - TX OVRPM	1845.00	0.00			
TMDE	TMDE CALIBRATION LABS INC	46130 VPD - RADAR CALIBRATION	635.00	0.00			
VERIZON	VERIZON	9917967893 OCT 2022 CELL PHONE FEES	680.17	0.00			
VLCTPACIF	VLCT-PACIF	REN220720-Q3 VLCT - QUARTER 3	29639.50	0.00			
VPWD	VERGENNES-PANTON WATER DISTRIC	CH2022OVERGE CH WATER OVERAGE	14.80	0.00			
VPWD	VERGENNES-PANTON WATER DISTRIC	VPD-SEPT22 VPD - SEPT 22 METER READ	32.20	0.00			
VTGAS	VERMONT GAS SYSTEMS	CHFVOH101322 CH/FVOH OCT 2022	367.05	0.00			
VTGAS	VERMONT GAS SYSTEMS	FD10172022 FD - OCT 2022	72.78	0.00			
VTGAS	VERMONT GAS SYSTEMS	PD10132022 VPD - OCT 2022	216.12	0.00			
VTGAS	VERMONT GAS SYSTEMS	WW10132022 WWTP - OCT 2022	49.53	0.00			
WBMASON	W B MASON CO INC	233173361 VPD - BLACK NTRLE GLVS	53.60	0.00			
WBMASON	W B MASON CO INC	233293706 CH - BATH TISSUE/TWLS	42.96	0.00			
WBMASON	W B MASON CO INC	233389140 CH - BNDR INDEXES /PPRTW	120.87	0.00			
HUTTIGCDJ	HUTTIG CDJR	DL#0007327 WWTP-2022 DODGE 3500 CHA	49977.50	0.00	49977.50	6745	10/21/22

10/25/22  
12:45 pm

City of Vergennes Accounts Payable  
Check Warrant Report # 61841 Current FY Invoices  
All Invoices For Check Acct OF(General) 10/25/2022 To 10/25/2022

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Treasurer

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
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	Report Total		180,775.38	0.00	49,977.50		
			=====	=====	=====		

City Council

To the Treasurer of City of Vergennes, we hereby certify  
that there is due to the several persons whose names are  
listed hereon the sum against each name and that there  
are good and sufficient vouchers supporting the payments  
aggregating \$ \*\*\*180,775.38.

Let this be your order for the payments of these amounts.

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10/25/22  
12:38 pm

City of Vergennes Accounts Payable  
Check Warrant Report # 61839 Prior FY Invoices  
All Invoices For Check Acct OF (General) 10/25/22 To 10/25/22

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Treasurer

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
VLCTPACIF VLCT-PACIF	VFD-FNL AUDT	VFD - FINAL AUDIT ADJUST	145.00	0.00	-----	-----	--/--/--
VLCTPACIF VLCT-PACIF	VFD2022WC	VFD - FY23 WC	132.00	0.00	-----	-----	--/--/--
		Report Total	277.00	0.00	0.00		

City Council

To the Treasurer of City of Vergennes, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ \*\*\*\*\*277.00.  
Let this be your order for the payments of these amounts.

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**CITY MANAGER PROJECT TRACKER 10 25 22**

<i>Category</i>	<i>Project</i>	<i>Description</i>	<i>Who is involved and/or working on this?</i>
ANWSD (Addison Northwest School District)	MOU between City & ANWSD: 1)Parking/Plowing/Mowing; 2)Recreation; 3)Security/Safety	Robyn Newton and Sue Rakowski to present updated MOU at 10/25/22 city council meeting	Elizabeth Jennings, Amy Kettridge, Gary Wright, Robyn Newton, Sue Rakowski, City Manager
ARPA	Local Fiscal Recovery Funds awarded to Vergennes total \$772,125.92 with 50% in FY 22 and 50% in FY 23.	Vergennes has taken the "Standard Allowance," via US Dept of Treasury, allowing city to use our entire ARPA award to fund government services. At 6/14/21 CC meeting, council approved applying \$386,062.96 against the cost of municipal salaries in FY 22, and transfer savings into a Fund 9 account, to be spent when City Council has approved a plan for spending State and Local Fiscal Recovery Funds. VLCT provided staff with proper journal entries. Next step: city will file a Project and Expenditure Report due to Treasury by April 30, 2023, along with any other obligations or expenditures for our ARPA funds between April 1, 2022 and March 31,2023.	City Manager, City Treasurer, VLCT (Sarah Macy, Katie Buckley)
AUDIT	FY 21 Audit by Fothergill, Segale and Valley	Teresa Kajenski, Fothergill, Segale & visited City Hall on August 24. Latest projected arrival date for FY 21 audit is early November.	City Treasurer, NEMRC, Fothergill, Segale & Valley, Mel Hawley
	FY 22 Audit by RHR Smith	Staff has begun meeting in earnest with RHR to prepare for FY 22 audit. Ron Smith visited with Council on 9/27/22	City Manager, City Treasurer, RHR
CHARTER	BOUNDARIES: Proposed Plan for updating City Charter suggested by Mark Koenig	Proposed plan could include: 1.Reach agreement regarding boundaries with Panton and Ferrisburgh; 2.Finalize proposed charter 3. Present proposed charter in at least two (2) public meetings under statutory requirements. 4. Put proposed charter to a vote -- the issue is whether the citizens of Vergennes want the Vermont Legislature to consider this proposed charter change. 5. Montpelier gives a thumbs-up or thumbs-down. It is possible (likely) that legislators will make changes to the proposal before sending it back. 6. Assuming thumbs-up but with changes, the Council would need to decide if the changes are acceptable. If yes, present the final draft to the voters of Vergennes for final approval. If no, then make revisions and go back to Step 3. 7. Assuming voters approve charter, it would go into effect on the date set within the charter itself	Mayor Chabot, Alderman Austin, City Manager

CAPITAL IMPROVEMENTS	Bridge Repair Bridge Number 27 on VT22a	Vtrans (Howard Spencer) & Vergennes PW met 9/9/22 Recommended temporary solution: add timber cribbing below the channel diaphragms adjacent to the beams to avoid any beam settlement if the concrete does break off below the bearing area. Drive in shims so blocking is tight and check it periodically to insure it remains in place. This will allow for time needed to plan a permanent fix. PW team to do work in mid summer 2023	Shane M. Morin, Corridor Management, Asset Management Bureau, Highways Division Vtrans. Howard Spencer, Howard, Spencer <Spencer.Howard@vermont.gov> 802-498-8263
CAPITAL IMPROVEMENTS	CITY GREEN IMPROVEMENTS	VT sales tax reallocation of \$180,000 awarded to the Grand Senior Living (GSL) Project will redirect approximately \$75-\$100K for GSL infrastructure (Permeable Green Infrastructure Driveway and Replacement of Stormwater Line). Balance to cover costs of landscape design plan and upgrades to pathways, lighting, electrical and sprinkler systems, street furniture. Site survey completed 1/5/22 by Tim Cowan .	Jim Larrow, Brian Fraser, Vergennes Partnership.
CAPITAL IMPROVEMENTS	CITY HALL, assessment of first floor office space	Reconfiguration of 1st floor office area would increase customer service and staff productivity, maximize use of space for those accessing vault and land records and allow access to second vault located in Vergennes Partnership Office. Staff recommendation for funding, reimburse 25% of unexpected FY 21 additional staff expenses due to Covid (total was \$40K) from City's ARPA funds; allocate \$10,000 to fund improvements in FY 22	Terry Findeisen, Architect and City Hall Staff
CAPITAL IMPROVEMENTS	CITY HALL, FRONT DOORS	Stark Mountain completed front door installation week of 9/26/22.	HJ LeBoeuf, Stark Mountain Woodworking, George Gardner
CAPITAL IMPROVEMENTS	CITY HALL, ROOF REPAIRS	Sept 2022 roof inspection reported estimated cost of repairs: \$77,000. Blackrock Slate identified most urgent repairs needed (Slate, valleys, chimney = \$39,000)	City Manager, Jim Larrow
CAPITAL IMPROVEMENTS	CITY HALL, exterior water leaks in first floor storage area	Northern Basement quote on 9/12/22 = <b>\$5,277.93</b> Including installing WaterGuard sub-floor drainage system; 1/3 hp cast iron pump in TripleSafe liner with clean pump stand; exterior discharge; IceGuard to prevent floods from clogged or frozen discharge line.	City Manager, Public Works, Matt Clark's Northern Basement Systems, 518-543-7193, justinv@northernbasements.com
CAPITAL IMPROVEMENTS	FIRE STATION. Engineering assessment	Nick Thiltgen of Dubois & King has been tasked with an engineering assessment of 50 Green St.	Dave DiBiasi, VFD; Nick Thiltgen, nthiltgen@dubois-king.com

CAPITAL IMPROVEMENTS	SIDEWALK PROJECT Main Street between Macdonough Drive & Otter Creek. Vergennes BP19(6) .	Updated Project Cost: \$284,332; \$252,500 Grant Agreement MLA - Executed 12/19/19 \$202,000 Expected funding by Federal/State - 80% of MLA \$50,500 Original Expected funding by City - 20% of MLA + \$31,832 Expected additional funding to be provided by City. Total match required: 82,332 - \$56,733 (West Main Improvement Fund) = \$25,999 needed. Recommended source = Water Tower Fund. Replacement of clay sewer pipe located alongside the Main Street sidewalk will be timed with Summer, 2023 construction.	Jim Larrow, City Manager, Brian Breslend, Dubois & King; Mike Winslow, ACRPC
CAPITAL IMPROVEMENTS	SIDEWALK PROJECT on Main St (possibility) from Police Station to AMTRAK in Ferrisburgh	City can either apply for bike ped. grant (applications in the spring, 2023) which could fund up to 80% of construction costs, or use the 2006 study to develop a reasonable budget for that work, City could apply for a TAC grant to do re-scoping if that was needed. What is the priority for this versus other needs?	City Manager
CAPITAL IMPROVEMENTS	SIDEWALK PROJECT at Basin Block	Sidewalk on the South Side of Main Street (Route 22A) between South Water & South Maple Streets Identified as possible candidate for Vt. Downtown Program Downtown Transportation Fund. Apps due March 2023	City Manager
CAPITAL IMPROVEMENTS	Main Street Lamposts, South side of Main between Sweet Charity and Black Sheep Bistro	RYAN BLOCK: 1 lampost damaged base, add-on questionable light. STONE BLOCK: 3 lamposts need new paint; 1 to be replaced. BASIN BLOCK: 1 to be replaced. * all lampposts at Basin Block have been painted a glossy black by Cheesemans. Funding source not identified.	City Manager, Public Works
CAPITAL IMPROVEMENTS	POOL	Pool "as built" complete from Dubois & King. Pool Work Group purchased new robotic pool vacuum and has quotes for pool liner; dive blocks; need pool deck repair. Jim Larrow to resolve in Fall.	Martha DeGraaf, Jim Larrow
CAPITAL IMPROVEMENTS	POOL	Steve Kalaitzidis, Atlantis Pool Plaster Inc., Tyngsboro, Massachusetts 01879, <a href="https://atlantispoolplaster.com/">https://atlantispoolplaster.com/</a> Preliminary quote: crew of 10, over 3 days to re-gunite the pool. Ballpark estimate \$45,000-70,000	Sue Rakowski, Atlantis Pool Plaster, <a href="mailto:atlantispoolplaster@gmail.com">atlantispoolplaster@gmail.com</a> ; 1-800-585-9550; 1-978-994-7346
CAPITAL IMPROVEMENTS	POOL	Contractor Chris LaPete provided \$7,500 quote to address persistent drainage issues occurring during and after rainstorms - work to commence in Spring, 2023.	Jim Larrow, Martha DeGraaf
CAPITAL IMPROVEMENTS	PUBLIC WORKS, ROOF REPAIRS	At 10/26/21 meeting, City Council approved \$57,115.00. from Water Tower Fund to fund new roof for main building. On track to be replaced.	Jim Larrow, City Manager
CAPITAL IMPROVEMENTS	PUBLIC WORKS, 8 Mechanic Street Facility Inspection & Preliminary Estimate for Upgrade	Estimate of building upgrade from Dubois & King, Goldfield Construction = \$934,420 via 8/10/22 quote provided to staff	Jim Larrow, City Manager, Morgan Marlow, D&K; Michael Goldfield Construction

CAPITAL IMPROVEMENTS	SALT SHED. Funding: 80% State of VT, 20% local match	At 3/22/22 CC meeting, reviewed updated cost analysis provided by Jenny Austin, Dubois & King Project Manager, now = \$705,593 (from original \$321,407) City has won 2 grants, totalling \$453,126, leaving a required <b>new match of \$229,552</b> (up from \$64,281). Staff recommending 10-year note for 3/1/23 Ballot	City Manager, Jim Larrow, Brent Rakowski, Otter Creek Engineering; Jenny Austin, Dubois & King
CAPITAL IMPROVEMENTS	SKATE PARK	City awarded Vermont BGS Grant in 2021. Abercrombie donation to help fund resurfacing asphalt, upgrading existing elements in Summer 2022. Expenses have commenced, recorded in Fund 9. Grant to be billed at completion of all work.	Kathy Rossier; MJ; Julien Cesner; City Manager
CAPITAL IMPROVEMENTS	VERGENNES CONNECTOR TRAIL AND ACCESSIBLE BOARDWALK	Result of RFB process, contract awarded to Timber & Stone whose cost = \$175,344.00 less \$159, 979.00 State VOREC Grant = unfunded difference of \$15,365.00. Staff to request to CC that this difference be covered by Watershed Fund.	Trails Work Group. Kathy and Glenn, Ben Hatch, Elise Shanbacker, Robyn Newton, Brent Bakowski
DOCKS	DOCKS - FALLS PARK: Decommissioning of metal sheet pile retaining structure that Otter Creek docks have been attached to.	White Falcon Solutions to decommission when water levels are low - Winter \$12,000 cost of decommissioning approved by council and to be funds refunded to city by GMP (from the old GMP Coop Fund	Jim Larrow, Jon Olin of Hoyle Tanner, City Manager, White Falcon
DOCKS	DOCKS - Macdonough Park: metal sheet pile retaining structure that docks are attached to.	The steel sheet piling is pitting (early corrosion) along the length of exposed wall. Working with Appledore Marine Engineering, LLC re a cathodic protection system – versus a traditional coating. Coordination with River Management regulatory staff needed. Two-part coating system. Heavy duty epoxy-style paint. Done above water, typically. Effectiveness related to preparation done on steel. Blast clean the steel to white metal, rough surface. 8 mils thick, `16 mils thickness total. Expense in setting up containment system for blast material makes its way into water. Will require coordination with USACOE. Funding source: Otter Creek Fund	Jim Larrow, Jon Olin of Hoyle Tanner, Matthew Teeden of Appledore Marine Engineering, Cell: 401.965.2166; Office: 603.766.1870.
DOCKS	DOCKS - Macdonough Park: Expansion, enhancement	Following exploration of a Boating Infrastructure Grant (BIG) with Mike Wichrowski. VT Fish & Wildlife city would need to address presence of endangered species (eastern sand darters, channel darters black sandshell mussels) would most likely lead to increased environmental scrutiny and need for city-funded surveys (\$10,000+). Additionally, current depth of Otter Creek at the falls doesn't meet minimum requirements of the grant. Have reached out to Northlands Job Corps to get in work queue for new docks.	Vergennes Partnership, Lake Champlain Maritime Museum
FIRE	Annual Fire "service contracts" w/ Ferrisburgh, Panton and Waltham	Vergennes & Ferrisburgh met 10/14/22 to develop scope of work for regionalization study for both Fire and EMS. To meet with MRI consulting firm. Also working on draf MOU between Vergennes & Ferrisburgh re: future purchases of equipment to avoid duplications. Vergennes FD to present FY 24 Fire Budget at Ferrisburgh Selectboard on Nov 10.	Jess James, David DiBiase, ACRPC

FIRE	Champlain Medical Occupational Health, South Burlington	Beth Schiller of Champlain Medical Occupational Health completed the first phase of a medical testing plan for VFD squad.	Beth Schiller @ Champlain Medical Occupational Health
FIRE	Fire Truck Replacement	VPD staff on deck to estimate cost of replacing 2002 E-ONE Cyclone II Fire Fumper / Heavy Rescue vehicle, scheduled to be replaced in 2024. Vergennes and Ferrisburgh drafting an MOU re: future purchases of equipment to insure interoperability and avoid duplication.	Chief Breur
FIRE	Grants Being Pursued	VFD secured \$54,254.00 from Dept of Homeland Security to upgrade VFD mobile interoperability with other agencies. VFD pursuing through DHS. City's \$60K request to fund interoperability for vehicles) denied. Grant request submitted to fund sprinkler system for 50 Green Street.	Jim Breur, David DiBiase. Our thanks to Chief George Merkel for his assistance!
GMP Cooperative Fund	Disbursement of funds from the escrow account	GMP Coop fund closed and disbursement of \$41,834.00 received by city.	<a href="mailto:Grace.Grundhauser@greenmountainpower.com">Grace.Grundhauser@greenmountainpower.com</a> .
LISTERS	Assessing Work to support Listers	Real Capital Consulting performing assessing work on behalf of the City, in accordance with the Scope of Work and contract approved by CC. "listers @ vergennes.org" and sharepoint file established	Alyth Hescock
POLICE	IACP study: Analysis of VPD staffing and delivery of police services.	Final report issued and presentation made by James Baker 09/22/22. Next step: City Manager beginning work on Recommendations 5. Develop mission and vision statements AND 6. Implement a strategic plan for the Vergennes Police Department	Vergennes Police Department, City Manager; IACP
POLICE	DRAFT charge for proposed "Citizens Advisory Committee"	Draft provided to CC for their review.	City Manager
POLICE	CRBEC: Report on and Proposal for a Community Review Board	CRBEC to present its report in Community Meeting set for Monday, November 28 at 7 pm at the Vergennes Opera House	Cheryl Brinkman, Ron Redmond
POLICE	Hiring of new VPD Chief	Job description updated. Staff receiving guidance on hiring process from VLCT.	City Manager
POLICE	Law Enforcement Officer of the Year Award from American Legion	Sergeant Jason Ouellette selected Vermont American Legion's 2022 Law Enforcement Officer of the Year, awarded to one Vermont law enforcement professional.	
POLICE	NEPBA Contract	City Council approved collective bargaining agreement at CC Special Meeting 6/7/22. Agreement subject to one reopening for specific exception of wages as it relates to 07/01/23 and 07/01/24, to commence November, 2022.	City Manager, Ed Adrian, City Treasurer, Peter Garon, Officer Mark Barber and NEPBA
POLICIES	Personnel Policy - Review and adoption of updated Personnel Policy by City Council.	New VLCT updated model personnel policy has arrived. To be incorporated into City's policy then sent to City Council for review and approval	City Manager, Jill Muir @ VLCT
POLICIES	Purchasing Policy	Needs updating. VLCT model policy as resource.	City Manager

PROPERTY TAXES	Collection of Delinquent Property Taxes	Delinquent property taxes for 7/1/21 = \$137,000. For 6/6/22 total due down to \$80,000. Difference = \$57,000. Anticipate add'l taxes paid through VHIP program totaling \$50K	City Manager, City Treasurer, Britney Aube
PUBLIC ART CORRIDOR PLAN	Along Main Street/Route 22A from the City's gateway to the Otter Creek bridge.	Well-attended Vergennes Public Art Corridor Forum held 6/2/22 at VOH. Kudos to Dawn Wagner, Daily Chocolate and Katie Raycroft-Meyer for leading successful meeting. Outcome of project is a public art plan that can generate interest of from funding agencies	City, Vergennes Partnership, ACRPC
PUBLIC WORKS	Purchase of new Ventrac, less trade in value of existing Ventrac	FY 23 budget = \$56,000 budgeted less \$15,000 dealer trade in, for a total cost of \$41,000. Actual price = \$55,779.60 less \$20,000 dealer trade in = \$35,779.60. CC gave approval for use of Water Tower Funds at 9/13/22 meeting	Public Works
REAPPRAISAL	NEMRC selected for appraisal	Timeline: July 2023 - April 2025 - Data Collection and Data Entry. April - May 2025 – Field Review. May 2025 - Final Review. May 2025 – Pre-Hearings. June 2025 - Lodge Grand List and Grievance Hearings Realistic deliverable in 2024 or 2025 due to logjam of assessments state-wide.	Britney Aube
RECORDS	Kofile	5 Lien Books delivered to KOFILE Essex VT digitization facility in July.	
REVOLVING LOAN FUND (VRLF)	City Council approval of updated VRLF application and guidelines, 4/26/22	At 4/26/22 CC meeting, updates approved for Vergennes Revolving Loan Fund Application and Loan Fund Policies and Procedures	City Manager
REVOLVING LOAN FUND (VRLF) committee	CC appointed new committee members 4/26/22	At 4/26/22 meeting, CC approved 2-year terms, effective 5/1/22 thru 4/30/23 for Banker: Christopher Lapierre; Real Estate agent/broker: LynnDonnelly; City Treasurer: Angie Bolduc (ex-officio); Representative of Vergennes Partnership, Scott Gaines; Business or commercial propertyowner: Hillary Devine; Citizen at-large: Renny Perry. Ian Huizinga as CC rep.	City Manager
Sewer & Collection System Upgrade	USDA RD Funding: <b>Macdonough Pump Station and Force Main</b>	MDPS & FM Study: Q2 - Q4, 2022. MDPS & FM Design ;Q1 - Q4, 2023; MDPS & FM Construction: Q1--Q4, 2024: Possible new, more expansive location for MacDonough Pump Station being explored. Would involve purchase of land between dam and current pump station. The City's planning loan through DEC can cover appraisal fees - based on the appraisal city might be eligible for land purchase funding, limited to the appraised value.	City Manager, Rick Chaput, Jim Larrow, Jennie Auster,
Sewer & Collection System Upgrade	<b>Wastewater Treatment Facility Upgrade</b>	WWTF Design: Q4, 2022 to Q3, 2023. WWTF Construction: Q4, 2023 to Q3, 2025.	
Sewer & Collection System Upgrade	USDA RD funding: <b>NORTH MAIN STREET Sewer Segment</b>	Replacement of 1,500 LF of 8" VC pipe along N. Main to north of downtown. Identified based on existing pipe material, CCTV investigation, 1990s sump pump survey	
Sewer & Collection System Upgrade	USDA RD Funding: <b>MACDONOUGH DRIVE Sewer Segment</b>	Replacement of 1,050 LF of existing 8" VC pipe. Identified based on existing pipe material, 1990s sump pump survey, 1990s potential cross onnections report. Repairs to be timed with city's planned paving of Macdonough Dr.	

Sewer & Collection System Upgrade	USDA RD Funding: <b>DOWNTOWN Sewer Segment</b>	Replacement of 1,090 LF of existing 6" and 8" VC pipe along Green St and extending cross country from S. Water St. Identified based on existing pipe material, CCTV investigation, 2020 smoke testing results.	
Sewer & Collection System Upgrade	USACOE Funding: <b>GREEN STREET</b> sewer segment	Replacement of 1,030 LF of existing VC Pipe (unknown size) along Green St. to south of downtown. Identified based on 2020 smoke testing results, 1990s sump pump survey	
Sewer & Collection System Upgrade	USACOE Funding: Two sewer segments: <b>MAPLE MANOR</b> sewer segment	THIS PORTION OF UPGRADE MOVED TO FY 27 or FY 28. Replacement of 900 LF of existing 8" and 10" AC (Asbestos Cement) pipe along Maple Manor, S. Maple St. Identified based on CCTV investigation results, 1990s sump pump survey, 2020 smoke testing results. City will be responsible for mitigating asbestos cement pipe before ACOE.	
Storm Water Inspections,	Crosby Farms Subdivision, Permit 3814-9010 (Bowman Road, Crosby Court, Booska Court and Green Meadow Acres Road)	Detention Pond to be cleaned per inspection conducted annually by Otter Creek Engineering. No problems or concerns to date.	Public Works, OCE
Storm Water Inspections,	Otter Creek Village Residential Subdivision (Thomas Circle) Permit 4912-9010.R	Conducted annually by Otter Creek Engineering. Looking at downstream flows, have reached out to OCE for steps to deepen detention pond to reduce water flow between S. Maple St and Otter Creek during storm surges. Will require engineering, <u>permitting before work is done</u>	Public Works, OCE
Storm Water Inspections,	Sunset Drive, Permit 6186-9010.R	Conducted annually by Otter Creek Engineering. No problems or concerns to date.	
Sump Pump Program	Update of Sewer Ordinance Rewrite as it relates to Sump Pumps	Staff considering issuing an RFP for work. Council approved VT DEC application for possible subsidies to fund a portion of this work (presented by Hoyle Tanner at 9/13/22 meeting	
VERGENNES SWIM TEAM	MOU between City and VST drafted	Draft has been created (authors are Bill Clark, Martha DeGraaf, Ron Redmond, Kelly Knotek of VLCT) and presented to Recreation Committee and City Council. Ad Hoc committee including Alderwoman Rakowski, Martha DeGraaf and Kathy Rossier to review	City Manager, Martha DeGraaf, Bill Clark, Ed Adrian, Kelly Knotek (VLCT)
WWTF	Collection of Delinquent Sewer Fees	Delinquent sewer fees on 7/1/21 = \$44,640 . . On 6/6/22 total due was down to \$30,336. Difference = \$14,304	City Manager
WWTF	Local Control Plan 100%	LCTP at 100% is now accessible on City's website (from main page click on Sewer Upgrade Project. <a href="https://www.vergenes.org/bond_vote_/index.php">https://www.vergenes.org/bond_vote_/index.php</a>	
WWTF	Five Year Projection of Department Budget	Presented in draft for at 5/24 City Council. Updated version presented at 6/21/22 meeting. Periodic updates forthcoming	
Vergennes Panton Water District		At 6/14/22 city council 1) Request that City Charter to reflect current organizationl structure.	

Vergennes Panton Water District		<p>At 6/14/22 city council, VPWD seeking clarity on who owns the water line on Monkton Rd that extends into. Alderman Hawley offered to research City's land records for clarifying documents VPWD does not currently have. Hawley solution: Ferrisburgh residents receiving was could form special district or fire district acceptable to VPWD.</p> <p>iii. VPWD requested that Vergennes share cost of purchasing water meters. Consensus of the council not willing to fund cost.</p>	
Vergennes Economic Corridor	PELS (Planning & Environmental Linkages) Study.	<p>PUBLIC MEETING for PEL Study, November 3, 2022 from 6-8:30 pm at VOH. The Vergennes PEL Study is evaluating transportation alternatives that reduce the impact of large truck traffic on VT Route 22A and Downtown Vergennes to enhance quality of life and economic vitality. Purpose of meeting: present amended screening criteria, review the initial screening process and outcome, and gather feedback from the public. Participation provided both in-person and remotely via Zoom.</p>	
WAYFINDING SIGNAGE PROGRAM	Phase I, funded by Vermont Downtown Program Downtown Transportation Fund Grant	Targeting Spring 2023 for Phase I installation based on materials and fabricator availability.	City Manager, Wood & Wood Signs, Landworks, Vergennes Partnership

**CITY OF VERGENNES RESOLUTION**

**IN SUPPORT OF EXTRA MILE DAY ON  
NOVEMBER 1, 2022**

WHEREAS, the City of Vergennes is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, the City of Vergennes is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, the City of Vergennes is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, the City of Vergennes acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2022.

NOW THEREFORE, the Vergennes City Council does hereby proclaim November 1, 2022, to be Extra Mile Day. We urge each individual in the community to take time on this day to not only “go the extra mile” in their own lives, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

ATTEST:

\_\_\_\_\_  
Mathew Chabot, Mayor

\_\_\_\_\_  
Dickie Austin, Senior Alderman

\_\_\_\_\_  
Mel Hawley, Alderman

\_\_\_\_\_  
Ian Huizinga, Alderman

\_\_\_\_\_  
Zoe Kaslow, Alderwoman

\_\_\_\_\_  
Jill Murray-Killon, Alderwoman

\_\_\_\_\_  
Susan Rakowski, Alderwoman

**From:** Erin Roche <erin.roche@bixbylibrary.org>  
**Sent:** Thursday, October 20, 2022 1:55 PM  
**To:** Matt Chabot <mayor@vergennes.org>  
**Cc:** Ron Redmond <manager@vergennes.org>; Catharine Hays <catharine.hays@bixbylibrary.org>  
**Subject:** Re: Vergennes Representative to Bixby Board of Trustees

Hi Matt, Hi Ron,  
Here is a quick bio for Alex McGuire. Thanks again for getting this on your agenda for next week.  
Erin

At its October meeting, the Bixby Board of Trustees voted unanimously to request that the Vergennes City Council appoint Alex McGuire to be the Vergennes representative to the Bixby Trustees. Alex has lived in Vergennes for 16 years, and has been an active member of her adopted community, serving on the Evergreen Preschool Board, the Vergennes Elementary Community Group, the Regional Planning Commission, the Development Review Board, a Girl Scout leader, as well as a mom of 6 children. Alex is a lifelong library enthusiast, noting that the first thing she did after closing on her house in Vergennes was to get a library card. The Trustees believe that her leadership experience, along with her enthusiasm and her commitment to the community, will make her an exceptional Trustee.

## MEMORANDUM OF UNDERSTANDING

Between the City of Vergennes and Addison Northwest School District

**Dated this 25<sup>th</sup> day of October, 2022**

This memorandum of understanding is made this day between the Addison Northwest School District, hereinafter called "District", and the City of Vergennes, hereinafter called "City". This MOU is intended to clearly state the shared goals of both the City and the District, and to identify areas of collaboration that will allow both parties to best serve the needs of all Vergennes residents. It is to be renewed each fiscal year by both parties, with the purpose of institutionalizing on-going communication, by June 30th.

### **PURPOSE:**

- Support and promote a diverse offering of out-of-school programs which supplement and enhance youth's ability to "lead healthy, productive, and successful lives and engage in their local and global community".
- Allow the other to use its property for the benefit of Vergennes residents, especially families and children, without charge except when substantial added costs ensue to either the City or the District. In this case, a reasonable charge must be agreed upon prior to the facility use.
- In order to provide the best services to the residents, families, and businesses of Vergennes and maintain the community's affordability, the City and District agree to participate in professional development opportunities around municipal financing tools and to continually communicate and cooperate on long term capital planning.

### **To this end, the City agrees to:**

#### PARKING, PLOWING & MOWING

- Store a tri-axle of road salt each year. The District has 24/7 access to the City salt shed for the duration of the season.
- Plow the District property dirt road to Skating Hut at Veterans Memorial Park as needed.

#### RECREATION

- Ensure Sam Fishman Memorial Pool is open and available for VUES and VUHS students to use for curricular and co-curricular activities by the second week of May.

- Provide access to Veterans Memorial Park to the District for curricular and co-curricular activities.
- Provide storage for the District equipment at the Skating Hut in Veterans Memorial Park. In the event that the storage facility size appears inadequate, the City will notify the District of the need to free up space.
- Follow District procedures for use of property and facilities. Currently, the District uses a software for requesting access called FS Direct/School Dude and will follow the Facility Use E20 policy.

### **The District agrees to:**

#### **PARKING, PLOWING & MOWING**

- Purchase the first tri-axle of road salt each year that is delivered to the City's salt shed. In return, the District has 24/7 access to the City salt shed for the duration of the season. The District and City will reconcile at the close of each season
- Mow and trim City property from East Street to the pool, and from the pool to and around the Pavilion.
- Allow parking at VUES for access to Veterans Memorial Park when school is not in session.
- The City of Vergennes Winter Parking Ban is in effect December 1<sup>st</sup> through March 31<sup>st</sup> of each year. There is no parking on city streets from 2 am through 6:30 am. Likewise, the School District does not allow parking during these hours in any of its parking lots.

#### **RECREATION**

- Provide access to school property for City recreational programs. \* (Please see City section above in reference to how the access is requested to the school district).
- Follow City procedures for requesting use of City property. Currently the City uses Myrec online request forms or contact the Recreation Coordinator.

The terms of this agreement may be amended each year and approved by the School board and Vergennes City Council.

INDEMNIFICATION: The City shall indemnify, defend, and hold the District and its agents or employees harmless for all liability, claims, suits, judgments, damages, and costs, including reasonable attorney's fees, arising out of this Agreement, including but not limited to, the negligent acts or omissions, theft, or intentional misconduct of the City and its agents, employees or subcontractors. The District shall indemnify, defend, and hold the City and its agents or employees harmless for all liability, claims, suits, judgments, damages, and costs, including reasonable attorney's fees, arising out of this Agreement, including but not limited to, the negligent acts or omissions, theft, or intentional misconduct of the District and its agents, employees or subcontractors.

Addison Northwest School District:

City of Vergennes:

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STATE OF VERMONT

COUNTY OF ADDISON, SS.

At Vergennes, in the County and State aforesaid, this day of \_\_\_\_, 2022, personally appeared Matt Chabot, Mayor and duly authorized agent of the City of Vergennes, who acknowledged this instrument to be his free act and deed and the free act and deed of the City of Vergennes.

Notary Public

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Notary Public

Commission Expires:

## **CITIZENS ADVISORY COMMITTEE.**

### **DESCRIPTION**

The Citizens Advisory Committee is established under the direction of the Vergennes City Council. It serves as a resource for the City of Vergennes and Vergennes Police Department to assist in the formation of strategies for community policing programs, increasing public awareness, and furthering engagement and transparency.

The Committee provides a forum for discussions concerning community issues where a broad spectrum of viewpoints are represented. The Committee addresses issues associated with police-community relations, enhancements of VPD's operations, and public safety issues to further enhance the quality of life in our community.

The Committee also serves as a sounding board for the Chief of Police regarding community needs and concerns while keeping the Chief apprised of the community's need for police services.

The Committee focuses on contemporary challenges that affect Vergennes and the police department. Examples include, but are not limited to:

- Community Policing Policy Initiatives
- Racial equity issues
- Use of Force
- Mental Health Response
- Neighborhood Crime Prevention
- Criminal activity and trends
- Transparency in operations
- Quality of Life Issues
- Technology

The Committee receives an annual budget presentation from the City Manager and Chief of Police, and regularly receives data created by the City Manager with support from the Police Chief, that includes: Calls for service, Uniform Crime Reporting, Part 1 (Crimes Against Persons and Property Crime), Number and types of citizen complaints received and other information as requested by the Committee.

### **AUTHORITY**

The Committee acts solely in an advisory capacity. The Citizens Advisory Committee has no power or authority to investigate, review, or otherwise participate in matters involving specific police personnel or specific police-related incidents. It does not receive, or review complaints initiated against personnel or the police, nor play any role in civil or criminal litigation. In its capacity as an advisory committee, the Committee is intended to be an expression of the community's viewpoints.

### **COMPOSITION**

The Committee is made up of seven members, representing a cross-section of the community.

- Five members, appointed by the City Council, who represent a broad and diverse range of community interests and experiences from business, education, non-profits, faith community, youth, etc. Members must be Vergennes residents or employed by a Vergennes businesses or organization.

- One member representing the Vergennes City Council (either a council member or individual appointed to represent the Council.)
- One member representing the Vergennes Police Department who is a member of the NEPBA.

Members are chosen for their demonstrated commitment to the community and are appointed by the Council to two-year terms. They serve on a volunteer basis, receiving no compensation.

#### **COMMITTEE EXPECTATIONS**

- attend scheduled meetings and be prepared to engage in honest and productive dialogue. Members who miss three regular Committee meetings in a year may be considered for replacement.
- treat fellow committee members with dignity and respect.
- attend and participate in major police events, such as National Night-Out.
- coordinate with city staff to schedule a ride-along with a Vergennes police officer and take a tour of the Police Department to familiarize themselves with department operations.

#### **STAFF SUPPORT**

The City Manager and City Hall staff provides all administrative support to the Citizens Advisory Committee. A member of the Committee serves as secretary. Meeting are publicly warned and minutes are posted on the city's website.

## LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-255-1.3

Loan Amount: \$336,789.00

1. City of Vergennes, the Municipality, hereby certifies to the Vermont Municipal Bond Bank (“Bond Bank”) that:
  - (a) It will secure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the “Project”), if any, as described in Exhibit A;
  - (c) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
    - (i) Principal, administrative fees and interest of the Municipal Note, as the same becomes due; and
    - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, and the system of which is a part;
  - (d) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Note shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan, if any.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C) available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality’s certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Note payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any

changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

6. The period of performance for this agreement begins upon execution and ends five years after execution.

7. Notwithstanding paragraph 14 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

8. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Clean Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

9. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

11. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

12. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it

may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

13. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

14. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

15. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

16. The Municipality will obtain flood insurance for any insurable portion of the Project.

17. The Municipality agrees to use the loan proceeds solely for the project for which the loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Funds will be disbursed from Federal Award ID Number CS500001## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

18. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

19. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

20. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Clean Water State Revolving Fund, CFDA number 66.458, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall

have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.

21. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

22. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), may apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208, as applicable.

23. The effective date of the Loan Agreement is the execution date of the General Obligation Note.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:

  
\_\_\_\_\_  
Secretary

VERMONT MUNICIPAL BOND BANK

By:   
\_\_\_\_\_  
Executive Director

Attest:

\_\_\_\_\_  
Clerk

City of Vergennes

By: \_\_\_\_\_  
Chair of the Governing Body

And by:

\_\_\_\_\_  
Treasurer

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Note

EXHIBIT D: Resolution and Certificate

## EXHIBIT A

### PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

#### Description:

This project was originally for the evaluation and report for the wastewater treatment facility, collection system, including the Macdonough Drive Pump Station, as well as the development of a CSO Long Term Control Plan. A new consulting engineering firm has taken over the project and is breaking the project into two separate projects, the WWTF Upgrade and the Collection System Improvements. This loan includes all planning and additional subsidy for the larger project so far, and is now being amended to include additional planning costs for the WWTF evaluation.

#### Conditions:

- 1) Repayment of this loan shall commence no later than five (5) years after the execution of the loan.
- 2) If the project funded with this loan proceeds to construction within five (5) years of loan execution and the construction project is funded with a SRF loan, the planning loan will be consolidated with the construction loan.
- 3) The engineer will meet with the Water Investment Division (WID) to present work summaries at 30% work completion, 60% work completion, and 90% work completion, or as otherwise directed by the WID engineer. Disbursements will not be made without each required meeting and disbursements above 90% of the loan amount will not be made until the final documents have been received, reviewed, and approved by WID.
- 4) If this project is funded by USDA/Rural Development or any other non-CWSRF funding, the applicant shall, within sixty (60) days of receiving the non-CWSRF funding, repay the entire portion of the CWSRF planning loan(s).
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## EXHIBIT B

### LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

#### ENVIRONMENTAL:

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- Archeological and Historic Preservation 16 USC §469a-1
- Bald and Golden Eagle Protection Act, 16 USC §668-668c
- Clean Air Act, 42 USC §7401
- Coastal Barrier Resources Act, 16 USC §3501
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- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
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- Protection of Wetlands, Executive Order 11990 (1977) as amended by Executive Order 12608 (1997)
- Environmental Justice, Executive Order 12898
- Protection and Enhancement of the Cultural Environment, Executive Order 11990 (1977), as amended by Executive Order
- Farmland Protection Policy Act, 7 USC §4201
- Fish and Wildlife Coordination Act, 16 USC §661
- Magnuson-Stevens Fishery Conservation and Management Act, 16 USC §1801 *et seq.*
- Marine Mammal Protection Act, 16 USC §7703 *et seq.*
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act 54 USC § 300101 *et seq.*
- Rivers and Harbors Act, 33 USC §403
- Safe Drinking Water Act, 42 USC §300f
- Wild and Scenic Rivers Act 16 USC §1271

#### ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

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- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 USC § 47113 - Minority and disadvantaged business participation

- Equal Employment Opportunity, Executive Order 11264
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

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- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Signage requirements per 2015 EPA guidance
- 2 CFR 200.216 and section 889 of Public Law 115-232, Prohibition of certain telecommunication and video surveillance services or equipment
- Build America, Buy America (BABA) provisions of the Federal Infrastructure Investment and Jobs Act (IIJA)

EXHIBIT C

\$336,789.00

UNITED STATES OF AMERICA  
 STATE OF VERMONT  
 City of Vergennes  
 GENERAL OBLIGATION NOTE

The City of Vergennes (hereinafter called the “Municipality”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Bond Bank, or registered assigns, the not-to-exceed sum of \$336,789.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 6/1/2027 as follows:

Vergennes City, Vermont							
Loan RF1-255-1.2							
Prepared on 3/16/2022							
Loan Terms							
Loan Amount:	\$336,789.00						
Loan Term Year:	10						
Interest rate:	0.0000%						
Administrative Fee:	0.0000%						
Repayment Date	Payment Number	Principal Due	Principal Payment	Principal Forgiven	Interest Payment	Administrative Fees	Total Payment
6/1/2027	1	336,789.00	9,192.50	244,864.00	0.00	0.00	9,192.50
6/1/2028	2	82,732.50	9,192.50	0.00	0.00	0.00	9,192.50
6/1/2029	3	73,540.00	9,192.50	0.00	0.00	0.00	9,192.50
6/1/2030	4	64,347.50	9,192.50	0.00	0.00	0.00	9,192.50
6/1/2031	5	55,155.00	9,192.50	0.00	0.00	0.00	9,192.50
6/1/2032	6	45,962.50	9,192.50	0.00	0.00	0.00	9,192.50
6/1/2033	7	36,770.00	9,192.50	0.00	0.00	0.00	9,192.50
6/1/2034	8	27,577.50	9,192.50	0.00	0.00	0.00	9,192.50
6/1/2035	9	18,385.00	9,192.50	0.00	0.00	0.00	9,192.50
6/1/2036	10	9,192.50	9,192.50	0.00	0.00	0.00	9,192.50
			91,925.00	244,864.00	0.00	0.00	

EXHIBIT C

This Note is payable in lawful money of the United States at People’s United Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Note is issued by the Municipality for the purpose of financing planning of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a vote of the governing body of the Municipality duly passed on 6/3/2021.

This Note is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Note to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

City of Vergennes

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Majority of its Governing Body

Date \_\_\_\_\_

\_\_\_\_\_  
Treasurer

EXHIBIT C

\$336,789.00

City of Vergennes

GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a fully registered Note, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Note. The name and address of the original registered owner of this Note is Vermont Bond Bank, 100 Bank St, Suite 401, Burlington, VT 05402.

\_\_\_\_\_  
Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE  
(General Obligation)  
(Vermont Clean Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the City of Vergennes (herein called the "Municipality") at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was found and determined that the public interest and necessity required certain public wastewater improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same shall be submitted to the legal voters at meetings thereof, and it will be ordered, all of which action will be hereby ratified and confirmed; and

WHEREAS, the Municipality has applied for financial assistance in planning for the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Municipal Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a Loan from said Bank in the amount of \$336,789.00 to be discounted by the amount of up to \$224,864, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

AND WHEREAS, the Note to be given by the Municipality to the Vermont Municipal Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Note to be executed and delivered to the Vermont Municipal Bond Bank upon the price and terms stated, and be registered as the law provides; and

BE IT FURTHER RESOLVED, that the Note when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Note, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Municipal Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

## EXHIBIT D

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Note, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$336,789.00 to the Vermont Municipal Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that People's United Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Note and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Note payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Note is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Note is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We further certify that no litigation is pending or threatened affecting the validity of the Note nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Note, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

EXHIBIT D

ATTEST:

City of Vergennes

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Majority of its Governing Body

And By:

\_\_\_\_\_  
Its Treasurer

## LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-294-1.0

Loan Amount: \$250,380.00

1. City of Vergennes, the Municipality, hereby certifies to the Vermont Municipal Bond Bank (“Bond Bank”) that:
  - (a) It will secure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the “Project”), if any, as described in Exhibit A;
  - (b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
    - (i) Principal, administrative fees and interest of the Municipal Note, as the same becomes due; and
    - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, and the system of which is a part;
  - (c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Note shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan, if any.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C) available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality’s certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Note payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any

changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

6. The period of performance for this agreement begins upon execution and ends five years after execution.

7. Notwithstanding paragraph 14 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

8. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Clean Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

9. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

11. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

12. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it

may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

13. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

14. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

15. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

16. The Municipality will obtain flood insurance for any insurable portion of the Project.

17. The Municipality agrees to use the loan proceeds solely for the project for which the loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Funds will be disbursed from Federal Award ID Number CS500001## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

18. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

19. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

20. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Clean Water State Revolving Fund, CFDA number 66.458, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall

have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.

21. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

22. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), may apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208, as applicable.

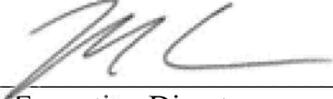
23. The effective date of the Loan Agreement is the execution date of the General Obligation Note.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:

  
\_\_\_\_\_  
Secretary

VERMONT MUNICIPAL BOND BANK

By:   
\_\_\_\_\_  
Executive Director

Attest:

\_\_\_\_\_  
Clerk

City of Vergennes

By: \_\_\_\_\_  
Chair of the Governing Body

And by:

\_\_\_\_\_  
Treasurer

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Note

EXHIBIT D: Resolution and Certificate

## EXHIBIT A

### PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

#### Description:

This planning loan funds project planning that takes the collection system, Mcdonough pump station, and CSO LTCP preliminary engineering that was completed by T&H under RF1-255-1.2 and proceeds with completion of Step I for these elements by the new consulting engineer, HTA.

#### Conditions:

- 1) Repayment of this loan shall commence no later than five (5) years after the execution of the loan.
- 2) If the project funded with this loan proceeds to construction within five (5) years of loan execution and the construction project is funded with a SRF loan, the planning loan will be consolidated with the construction loan.
- 3) The engineer will meet with the Water Investment Division (WID) to present work summaries at 30% work completion, 60% work completion, and 90% work completion, or as otherwise directed by the WID engineer. Disbursements will not be made without each required meeting and disbursements above 90% of the loan amount will not be made until the final documents have been received, reviewed, and approved by WID.
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- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Signage requirements per 2015 EPA guidance
- 2 CFR 200.216 and section 889 of Public Law 115-232, Prohibition of certain telecommunication and video surveillance services or equipment
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EXHIBIT C

\$250,380.00

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STATE OF VERMONT  
City of Vergennes  
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Vergennes City, Vermont							
Loan RF1-294-1.0							
Prepared on 3/17/2022							
Loan Terms							
Loan Amount:	\$250,380.00						
Loan Term Year:	10						
Interest rate:	0.0000%						
Administrative Fee:	0.0000%						
Repayment Date	Payment Number	Principal Due	Principal Payment	Principal Forgiven	Interest Payment	Administrative Fees	Total Payment
6/1/2027	1	250,380.00	15,038.00	100,000.00	0.00	0.00	15,038.00
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6/1/2030	4	105,266.00	15,038.00	0.00	0.00	0.00	15,038.00
6/1/2031	5	90,228.00	15,038.00	0.00	0.00	0.00	15,038.00
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6/1/2033	7	60,152.00	15,038.00	0.00	0.00	0.00	15,038.00
6/1/2034	8	45,114.00	15,038.00	0.00	0.00	0.00	15,038.00
6/1/2035	9	30,076.00	15,038.00	0.00	0.00	0.00	15,038.00
6/1/2036	10	15,038.00	15,038.00	0.00	0.00	0.00	15,038.00
			150,380.00	100,000.00	0.00	0.00	
For planning purposes only. Figures subject to change based on actual disbursements.							

EXHIBIT C

This Note is payable in lawful money of the United States at People’s United Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Note is issued by the Municipality for the purpose of financing planning of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a vote of the governing body of the Municipality duly passed on 6/3/2021.

This Note is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Note to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

City of Vergennes

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Majority of its Governing Body

Date \_\_\_\_\_

\_\_\_\_\_  
Treasurer

EXHIBIT C

\$250,380.00

City of Vergennes

GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a fully registered Note, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Note. The name and address of the original registered owner of this Note is Vermont Bond Bank, 100 Bank St, Suite 401, Burlington, VT 05402.

\_\_\_\_\_  
Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE  
(General Obligation)  
(Vermont Clean Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the City of Vergennes (herein called the "Municipality") at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was found and determined that the public interest and necessity required certain public wastewater improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same shall be submitted to the legal voters at meetings thereof, and it will be ordered, all of which action will be hereby ratified and confirmed; and

WHEREAS, the Municipality has applied for financial assistance in planning for the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Municipal Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a Loan from said Bank in the amount of \$250,380.00 to be discounted by the amount of up to \$100,000, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

AND WHEREAS, the Note to be given by the Municipality to the Vermont Municipal Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Note to be executed and delivered to the Vermont Municipal Bond Bank upon the price and terms stated, and be registered as the law provides; and

BE IT FURTHER RESOLVED, that the Note when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Note, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Municipal Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

## EXHIBIT D

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Note, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$250,380.00 to the Vermont Municipal Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that People's United Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Note and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Note payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Note is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Note is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We further certify that no litigation is pending or threatened affecting the validity of the Note nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Note, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

EXHIBIT D

ATTEST:

City of Vergennes

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Majority of its Governing Body

And By:

\_\_\_\_\_  
Its Treasurer

**MUNICIPAL POLICIES AND CODES (FORM MP-1)**

Consistent with the provisions of the Vermont Community Development Program, and federal law, the (check one) [ ] Town [xx ] City [ ] Village of Vergennes has adopted the following policies and codes:

**Equal Employment Opportunity Policy (required by 24 CFR 570.904 and modeled on the State of Vermont's State Government EEO Plan for FY 2017):**

A. It is the policy and practice of this municipality to assure that no person will be discriminated against, or be denied the benefit of any activity, program, or employment process, in any area of employment, including but not limited to recruitment, advertising, hiring, promotion, transfer, demotion, lay off, termination, rehiring, rates of pay, benefits, development opportunities, and/or other compensation. This municipality is strongly committed to non-discrimination and equal opportunity in all employment actions for qualified persons without regard to race, color, religion, ancestry, national origin, age, gender, sexual orientation, sexual identification, or disabling condition. It is the policy of this municipality to provide a workplace that is free of harassment for being a member of a protected class, and this municipality prohibits retaliatory action for any protected activity. With this in mind, the following policy is set in place.

1. This municipality shall consider all qualified applicants for available positions without regard to race, color, religion, ancestry, national origin, age, gender, sexual orientation, sexual identity, or disability, provided the individual is qualified to perform the work available. Attempts will be made to contact known sources of minority and women potential applicants to maximize the participation of such applicants.
2. All recruitment advertisements will include the municipality's commitment to Equal Employment Opportunity, and job specifications/descriptions should be reviewed periodically and properly identify job-related requirements.
3. EEO posters shall be placed and maintained in conspicuous locations.
4. Advancement to positions of greater responsibility is based on an individual's demonstrated performance.
5. Compensation, benefits, job assignments, layoffs, employee development opportunities, and discipline shall be administered consistent with federal and state laws, and without bias to race, color, religion, ancestry, national origin, age, gender, sexual orientation, sexual identity, or disability.
6. Executive, management and supervisory level employees have the responsibility to further the implementation of this policy and ensure conformance by subordinates.
7. Any municipal employee who engages in discrimination of a member of a protected class or unlawful harassment may be subject to appropriate discipline.
8. Any supervisory or managerial employee who knows of unlawful discrimination or harassment in the workplace, and fails to take immediate and appropriate corrective action, may be subject to disciplinary action.

B. The municipality is committed to its Equal Employment Opportunity Policy, and as part of the Equal Employment Opportunity Plan will:

1. Recruit, hire, upgrade, train, and promote in all job classifications without regard to race, color, religion, ancestry, national origin, age, gender, sexual orientation, sexual identity, or disability;
2. Base employment decisions on the principles of Equal Employment Opportunity and with the intent to further the municipality's commitment to workplace diversity;
3. Ensure that all other personnel actions such as compensation, benefits, municipal-sponsored training, educational tuition assistance, social and recreational programs shall be administered without regard to race, color, religion, ancestry, national origin, age, gender, sexual orientation, sexual identity, or disability;
4. Provide reasonable accommodations for applicants and/or employees with disabilities, which will enable them to successfully perform the essential job functions;
5. Ensure that employees and applicants are not subjected to intimidation and/or harassment, threats, coercion, or discrimination because they have filed a complaint, assisted or participated in an investigation or any other activity, or opposed any act or practice made unlawful;
6. Investigate claims of discrimination and unlawful harassment in the workplace; and
7. Promote inclusion and diversity in all levels of the workforce.

**Fair Housing Policy (required by 24 CFR 570.904 and modeled on 24 CFR Part 6):**

The policy set forth herein applies to all housing programs, both present and future, funded through the Vermont Community Development Program.

A. This municipality will not, directly or through contractual, licensing, or other arrangements, take any of the following actions on the grounds of race, color, national origin, religion, or sex:

1. Deny any individual any facilities, services, financial aid, or other benefits provided under any VCDP-funded program or activity;
2. Provide any facilities, services, financial aid, or other benefits that are different, or are provided in a different form, from that provided to others under any VCDP-funded program or activity;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter of process related to the receipt of any service or benefit under any VCDP-funded program or activity;
4. Restrict an individual's access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under any VCDP-funded program or activity;
5. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirements or conditions that the individual must meet in order to be provided any facilities, services, or other benefit provided under any VCDP-funded program or activity;
6. Deny an individual an opportunity to participate in any VCDP-funded program or activity as an employee;

7. Aid or otherwise perpetuate discrimination against an individual by providing VCDP-funded financial assistance to an agency, organization, or person that discriminates in providing any housing, aid, benefit, or service;
8. Otherwise limit an individual in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by other individuals receiving the housing, aid, benefit, or service;
9. Use criteria or methods of administration that have the effect of subjecting persons to discrimination or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons of a particular race, color, national origin, religion, or sex; or
10. Deny a person the opportunity to participate as a member of planning or advisory boards.

B. In determining the site or location of housing, accommodations, or facilities, this municipality will not make selections that have the effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination on the ground of race, color, national origin, religion, or sex. This municipality will not make selections that have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of this policy.

C. This municipality will not, directly or through contractual, licensing, or other arrangements, solely on the basis of handicap:

1. Deny a qualified individual with handicaps the opportunity to participate in, or benefit from, any VCDP-funded housing, aid, benefit, or service;
2. Afford a qualified individual with handicaps an opportunity to participate in, or benefit from, any VCDP-funded housing, aid, benefit, or service that is not equal to that afforded to others;
3. Provide a qualified individual with handicaps with any VCDP-funded housing, aid, benefit, or service that is not as effective in affording the individual an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others;
4. Provide different or separate VCDP-funded housing, aid, benefits, or services to individuals with handicaps or to any class of individuals with handicaps from that provided to others unless such action is necessary to provide qualified individuals with handicaps with housing, aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified individual with handicaps by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any housing, aid, benefit, or service to beneficiaries in the recipient's federally assisted program or activity;
6. Deny a qualified individual with handicaps the opportunity to participate as a member of planning or advisory boards;

7. Deny a dwelling to an otherwise qualified buyer or renter because of a handicap of that buyer or renter or a person residing in or intending and eligible to reside in that dwelling after it is sold, rented or made available; or
8. Otherwise limit a qualified individual with handicaps in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by other qualified individuals receiving the housing, aid, benefit, or service.

D. This municipality will not, directly or through contracting, licensing, or other arrangements, use age distinctions or take any other actions that have the effect, on the basis of age, of:

1. Excluding individuals from, denying them the benefits of, or subjecting them to discrimination under, a VCDP-funded program or activity; or
2. Denying or limiting individuals in their opportunity to participate in any VCDP-funded program or activity.

**Use of Excessive Force Policy (42 USC sec. 5304(l)):**

This municipality (1) prohibits the use of excessive force by its law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and (2) prohibits its law enforcement agencies from physically barring entrance to or exit from a facility or location that is the subject of a nonviolent civil rights demonstration.

**Policy on the Use of VCDP Funds for Federal Lobbying (Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 and 43 CFR part 18, New Restrictions on Lobbying. Submission of an application also represents the applicant's certification of the statements in 43 CFR part 18, appendix A, Certification Regarding Lobbying):**

This municipality will not allow the use of VCDP funds to pay any person for the influencing or attempting to influence an officer of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

**Code of Ethics for Administration of Vermont Community Development Program (24 CFR 570.489(h)):**

The following code of ethical conduct for public officials, employees and/or affected contractors covers all aspects of the VCDP, whether or not specifically cited.

1. Goods and services shall be procured in a manner which maximizes free and open competition.
2. Officers and employees shall not participate in any decision concerning matters in which they

have a financial interest.

3. Conflicts, and the appearance of conflicts, of interest shall be avoided in order to assure public confidence in the operations of governments.
4. Every effort will be made to actively recruit woman-owned or minority-owned businesses and to provide opportunities for local residents and businesses, consistent with Section 3 of the Housing and Urban Development Act of 1968.
5. All procurement actions shall be conducted in public and all records related thereto will be open to public review.

**The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.)** requires Grantees to certify and assure the Department that they will establish a formal written policy that informs employees that the manufacture, distribution, possession and use of illegal drugs in the workplace are prohibited, and an ongoing drug-free awareness program.

If this municipality does not already have a drug-free workplace policy that is at least as robust as the following, it hereby establishes that:

As an employer, the {Municipality} is responsible for maintaining safe, efficient working conditions for its employees by providing a drug-free workplace. Therefore, municipal employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any municipal work site.

1. The illegal use, possession, sale, distribution, or manufacture of controlled substances in or on property belonging to the municipality will not be tolerated and is considered to be grounds for review and termination of employment at the discretion of the employee's supervisor.
2. Any employee of the municipality who has a controlled substance dependency, or any other controlled substance-related problem, shall immediately seek professional assistance or counseling.
3. Any employee of the municipality who is convicted of violating any criminal drug statute must inform his or her supervisor within 5 days after the conviction. The criminal conviction of any employee of this municipality for the use, possession, sale or distribution of a controlled substance may be considered grounds for review and termination of employment at the discretion of the employee's supervisor.
4. If an employee who is convicted of violating any criminal drug statute works in a federally funded program, the municipality shall notify the agency that provides the federal funding within ten (10) days of the municipality's receiving the notice of the conviction. In the case of the Vermont Community Development Program, notify the Department of Housing and Community Development.
5. Any employee on municipal premises who appears to be under the influence of, or who possesses illegal or non-medically authorized drugs, or who has used such drugs on municipal

premises, may be temporarily relieved from duty pending further investigation.

6. If the use of legal drugs endangers safety, management may (but is not required to) reassign work on a temporary or permanent basis.
7. All current and future employees shall be informed of this policy and shall acknowledge in writing their understanding and acceptance of this policy.

**Subrecipient Oversight Monitoring Policy (required by Uniform Guidance, 2 CFR Part 200):**

The policy set forth herein must be adopted by all municipalities using VCDP funds. Adoption of this policy certifies the Grantee shall be responsible for oversight monitoring of grant funds that are dispersed to a sub-recipient, to ensure the funds are properly managed.

To ensure such funds are managed according to the agreements and requirements of the granting agency, the Municipality will designate a municipal individual responsible for subrecipient monitoring. At a minimum, this will include:

1. Closely monitoring and reviewing the requisition of funds to the funding agency on a regular basis;
2. Reviewing the Subrecipient's financial management systems, internal control procedures, separation of duties, ensuring that different individuals review the invoices for payment and accuracy, from someone who writes the check, to someone who authorizes or signs the check, to someone who reconciles the Bank statements;
3. Reviewing the Subrecipient's procurement policies to ensure that they meet the requirements of 2 CFR Part 200, Uniform Federal Guidance;
4. Reviewing Labor Standards, if applicable, and the appropriate wage rates; securing payrolls and reviewing them for accuracy, and in the event there are any errors securing proof of restitution;
5. Ensuring that contractors are being paid appropriately, and lien waivers and other releases are secured from the contractors;
6. Closely monitoring the progress of the funded project through the review of required progress reports; and
7. Obtaining and reviewing the independent audit if required for the sub-recipient (expenditure of \$750,000 or greater in one fiscal year); or the municipality may determine that its own single audit may be expanded to include the scope of federal funds expended at the subrecipient level; or the subrecipient may be eligible to have a program specific audit.
8. Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belong to, or in use

by, any Subgrantee or Subrecipients pertaining to the receipts of VCDP funds as may be necessary to make audits, examinations, excerpts, and transcripts.

**Whistleblower Protections:**

A. The Municipality shall not discriminate or retaliate against a municipal employee or agent for engaging in the following:

1. Providing to a public body a good faith report or good faith testimony that alleges an entity of municipal or state government, a municipal employee or official, or a person providing services to the municipality under contract has engaged in a violation of law or in waste, fraud, or abuse of authority, or an act threatening health or safety.
2. Assisting or participating in a proceeding to enforce the provisions of this policy.

B. Neither the Municipality nor any municipal officer or employee shall attempt to restrict or interfere with, in any manner, a municipal employee's ability to engage in any of the protected activity described in subsection (a) of this policy. Employees are not required to report misconduct to the municipality or its agents prior to reporting to any governmental entity and/or the public.

C. Neither the Municipality nor any municipal offer or employee shall require employees or agents to forego monetary awards as a result of such reports.

**Texting While Driving Policy (Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving)** requires Grantees to certify and assure the Department that they will establish a formal written policy that informs employees that text messaging while operating a municipal vehicle is prohibited, and to conduct initiatives that encourage voluntary compliance with the municipal policy while off duty. If this municipality does not already have a such a policy that is at least as robust as the following, it hereby establishes that:

This municipality (1) prohibits the practice of texting while driving by its employees in municipal vehicles; and (2) requires its employees to adhere to Vermont statute, 23 V.S.A. § 1095b. "Handheld use of portable electronic device prohibited."

**Adoption**

Adopted by the Legislative Body on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**LEGISLATIVE BODY**

(Typed Name)

(Signature)

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# National Opioid Settlements



## DISTRIBUTOR SETTLEMENT AGREEMENT - ALLOCATION NOTICE

Payment Year: 2

Date of Notice: 10/11/2022

Deadline to Dispute Allocation: 11/1/2022

Expiration of 50 Days: 11/30/2022

Settling State

Vermont

### I. PAYMENT ALLOCATION DETERMINATION

This Notice is an official communication from the Directing Administrator of the National Opioid Settlements. A copy of this Notice has been sent to the Enforcement Committee and Settling Distributors pursuant to Section IV.B of the Distributor Settlement Agreement, dated as of July 21, 2021, as amended, between and among the Settling States, the Settling Distributors, and Participating Subdivisions (the "Distributor Settlement Agreement"). All capitalized terms used in this letter have the meanings ascribed to them in the Distributor Settlement Agreement.

Pursuant to Section IV.B and Exhibit M of the Distributor Settlement Agreement, Vermont's Total Payment Year 2 amount is **\$2,369,245.88**, which is broken down in Table 1 in Attachment 1 to this Allocation Notice.

As provided under Section V.C of the Distributor Settlement Agreement, Vermont has instructed the Directing Administrator to calculate the intrastate allocations pursuant to the national default. Using the default provisions, the Directing Administrator has allocated the Annual Payment as follows: (i) 15% to the State Fund, (ii) 70% to the Abatement Accounts Fund, and (iii) 15% to the Subdivision Fund, to be paid directly to the Subdivisions per the allocation percentages provided in Exhibit G of the Distributor Settlement Agreement. The intrastate allocations are included as Attachment 1 to this Allocation Notice.

Undisputed amounts allocated to the State Fund, the Abatement Accounts Fund, and Subdivision Fund for Participating Subdivisions will be paid no later than the date that is 50 days after the date of this Allocation Notice. Pursuant to Section IV.C and Section VII.E of the Distributor Settlement Agreement, the identified Non-Participating Subdivisions are ineligible to receive their allocated shares for the current Payment Year. The Directing Administrator has added the amounts allocated to these ineligible Subdivisions to the Abatement Accounts Fund under Section IV.C.3 and Section V.D.5 of the Distributor Settlement Agreement as reflected in the Total Payments listed in Table 1 of Attachment 1 to this Allocation Notice.

### II. YOUR RIGHT TO DISPUTE

Section IV.B.4 of the Distributor Settlement Agreement provides that within twenty-one (21) calendar days of receiving notice any party may dispute the calculation of the amount to be received by a Settling State or its Participating Subdivisions listed on Exhibit G as inconsistent with the terms of the Agreement. Written notice must be provided to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

A party has until the Deadline to Dispute Allocation listed at the top of this Allocation Notice to deliver a written notification of dispute. The amounts listed in this Allocation Notice will be deemed accepted if the Directing Administrator has not received a party's dispute before midnight Eastern Time on the deadline date. Submit your written request by email to [DirectingAdministrator@NationalOpioidOfficialSettlement.com](mailto:DirectingAdministrator@NationalOpioidOfficialSettlement.com).

# National Opioid Settlements



Any party affected by the dispute may object to the notification of dispute. Depending on the nature of the dispute, contested disputes must be resolved in either the court that entered a state's Consent Judgment or the National Arbitration Panel. The Directing Administrator will not disburse any funds potentially affected by a contested dispute until the dispute is resolved by the court or the National Arbitration Panel.

### III. TO ACCEPT PAYMENT

If you do not dispute the payment and you have previously created a Portal Account and completed your Payment Election Forms and W-9 Forms, no further action is needed. The Directing Administrator will begin issuing payments after the applicable deadlines have passed using the existing payment instructions. If you have not previously created a Portal Account, please do so and complete the Payment Election Forms and W-9 Forms to create payment instructions for any Settlement Payments. **Keep your payment instructions current in the Portal as the Directing Administrator will use these forms to issue settlement payments.**

### IV. TO REALLOCATE PAYMENT

If you wish to reallocate your portion of the allocation to another Participating Subdivision or the Abatement Accounts Fund, you may do so using the Direct Payment and Allocation Election screen on the Portal or by emailing [DirectingAdministrator@NationalOpioidOfficialSettlement.com](mailto:DirectingAdministrator@NationalOpioidOfficialSettlement.com) before the Deadline to Dispute Allocation included on the Allocation Notice. The Directing Administrator will not treat a reallocation request as a dispute.

Sincerely,

BrownGreer PLC  
Directing Administrator  
250 Rocketts Way  
Richmond, VA 23231

# National Opioid Settlements



## DISTRIBUTORS YEAR 2 PAYMENT ALLOCATION TO VERMONT (As of 10/11/2022)

**TABLE 1: YEAR 2 SUMMARY<sup>1</sup>**

		Restitution/ Abatement	Total Payment 2 <sup>2</sup>
<b>1.</b>	<b>Total Allocation</b>	<b>\$2,369,245.88</b>	<b>\$2,369,245.88</b>
<b>2.</b>	<b>Allocation Method</b>	<b>National Default</b>	
3.	15% to State Fund	\$355,386.88	\$355,386.88
4.	70% to Abatement Accounts Fund	\$1,658,472.11	\$1,763,307.56
5.	15% to Subdivision Fund	\$355,386.88	\$250,551.43

**TABLE 2: ALLOCATION TO SUBDIVISIONS**

	Subdivision	Exhibit G State Allocation Percentage	Restitution/ Abatement	Total Payment 2
<b>A. Participating Subdivisions</b>				
1.	Addison County	0.7355948910%	\$2,614.21	<b>\$2,614.21</b>
2.	Barre City	2.1256028600%	\$7,554.11	<b>\$7,554.11</b>
3.	Bellows Falls Village	0.9422159742%	\$3,348.51	<b>\$3,348.51</b>
4.	Bennington County	0.9901518348%	\$3,518.87	<b>\$3,518.87</b>
5.	Bennington Town	2.4851413569%	\$8,831.87	<b>\$8,831.87</b>
6.	Brandon Town	0.5039156835%	\$1,790.85	<b>\$1,790.85</b>
7.	Brattleboro Town	2.8616648398%	\$10,169.98	<b>\$10,169.98</b>
8.	Brighton Town	0.1371312246%	\$487.35	<b>\$487.35</b>
9.	Bristol Town	0.4536168281%	\$1,612.09	<b>\$1,612.09</b>
10.	Burlington City	10.6984139884%	\$38,020.76	<b>\$38,020.76</b>
11.	Caledonia County	0.8505961058%	\$3,022.91	<b>\$3,022.91</b>
12.	Chittenden County	0.6721150355%	\$2,388.61	<b>\$2,388.61</b>
13.	Colchester Town	2.5489633597%	\$9,058.68	<b>\$9,058.68</b>
14.	Danville Town	0.0302198071%	\$107.40	<b>\$107.40</b>
15.	East Montpelier Town	0.1121807421%	\$398.68	<b>\$398.68</b>
16.	Essex Junction Village	0.1451319610%	\$515.78	<b>\$515.78</b>

<sup>1</sup> Final payments to the State and/or Abatement Accounts Funds may vary by +/- \$0.01-\$0.05 cents to account for rounding to the nearest cent during Subdivision calculations.

<sup>2</sup> Pursuant to Section IV.C and Section VII.E of the Distributor Settlement Agreement, the Non-Participating Subdivisions identified in Table 2 are ineligible to receive their allocated shares for the current Payment Year. The Directing Administrator has adjusted the Total Payments listed below to account for moving the amounts allocated to these ineligible Subdivisions to the Abatement Accounts Fund under Section IV.C.3 and Section V.D.5 of the Distributor Settlement Agreement.

# National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Restitution/ Abatement	Total Payment 2
17.	Essex Town	1.8402135758%	\$6,539.88	<b>\$6,539.88</b>
18.	Fair Haven Town	0.3879168595%	\$1,378.61	<b>\$1,378.61</b>
19.	Fairfield Town	0.0981770508%	\$348.91	<b>\$348.91</b>
20.	Fairlee Town	0.0592042959%	\$210.40	<b>\$210.40</b>
21.	Ferrisburgh Town	0.1296046250%	\$460.60	<b>\$460.60</b>
22.	Franklin County	1.4110871894%	\$5,014.82	<b>\$5,014.82</b>
23.	Franklin Town	0.0432643327%	\$153.76	<b>\$153.76</b>
24.	Grand Isle Town	0.1561992085%	\$555.11	<b>\$555.11</b>
25.	Guildhall Town	0.0155017070%	\$55.09	<b>\$55.09</b>
26.	Guilford Town	0.0032420698%	\$11.52	<b>\$11.52</b>
27.	Halifax Town	0.0155632167%	\$55.31	<b>\$55.31</b>
28.	Hancock Town	0.0534179060%	\$189.84	<b>\$189.84</b>
29.	Hardwick Town	0.7839350493%	\$2,786.00	<b>\$2,786.00</b>
30.	Hartford Town	3.2053851113%	\$11,391.52	<b>\$11,391.52</b>
31.	Hartland Town	0.0483504099%	\$171.83	<b>\$171.83</b>
32.	Highgate Town	0.2362905072%	\$839.75	<b>\$839.75</b>
33.	Hyde Park Town	0.0374497510%	\$133.09	<b>\$133.09</b>
34.	Jay Town	0.0031369909%	\$11.15	<b>\$11.15</b>
35.	Lamoille County	1.1151624597%	\$3,963.14	<b>\$3,963.14</b>
36.	Londonderry Town	0.0382589870%	\$135.97	<b>\$135.97</b>
37.	Ludlow Town	0.7209171567%	\$2,562.05	<b>\$2,562.05</b>
38.	Lyndon Town	0.4559618826%	\$1,620.43	<b>\$1,620.43</b>
39.	Manchester Town	0.6972897719%	\$2,478.08	<b>\$2,478.08</b>
40.	Middlebury Town	1.3520936922%	\$4,805.16	<b>\$4,805.16</b>
41.	Milton Town	0.9332579943%	\$3,316.68	<b>\$3,316.68</b>
42.	Monkton Town	0.0210170701%	\$74.69	<b>\$74.69</b>
43.	Mount Holly Town	0.0918947396%	\$326.58	<b>\$326.58</b>
44.	New Haven Town	0.1313563678%	\$466.82	<b>\$466.82</b>
45.	North Bennington Village	0.1073823506%	\$381.62	<b>\$381.62</b>
46.	Norwich Town	0.4866039276%	\$1,729.33	<b>\$1,729.33</b>
47.	Orange County	0.5836866196%	\$2,074.35	<b>\$2,074.35</b>
48.	Orleans County	0.4475510820%	\$1,590.54	<b>\$1,590.54</b>
49.	Pomfret Town	0.0750052216%	\$266.56	<b>\$266.56</b>
50.	Reading Town	0.0006195813%	\$2.20	<b>\$2.20</b>
51.	Richmond Town	0.3085809759%	\$1,096.66	<b>\$1,096.66</b>

# National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Restitution/ Abatement	Total Payment 2
52.	Rockingham Town	0.4824558723%	\$1,714.58	<b>\$1,714.58</b>
53.	Royalton Town	0.1989804344%	\$707.15	<b>\$707.15</b>
54.	Rutland City	6.2978142029%	\$22,381.61	<b>\$22,381.61</b>
55.	Rutland County	1.5426293676%	\$5,482.30	<b>\$5,482.30</b>
56.	Salisbury Town	0.0271468887%	\$96.48	<b>\$96.48</b>
57.	Saxtons River Village	0.0156375408%	\$55.57	<b>\$55.57</b>
58.	Sharon Town	0.1462910330%	\$519.90	<b>\$519.90</b>
59.	South Burlington City	4.2811506559%	\$15,214.65	<b>\$15,214.65</b>
60.	South Hero Town	0.0559519744%	\$198.85	<b>\$198.85</b>
61.	Springfield Town	2.0400160607%	\$7,249.95	<b>\$7,249.95</b>
62.	St Albans Town	0.7155280165%	\$2,542.89	<b>\$2,542.89</b>
63.	St. Albans City	3.9012902759%	\$13,864.67	<b>\$13,864.67</b>
64.	Swanton Village	0.5715903674%	\$2,031.36	<b>\$2,031.36</b>
65.	Thetford Town	0.2618926073%	\$930.73	<b>\$930.73</b>
66.	Vergennes City	1.4746932678%	\$5,240.87	<b>\$5,240.87</b>
67.	Vernon Town	0.3196917927%	\$1,136.14	<b>\$1,136.14</b>
68.	Walden Town	0.0071107690%	\$25.27	<b>\$25.27</b>
69.	Wallingford Town	0.0165710775%	\$58.89	<b>\$58.89</b>
70.	Warren Town	0.0480774609%	\$170.86	<b>\$170.86</b>
71.	Washington County	0.9081281087%	\$3,227.37	<b>\$3,227.37</b>
72.	West Fairlee Town	0.0090547294%	\$32.18	<b>\$32.18</b>
73.	Westford Town	0.0657557117%	\$233.69	<b>\$233.69</b>
74.	Weston Town	0.0291344185%	\$103.54	<b>\$103.54</b>
75.	Williston Town	1.4048183334%	\$4,992.54	<b>\$4,992.54</b>
76.	Wilmington Town	0.4344700351%	\$1,544.05	<b>\$1,544.05</b>
77.	Windham County	0.7048785219%	\$2,505.05	<b>\$2,505.05</b>
78.	Windsor County	0.7909631647%	\$2,810.98	<b>\$2,810.98</b>
79.	Winooski City	1.3620774732%	\$4,840.64	<b>\$4,840.64</b>
<b>80.</b>	<b>SUBTOTALS</b>	<b>70.5010363920%</b>	<b>\$250,551.43</b>	<b>\$250,551.43</b>
<b>B. Non-Participating Subdivisions</b>				
1.	Albany Town	0.0345075405%	\$122.64	<b>\$0.00</b>
2.	Albany Village	0.0160668267%	\$57.10	<b>\$0.00</b>
3.	Alburgh Town	0.0606145322%	\$215.42	<b>\$0.00</b>
4.	Alburgh Village	0.0525580527%	\$186.78	<b>\$0.00</b>
5.	Andover Town	0.0012398034%	\$4.41	<b>\$0.00</b>

# National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Restitution/ Abatement	Total Payment 2
6.	Arlington Town	0.0885559202%	\$314.72	<b>\$0.00</b>
7.	Athens Town	0.0006484140%	\$2.30	<b>\$0.00</b>
8.	Bakersfield Town	0.0549127180%	\$195.15	<b>\$0.00</b>
9.	Baltimore Town	0.0024796068%	\$8.81	<b>\$0.00</b>
10.	Barnard Town	0.0830636232%	\$295.20	<b>\$0.00</b>
11.	Barnet Town	0.0471074029%	\$167.41	<b>\$0.00</b>
12.	Barre Town	1.3320832015%	\$4,734.05	<b>\$0.00</b>
13.	Barton Town	0.3252065150%	\$1,155.74	<b>\$0.00</b>
14.	Barton Village	0.0324162133%	\$115.20	<b>\$0.00</b>
15.	Belvidere Town	0.0049931720%	\$17.75	<b>\$0.00</b>
16.	Benson Town	0.0225970986%	\$80.31	<b>\$0.00</b>
17.	Berlin Town	0.5526473249%	\$1,964.04	<b>\$0.00</b>
18.	Bethel Town	0.0892626402%	\$317.23	<b>\$0.00</b>
19.	Bloomfield Town	0.0119245379%	\$42.38	<b>\$0.00</b>
20.	Bolton Town	0.1874031696%	\$666.01	<b>\$0.00</b>
21.	Bradford Town	0.7724442824%	\$2,745.17	<b>\$0.00</b>
22.	Braintree Town	0.0619908100%	\$220.31	<b>\$0.00</b>
23.	Bridgewater Town	0.2045592293%	\$726.98	<b>\$0.00</b>
24.	Bridport Town	0.0525426753%	\$186.73	<b>\$0.00</b>
25.	Brookfield Town	0.0181094589%	\$64.36	<b>\$0.00</b>
26.	Brookline Town	0.0142663887%	\$50.70	<b>\$0.00</b>
27.	Brownington Town	0.0209132726%	\$74.32	<b>\$0.00</b>
28.	Brunswick Town	0.0071549790%	\$25.43	<b>\$0.00</b>
29.	Burke Town	0.0035553845%	\$12.64	<b>\$0.00</b>
30.	Cabot Town	0.0223388863%	\$79.39	<b>\$0.00</b>
31.	Calais Town	0.0461347819%	\$163.96	<b>\$0.00</b>
32.	Cambridge Town	0.0682410850%	\$242.52	<b>\$0.00</b>
33.	Cambridge Village	0.0012481328%	\$4.44	<b>\$0.00</b>
34.	Canaan Town	0.1359388349%	\$483.11	<b>\$0.00</b>
35.	Castleton Town	0.4255786906%	\$1,512.45	<b>\$0.00</b>
36.	Cavendish Town	0.0216955982%	\$77.10	<b>\$0.00</b>
37.	Charleston Town	0.0460098405%	\$163.51	<b>\$0.00</b>
38.	Charlotte Town	0.2587947007%	\$919.72	<b>\$0.00</b>
39.	Chelsea Town	0.0097511978%	\$34.65	<b>\$0.00</b>
40.	Chester Town	0.3719262791%	\$1,321.78	<b>\$0.00</b>

# National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Restitution/ Abatement	Total Payment 2
41.	Chittenden Town	0.0203372606%	\$72.28	<b>\$0.00</b>
42.	Clarendon Town	0.0632716198%	\$224.86	<b>\$0.00</b>
43.	Concord Town	0.0166940968%	\$59.33	<b>\$0.00</b>
44.	Corinth Town	0.0626872784%	\$222.78	<b>\$0.00</b>
45.	Cornwall Town	0.0577966224%	\$205.40	<b>\$0.00</b>
46.	Coventry Town	0.0376445314%	\$133.78	<b>\$0.00</b>
47.	Craftsbury Town	0.0501924950%	\$178.38	<b>\$0.00</b>
48.	Danby Town	0.0082858591%	\$29.45	<b>\$0.00</b>
49.	Derby Center Village	0.0488117321%	\$173.47	<b>\$0.00</b>
50.	Derby Line Village	0.0549242511%	\$195.19	<b>\$0.00</b>
51.	Derby Town	0.5855806035%	\$2,081.08	<b>\$0.00</b>
52.	Dorset Town	0.0697288490%	\$247.81	<b>\$0.00</b>
53.	Dover Town	0.6426262960%	\$2,283.81	<b>\$0.00</b>
54.	Dummerston Town	0.0577133282%	\$205.11	<b>\$0.00</b>
55.	East Haven Town	0.0107321482%	\$38.14	<b>\$0.00</b>
56.	Eden Town	0.0299596726%	\$106.47	<b>\$0.00</b>
57.	Elmore Town	0.0195568572%	\$69.50	<b>\$0.00</b>
58.	Enosburg Falls Village	0.0515847910%	\$183.33	<b>\$0.00</b>
59.	Enosburgh Town	0.0873609676%	\$310.47	<b>\$0.00</b>
60.	Essex County	0.3791972294%	\$1,347.62	<b>\$0.00</b>
61.	Fairfax Town	0.1256334098%	\$446.48	<b>\$0.00</b>
62.	Fayston Town	0.0053417265%	\$18.98	<b>\$0.00</b>
63.	Fletcher Town	0.0216321664%	\$76.88	<b>\$0.00</b>
64.	Georgia Town	0.2512668196%	\$892.97	<b>\$0.00</b>
65.	Goshen Town	0.0148872515%	\$52.91	<b>\$0.00</b>
66.	Grafton Town	0.0220479971%	\$78.36	<b>\$0.00</b>
67.	Grand Isle County	0.4312958821%	\$1,532.77	<b>\$0.00</b>
68.	Granville Town	0.0131355086%	\$46.68	<b>\$0.00</b>
69.	Greensboro Town	0.2645567430%	\$940.20	<b>\$0.00</b>
70.	Groton Town	0.0719938128%	\$255.86	<b>\$0.00</b>
71.	Hinesburg Town	0.2869757200%	\$1,019.87	<b>\$0.00</b>
72.	Holland Town	0.0010456636%	\$3.72	<b>\$0.00</b>
73.	Hubbardton Town	0.0632716198%	\$224.86	<b>\$0.00</b>
74.	Huntington Town	0.0422712086%	\$150.23	<b>\$0.00</b>
75.	Hyde Park Village	0.0025481644%	\$9.06	<b>\$0.00</b>

# National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Restitution/ Abatement	Total Payment 2
76.	Ira Town	0.0067788733%	\$24.09	<b>\$0.00</b>
77.	Irasburg Town	0.0909740173%	\$323.31	<b>\$0.00</b>
78.	Isle La Motte Town	0.0520666164%	\$185.04	<b>\$0.00</b>
79.	Jacksonville Village	0.0061977355%	\$22.03	<b>\$0.00</b>
80.	Jamaica Town	0.0259384809%	\$92.18	<b>\$0.00</b>
81.	Jeffersonville Village	0.0039462269%	\$14.02	<b>\$0.00</b>
82.	Jericho Town	0.0422712086%	\$150.23	<b>\$0.00</b>
83.	Johnson Town	0.2812873611%	\$999.66	<b>\$0.00</b>
84.	Johnson Village	0.1616364031%	\$574.43	<b>\$0.00</b>
85.	Killington Town	0.2124125988%	\$754.89	<b>\$0.00</b>
86.	Kirby Town	0.0008886859%	\$3.16	<b>\$0.00</b>
87.	Landgrove Town	0.0125511672%	\$44.61	<b>\$0.00</b>
88.	Leicester Town	0.0481639588%	\$171.17	<b>\$0.00</b>
89.	Lincoln Town	0.0718080025%	\$255.20	<b>\$0.00</b>
90.	Lowell Town	0.0481011678%	\$170.95	<b>\$0.00</b>
91.	Ludlow Village	0.2940730337%	\$1,045.10	<b>\$0.00</b>
92.	Lunenburg Town	0.0965880521%	\$343.26	<b>\$0.00</b>
93.	Lyndonville Village	0.0079994549%	\$28.43	<b>\$0.00</b>
94.	Maidstone Town	0.0214642963%	\$76.28	<b>\$0.00</b>
95.	Manchester Village	0.0076701221%	\$27.26	<b>\$0.00</b>
96.	Marlboro Town	0.0129695608%	\$46.09	<b>\$0.00</b>
97.	Marshfield Town	0.0174828296%	\$62.13	<b>\$0.00</b>
98.	Marshfield Village	0.0171445266%	\$60.93	<b>\$0.00</b>
99.	Mendon Town	0.0971672678%	\$345.32	<b>\$0.00</b>
100.	Middlesex Town	0.0165114901%	\$58.68	<b>\$0.00</b>
101.	Middletown Springs Town	0.0587525845%	\$208.80	<b>\$0.00</b>
102.	Montgomery Town	0.0432643327%	\$153.76	<b>\$0.00</b>
103.	Montpelier City	2.1358012840%	\$7,590.36	<b>\$0.00</b>
104.	Moretown Town	0.0140831413%	\$50.05	<b>\$0.00</b>
105.	Morgan Town	0.0271878951%	\$96.62	<b>\$0.00</b>
106.	Morristown Town	0.5887893556%	\$2,092.48	<b>\$0.00</b>
107.	Morrisville Village	0.2266450291%	\$805.47	<b>\$0.00</b>
108.	Mount Tabor Town	0.0241034437%	\$85.66	<b>\$0.00</b>
109.	Newbury Town	0.0536325490%	\$190.60	<b>\$0.00</b>
110.	Newbury Village	0.0020894051%	\$7.43	<b>\$0.00</b>

# National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Restitution/ Abatement	Total Payment 2
111.	Newfane Town	0.0603069840%	\$214.32	<b>\$0.00</b>
112.	Newfane Village	0.0032420698%	\$11.52	<b>\$0.00</b>
113.	Newport City	1.2443589426%	\$4,422.29	<b>\$0.00</b>
114.	Newport Town	0.5761696308%	\$2,047.63	<b>\$0.00</b>
115.	North Hero Town	0.0916986776%	\$325.89	<b>\$0.00</b>
116.	North Troy Village	0.0345075405%	\$122.64	<b>\$0.00</b>
117.	Northfield Town	0.5366215046%	\$1,907.08	<b>\$0.00</b>
118.	Norton Town	0.0131169276%	\$46.62	<b>\$0.00</b>
119.	Old Bennington Village	0.0014256137%	\$5.07	<b>\$0.00</b>
120.	Orange Town	0.0271641883%	\$96.54	<b>\$0.00</b>
121.	Orleans Village	0.1150249216%	\$408.78	<b>\$0.00</b>
122.	Orwell Town	0.0350284502%	\$124.49	<b>\$0.00</b>
123.	Panton Town	0.0402823974%	\$143.16	<b>\$0.00</b>
124.	Pawlet Town	0.0497138732%	\$176.68	<b>\$0.00</b>
125.	Peacham Town	0.0373299353%	\$132.67	<b>\$0.00</b>
126.	Perkinsville Village	0.0463135443%	\$164.59	<b>\$0.00</b>
127.	Peru Town	0.0034861862%	\$12.39	<b>\$0.00</b>
128.	Pittsfield Town	0.0090387113%	\$32.12	<b>\$0.00</b>
129.	Pittsford Town	0.2538406130%	\$902.12	<b>\$0.00</b>
130.	Plainfield Town	0.0684736682%	\$243.35	<b>\$0.00</b>
131.	Plymouth Town	0.0681866233%	\$242.33	<b>\$0.00</b>
132.	Poultney Town	0.1634522185%	\$580.89	<b>\$0.00</b>
133.	Poultney Village	0.3218151562%	\$1,143.69	<b>\$0.00</b>
134.	Pownal Town	0.1568905511%	\$557.57	<b>\$0.00</b>
135.	Proctor Town	0.1581796903%	\$562.15	<b>\$0.00</b>
136.	Putney Town	0.1348803568%	\$479.35	<b>\$0.00</b>
137.	Randolph Town	1.0482675385%	\$3,725.41	<b>\$0.00</b>
138.	Readsboro Town	0.0495075597%	\$175.94	<b>\$0.00</b>
139.	Richford Town	0.3377954850%	\$1,200.48	<b>\$0.00</b>
140.	Ripton Town	0.0402823974%	\$143.16	<b>\$0.00</b>
141.	Rochester Town	0.1090982129%	\$387.72	<b>\$0.00</b>
142.	Roxbury Town	0.0082557450%	\$29.34	<b>\$0.00</b>
143.	Rutland Town	0.3201255637%	\$1,137.68	<b>\$0.00</b>
144.	Ryegate Town	0.0515514733%	\$183.21	<b>\$0.00</b>
145.	Sandgate Town	0.0257994435%	\$91.69	<b>\$0.00</b>

# National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Restitution/ Abatement	Total Payment 2
146.	Searsburg Town	0.0118540581%	\$42.13	<b>\$0.00</b>
147.	Shaftsbury Town	0.0697288490%	\$247.81	<b>\$0.00</b>
148.	Sheffield Town	0.0302198071%	\$107.40	<b>\$0.00</b>
149.	Shelburne Town	0.7838991687%	\$2,785.87	<b>\$0.00</b>
150.	Sheldon Town	0.1372817951%	\$487.88	<b>\$0.00</b>
151.	Shoreham Town	0.0359043216%	\$127.60	<b>\$0.00</b>
152.	Shrewsbury Town	0.0323893028%	\$115.11	<b>\$0.00</b>
153.	St George Town	0.0117419312%	\$41.73	<b>\$0.00</b>
154.	St Johnsbury Town	1.7171904807%	\$6,102.67	<b>\$0.00</b>
155.	Stamford Town	0.0495075597%	\$175.94	<b>\$0.00</b>
156.	Stannard Town	0.0017773719%	\$6.32	<b>\$0.00</b>
157.	Starksboro Town	0.0070056900%	\$24.90	<b>\$0.00</b>
158.	Stockbridge Town	0.0737654182%	\$262.15	<b>\$0.00</b>
159.	Stowe Town	0.9395659345%	\$3,339.09	<b>\$0.00</b>
160.	Strafford Town	0.0821896740%	\$292.09	<b>\$0.00</b>
161.	Stratton Town	0.1614672516%	\$573.83	<b>\$0.00</b>
162.	Sudbury Town	0.0135583873%	\$48.18	<b>\$0.00</b>
163.	Sunderland Town	0.0341673154%	\$121.43	<b>\$0.00</b>
164.	Sutton Town	0.0364412494%	\$129.51	<b>\$0.00</b>
165.	Swanton Town	0.1297936389%	\$461.27	<b>\$0.00</b>
166.	Tinmouth Town	0.0120520422%	\$42.83	<b>\$0.00</b>
167.	Topsham Town	0.0592042959%	\$210.40	<b>\$0.00</b>
168.	Townshend Town	0.0596585701%	\$212.02	<b>\$0.00</b>
169.	Troy Town	0.0365988678%	\$130.07	<b>\$0.00</b>
170.	Underhill Town	0.0897092257%	\$318.81	<b>\$0.00</b>
171.	Vershire Town	0.0006964684%	\$2.48	<b>\$0.00</b>
172.	Victory Town	0.0095397585%	\$33.90	<b>\$0.00</b>
173.	Waitsfield Town	0.0485631307%	\$172.59	<b>\$0.00</b>
174.	Waltham Town	0.0201411987%	\$71.58	<b>\$0.00</b>
175.	Washington Town	0.0529360806%	\$188.13	<b>\$0.00</b>
176.	Waterbury Town	0.4584350821%	\$1,629.22	<b>\$0.00</b>
177.	Waterford Town	0.0577729156%	\$205.32	<b>\$0.00</b>
178.	Waterville Town	0.0004158307%	\$1.48	<b>\$0.00</b>
179.	Weathersfield Town	0.1692264346%	\$601.41	<b>\$0.00</b>
180.	Wells River Village	0.1107474397%	\$393.58	<b>\$0.00</b>

# National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Restitution/ Abatement	Total Payment 2
181.	Wells Town	0.0444407043%	\$157.94	\$0.00
182.	West Burke Village	0.0017773719%	\$6.32	\$0.00
183.	West Haven Town	0.0090387113%	\$32.12	\$0.00
184.	West Rutland Town	0.1212713522%	\$430.98	\$0.00
185.	West Windsor Town	0.0210760168%	\$74.90	\$0.00
186.	Westfield Town	0.0250965679%	\$89.19	\$0.00
187.	Westminster Town	0.0752217867%	\$267.33	\$0.00
188.	Westminster Village	0.0079763888%	\$28.35	\$0.00
189.	Westmore Town	0.0365988678%	\$130.07	\$0.00
190.	Weybridge Town	0.0245199151%	\$87.14	\$0.00
191.	Wheelock Town	0.0222203522%	\$78.97	\$0.00
192.	Whiting Town	0.0026269736%	\$9.34	\$0.00
193.	Whitingham Town	0.0901365894%	\$320.33	\$0.00
194.	Windham Town	0.0155632167%	\$55.31	\$0.00
195.	Windsor Town	1.5118803214%	\$5,373.02	\$0.00
196.	Winhall Town	0.3772340472%	\$1,340.64	\$0.00
197.	Wolcott Town	0.0337047118%	\$119.78	\$0.00
198.	Woodbury Town	0.0267099141%	\$94.92	\$0.00
199.	Woodford Town	0.0383512514%	\$136.30	\$0.00
200.	Woodstock Town	0.5151181240%	\$1,830.66	\$0.00
201.	Woodstock Village	0.3241960913%	\$1,152.15	\$0.00
202.	Worcester Town	0.0233102258%	\$82.84	\$0.00
<b>203.</b>	<b>SUBTOTALS</b>	<b>29.4989636071%</b>	<b>\$104,835.45</b>	<b>\$0.00</b>
<b>C. All Subdivisions</b>				
1.	<b>TOTALS</b>	<b>100.0000%</b>	<b>\$355,386.88</b>	<b>\$250,551.43</b>