



Town of Bristol

1 South Street
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**AGREEMENT BETWEEN THE TOWN OF BRISTOL AND _____
FOR SHARE OF NRCS EMERGENCY WATERSHED PROTECTION PROGRAM COSTS**

WHEREAS, the storm of October 31 and November 1, 2019 caused considerable damage statewide and was declared federal natural disaster DR-4474; and

WHEREAS, a section of the slope between West Street and the New Haven River suffered significant failure and land loss involving multiple properties due to the storm; and

WHEREAS, the property located at 27 West Street was specifically impacted by the slope failure; and

WHEREAS, the property located 27 West Street, as identified in Book ____ and Page ____ of the Town of Bristol Land Records, is owned by _____, currently residing in _____, Vermont; and

WHEREAS, stabilization of the stream bank and repair of the slope was deemed eligible for funding through the U.S. Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program, which would pay for up to 75% of eligible expenses; and

WHEREAS, the Town of Bristol is required to be the sponsor (applicant) through the NRCS EWP Program and manage the project; and

WHEREAS, the design team of DDK Engineering-JV was hired through the NRCS EWP Program to evaluate and design an acceptable repair approach to the West Street slope failure; and

WHEREAS, the total cost of the repair was estimated by DDK Engineering-JV to be \$308,344, of which \$231,258 (75%) would be funded through the EWP grant and the \$77,086 (25%) would be paid by the sponsor; and

WHEREAS, the actual bid price came in at \$269,906, with a \$20,000 change order, for a total of \$289,906, of which, up to \$217,430 (75%) of eligible expenses would be funded through the EWP grant and \$72,477 would be paid by the sponsor; and

WHEREAS, based on the proportion of damage to the property relative to the overall project, DDK Engineering-JV determined that 27 West Street is responsible for 36 % of the sponsor's share of the project costs;

NOW THEREFORE BE IT AGREED:

1. The Town of Bristol will be responsible for administration of the NRCS Emergency Watershed Program grant and compliance with all conditions.
2. The Town of Bristol, with assistance from the NRCS, will procure all necessary professional services, including engineering, legal, and construction services associated with the design and construction of the project and compliance with permit and grant agreement conditions in accordance with the Town of Bristol procurement policies, in accordance with grant agreement conditions, and in close coordination with the property owner(s).
3. The Town of Bristol will finance the expenses associated with the project and seek reimbursement through the EWP for 75% of the eligible expenses.
4. _____ will reimburse the Town for its proportional share of 36 % toward the sponsor's 25% of eligible expenses upon being provided an invoice and supporting documentation from the Town.
5. _____ will be responsible for all other proportional expenses associated with the project that are outside the scope of the grant funding.
6. The final amount owed shall constitute a lien upon the Property in the same manner and to the same effect that property taxes are a lien upon real estate under 32 V.S.A. §5061 and shall constitute an assessment which the Town agrees not to enforce against the Property as a lien as provided in 32 V.S.A. chapter 133, subchapter 8 in the event that _____. makes full and final payment to the Town within six (6) months of project completion and closeout.
7. In the event of a dispute between the Town and _____ about an expense or other matter(s) associated with the project that cannot be overcome, the parties agree to seek mediation to arrive at a resolution with the expense shared equally.

FOR TOWN:

FOR PROPERTY OWNER:

Signature of Duly Authorized Representative

Signature of Duly Authorized Representative

Valerie Capels, Town Administrator
Print name and title

Print name and title

Date

Date