

**STATE OF VERMONT
AGENCY OF TRANSPORTATION
STANDARD GRANT AGREEMENT**

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the **Town of Richmond**, a **US Local Government** with its principal place of business at **PO Box 285, 203 Bridge Street, Richmond, VT 05477**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation’s (DEC) Municipal Roads General Permit (MRGP).
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **12** pages including the following attachments which are incorporated herein:

Grant Agreement Part 2 – Grant Agreement

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants (revised February 13, 2026)

Attachment D - N/A – Left Intentionally Blank

Attachment E - Special Provisions

Attachment F - DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment E - Special Provisions
 - 3) Attachment D - N/A - Left Intentionally Blank
 - 4) Attachment C - Standard State Provisions for Contracts and Grants

- 5) Attachment A – Scope of Work
 - 6) Attachment B – Payment Provisions
 - 7) Attachment F - DOT Standard Title VI Assurances and Non-Discrimination Provisions
- (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

State of Vermont
Agency of Transportation

Grantee:
TOWN OF RICHMOND

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: GA1342		² Original ☒ Amendment # _____	
³ Grant Title: Grants in Aid - SFY - 2027			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$23,000.00	
		⁶ Total Award Amount: \$23,000.00	
⁷ Award Start Date: 07/01/2026		⁸ Award End Date: 09/30/2027	
⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Supplier #: 0000040142		¹¹ Grantee Name: Town of Richmond	
¹² Grantee Address: PO Box 285, 203 Bridge Street			
¹³ City: Richmond		¹⁴ State: VT	
		¹⁵ Zip Code: 05477	
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$ \$5,750.00 Description: 20% Required Match	
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: LDZAD8EMDUK3		²² Indirect Rate: N/A % (Approved rate or de minimis 10%)		²³ FFATA: YES ☐ NO ☒	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: ☐	
²⁶ EEI Registered Name (if different than VISION Vendor Name in Box 11): Richmond Town of Inc					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$23,000.00	\$23,000.00	Clean Water Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$23,000.00	\$23,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: Ross Gouin
 TITLE: Grants in Aid Project Coordinator
 PHONE: Cell (802) 595 - 2381
 EMAIL: ross.gouin@vermont.gov

GRANTEE

NAME: Josh Arneson
 TITLE: Town Manager
 PHONE: Office: (802) 434 - 5170
 EMAIL: jarneson@richmondvt.gov

ATTACHMENT A SCOPE OF WORK

1. LOCATION OF WORK:

The work described below shall be located on hydrologically connected road segment(s) that currently do not meet the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) standards in the Municipality of: **Town of Richmond**

2. WORK TO BE COMPLETED BY GRANTEE:

Implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) on eligible road segments that are not fully compliant with the MRGP. Supportive work specific to the grant, including selection of location (hydrologically connected segments), selection of BMP's to be implemented, pre-construction road erosion inventory of segments to be worked on, and post-construction reporting of completed work, is eligible under the terms of this grant. Supportive work is limited to 10% of the grant award with a maximum amount of One Thousand Five Hundred Dollars (\$1,500.00).

Grantee Agrees to:

- Conduct a preconstruction site visit and complete a Preconstruction Site Visit Report as required by VTrans.
- Receive written authorization to proceed from VTrans prior to beginning BMP implementation.
- Construct the BMP(s) on hydrologically connected roads to bring road segments into full compliance with MRGP standards.
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require prior certification that the repaired road segments are fully compliant with the MRGP.

BMPs include:

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Stabilizing conveyance zones;
- Addressing gully erosion on Class 4 roads;
- Addition of gravel to meet roadway/travel lane standards and;
- Stabilizing catch basin outlets.

Work must be completed in accordance with specifications contained in the MRGP, the Vermont Better Roads Manual, Agency of Natural Resources (ANR) Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s) with approval of the State.

3. SPECIAL CONDITIONS:

Per legislation passed in 2017, grant recipients for projects with anticipated construction durations of greater than two weeks shall post a Clean Water Project Sign in a location that is publicly visible within the project limits. Please contact Grantsinaid@vermont.gov for details on how to obtain a sign.

4. RESOURCE LINKS:

- Preconstruction Site Visit Report: [VTrans Grants in Aid Program | Agency of Transportation \(vermont.gov\)](#)
- MRGP portal/app: [Municipal Roads Program | Department of Environmental Conservation \(vermont.gov\)](#)
- Vermont Better Roads Manual: [Better Roads | Agency of Transportation \(vermont.gov\)](#)
- Agency of Natural Resources (ANR) Stormwater Manual: [stormwater | Department of Environmental Conservation \(vermont.gov\)](#)
- Green Stormwater Infrastructure Toolkit: [Green Stormwater Infrastructure Toolkit | Vermont League of Cities and Towns \(vlct.org\)](#)
- Clean Water Project Sign: [Project Signage | Department of Environmental Conservation \(vermont.gov\)](#)

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to reimburse the Grantee for actual expenses incurred or services provided by the Grantee in the performance of program functions outlined in the grant up to the total award amount stated on the Part 1 - Grant Award Detail, provided such services are within the scope of the grant agreement and are authorized as provided under the terms and conditions of this grant agreement. Award of a grant agreement does not guarantee payment of any or all the total award amount stated on the Part 1 - Grant Award Detail. The State reserves the right to recoup funds, if a payment is determined to be improper.

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, using the standard Municipal Grants in Aid invoice form, which Grantee shall send electronically via email to: Grantsinaid@vermont.gov

In addition to properly documented invoices, the Grantee must provide the State with the following documentation to be eligible for reimbursement:

1. One, color photograph per Road Segment, showing the road segment after completion.
2. Municipal Grants in Aid Invoicing Spreadsheet using the template provided by State.

Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require certification that the repaired road segments are fully compliant with MRGP.

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at:

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

ATTACHMENT E
SPECIAL PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **Permits, Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
9. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
10. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
11. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
14. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

**DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E**

Assurance Appendix A

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

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

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix F

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

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



Vermont League of Cities & Towns

Issue Date: 01/01/2026

Policy Number: PACIF1538-26

CERTIFICATE OF COVERAGE

Company Affording Coverage

Named Member
Town of Richmond
Attn: Joshua Arneson
PO Box 285
Richmond, VT 05477

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

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

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2026 - 01/01/2027	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2026 - 01/01/2027	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2026 - 01/01/2027	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2026 - 01/01/2027	As Per Policy Declarations
Other: The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for Automobile Liability, General Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
Certificate Holder: State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative: _____