

Central Vermont Regional Planning Commission

EXECUTIVE COMMITTEE MEETING

Monday, January 2, 2017

4:00 p.m. at CVRPC's Office

Page **AGENDA**

	4:00	Adjustments to the Agenda
	4:05	Public Comment
	4:10	Consent Items (enclosed)*
25		a) Meeting Minutes – December 5, 2016
		b) Executive Director Report
	4:15	Contract/Agreement Authorization (enclosed)*
6		a) <i>FY17 Agency of Commerce and Community Development Amendment</i> –for annual regional planning agreement by substituting tasks, adding a task, and increasing the award.
20		b) <i>FFY16 Emergency Management Performance Grant</i> – Annual agreement for emergency management services to assist municipalities and the State of Vermont.
41		c) <i>Act 174 Education and Technical Assistance</i> – Provide training, education, and assistance for municipal comprehensive energy planning.
	4:30	Commissioner Handbook (enclosed)*
56		Review of initial draft for content.
99	5:15	Commission Meeting Agenda (enclosed)*
100	5:30	Anticipated Executive Session – 1 V.S.A §313(3), Personnel
	6:00	Adjourn

*Denotes anticipated action item

NEXT MEETING: Monday, February 6, 2017 at 4:00 p.m.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT Minutes
December 5, 2016

Present:

<input checked="" type="checkbox"/> Byron Atwood	<input checked="" type="checkbox"/> David Strong	<input checked="" type="checkbox"/> Laura Hill-Eubanks
<input checked="" type="checkbox"/> Julie Potter	<input type="checkbox"/> Don La Haye	<input checked="" type="checkbox"/> Larry Hebert
<input checked="" type="checkbox"/> Tina Ruth		

Staff: B. Waninger, B. MacBrien

Guest: None.

Chair B. Atwood called the meeting to order at 5:05 pm.

Adjustments to the Agenda

None.

Public Comment

None.

Consent Item

J. Potter moved to approve the consent items with the corrections to the minutes as noted:

- *Packet page 3, line 41, insurance language ...remove "is"*
- *Packet page 5, line 11, delete duplicative "motion carried"*

T. Ruth seconded. Motion carried.

Financial Report

B. MacBrien noted the financial are still draft. CVRPC is in decent shape. Staff medical leave has reduced receivables, especially transportation, emergency management, and clean water contracts. Contract balances could not be claimed fully. Unused funds could not be used after these contracts closed on September 30.

MacBrien said CVRPC works to maintain a minimum checking account balance of \$60,000. CVRPC is beginning to see its anticipated cash impacts from understaffing. In addition, billing has been delayed, and small grants haven't been billed as MacBrien learns how to bill each grant and to demonstrate and record match.

The Committee discussed cash flow, liability tracking for accrued compensated absences, and management of finances and cash. B. Waninger reminded the Committee about past conversations on anticipated cash tightening. L. Hebert asked whether the personnel policy

needs adjustments for maximum compensated absence accruals. Waninger said adjustments had been made to the policies in September that would assist with this in the future; the changes did not include compensated absence accruals. She noted it the timing of the staff absence was unfortunate in that it was near the end of the contract period and initially for an uncertain time. Organizations typically maintain an appropriate reserve fund to cover accrued compensated absences. CVRPC is working to build reserves. Staff will keep the Committee apprised of cash flow progress.

Policy Approvals

The Committee reviewed the proposed Cost of GIS Services Policy. The Committee requested that staff track the GIS hours used by town, and inform towns about the policy change for the budget process.

D. Strong moved to approve the amended policy adding the at-cost rate for basic work above 12 hours and to notify the towns; L. Hill-Eubanks seconded. Motion carried.

Personnel Policy Job Description

B. Waninger described the proposed changes to the Major Areas of Work. She highlighted why the changes were being recommended.

D. Strong moved to approve the new Natural Resources Major Area of Work (MAW) as a revision to CVRPC's Personnel Policy Manual, to delete the Water Quality MAW, and to amend the Other MAW; L. Hebert seconded. Motion carried.

Staff Performance Evaluations

Waninger stated she had taken information from the new Personnel Policy Manual and outlined the evaluation process. J. Potter noted CCRPC had one staff compiled the form rather than have an Executive Committee member complete this task. Potter recommended modification of Part A to substitute "demonstrates" for "has" skills and knowledge; the Committee concurred. The Committee asked that staff be provided with Part A, and the open ended questions related to three strengths and areas for improvement. B. Atwood volunteered to be the receiver of information from staff.

L. Hebert requested the Executive Director provide an evaluation of the Executive Committee for how it is doing in support of the committee and organization.

D. Strong moved that B. Atwood be the point contact for the Executive Director evaluation; L. Hebert seconded. Motion carried.

Financial and Administrative Services

B. Waninger reminded the Committee of CVRPC's relationship with the Mad River Valley Planning District (MRVPD), Cross Vermont Trail (X-VT), and Wrightsville Beach Recreation District (WBRD). CVRPC provides for-fee financial services to MRVPD and WBRD. Staff working for MRVPD and X-VT are employees of CVRPC. CVRPC also provides financial services free of charge to the Mad River Resource Alliance. These relationships evolved over time, and none appears to be documented via contract or agreement. Waninger discussed potential risks and discussions with MRVPD, X-VT, and WBRD about formalizing the relationships. All were supportive and expressed appreciation for CVRPC's services. Waninger will continue discussions with the organizations to map service needs and benefits with the goal of formalizing the contractual relationships while managing risks to CVRPC.

Commission Meeting Agenda

L. Hill-Eubanks moved to accept the Commission agenda as presented; L. Hebert seconded. Motion carried.

Executive Session – 1 V.S.A §313(3), Personnel

None held.

Adjourn

L. Hebert moved to adjourn at 6:07 pm; L. Hill-Eubanks seconded. Motion carried.

Executive Director's Report

January 2, 2017

Regional Partnerships - Tiny House Workgroup

CVRPC is participating in a regional workgroup to assess the viability of creating a Tiny House Community in Central Vermont. Tiny Houses are homes of less than 1,000 SF (small house) and less than 500 SF (tiny house). Tiny Houses are a growing part of the affordable housing movement.

CVRPC's role is to research national zoning models and develop an outreach brochure and zoning language that municipalities could choose to adopt. CVRPC will also contact select communities to discuss the concept and, if appropriate, identify potential properties.

The goal for the Central Vermont Tiny House Community is to create a socioeconomically diverse community where people live independently and autonomously. On-site support services may be provided for some individuals. AHS and non-profit housing organizations have found that delivering services on site provides add-on benefits and can create an economy of service.

The Central Vermont workgroup has been organized by the Agency of Human Services Barre-Morrisville Field Director. Other organizations participating in the initial workgroup include Downstreet Housing & Community Development (site identification), Washington and Lamoille County Mental Health Services (feasibility study), Green Mountain United Way (construction volunteers), and Voc Rehab (tech center construction liaison). Some tech centers are already engaged in building tiny houses.

Municipal Energy Plans

CVRPC, in cooperation with the Vermont Public Service Department, trained municipal officials on the Department's Energy Standards Guidelines for Local and Regional Plans. The training focused on the goals of Act 174, the implications for Section 248 (Certificate of Public Good) proceedings, and the specific requirements of the determination standards for local and regional plans.

Twenty-five (25) representatives from 14 Central Vermont municipalities participated in the training. Of 12 evaluations returned, 11 rated the trainings as *good* or *excellent*. Municipal officials left the training with a better understanding of Act 174, the determination standards, and what will be necessary for municipalities to achieve *substantial deference* in Section 248 proceedings. Currently, local and regional plans receive *due consideration* in the Section 248 process.

Substantial deference means a plan's land conservation measures and specific policies shall be applied unless there is a clear and convincing demonstration that other factors affecting the public good outweigh the plan's application. *Due consideration* provides a lower threshold for considering a plan and its standards and recommendations, essentially the Section 248 process provides due care in considering a plan's conservation measures and policies, and it is not obligated to follow them.

In 2017, CVRPC will provide each member municipality with a compilation of maps and data. CVRPC will work directly with at least three municipalities to complete energy plans that meet the requirements.

**AMENDMENT TO CONTRACT between
Central Vermont Regional Planning Commission and
Agency of Commerce and Community Development**

WHEREAS, the State of Vermont, Agency of Commerce and Community Development (the "Agency"), Department of Housing and Community Development ("DHCD," and collectively with ACCD referred to herein as "State"), and the Central Vermont Regional Planning Commission ("RPC" and collectively with the State referred to herein as "Parties") entered into a contract dated August 2, 2016; and

WHEREAS, the State and RPC desire to amend the contract to include additional funds and tasks related to parcel mapping program support and to replace the task of refining E-911 residential data with mapping of the state historic register districts; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the State and the RPC hereby agree to amend the contract as follows:

Paragraph 2, Subject Matter:

Add to the end of the paragraph "\$2,091.00 in federal funds will be provided by the Vermont Agency of Transportation, Per Memorandum of Understanding Regarding Statewide Parcel Mapping Program, dated July 18, 2016."

Paragraph 3, Maximum Amount:

Replace "Two Hundred Sixty Nine Thousand, Four Hundred and Fifty Nine Dollars (\$269,459.00)" with "Two Hundred Seventy One Thousand, Five Hundred and Fifty One (\$271,550.00)".

Paragraph 5, Source of Funds:

Delete in its entirety and replace with "\$269,459.00 state special funds and \$2,091.00 federal parcel mapping funds."

Attachment A - Specifications of Work to be Performed, Paragraph 3C:

Add to the end of the paragraph "In consideration of the additional funds for support of the Statewide Parcel Mapping Program, the RPC will complete reporting as reasonably required by the State of Vermont, Agency of Transportation."

Attachment B - Payment Provisions:

Payment of Funds:

Delete "The Funds shall be payable to the RPC under this contract in four equal advance payments, provided that the RPC has submitted invoices as specifically stated below along with required insurance documentation and deliverables, as follows:" and replace with "The Funds identified in 24 V.S.A. § 4306 and Sec. D.100 of Act 172 (2016 Session) (Appropriations), shall be payable in four equal advance payments, and the \$2,091.00 in funds allocated for completion of parcel mapping program support activities shall be payable in a single payment, separately invoiced at the end of the contract period, provided that the RPC has submitted invoices as specifically stated below along with required insurance documentation and deliverables, as follows:"

Table of Invoice Amounts:

Delete chart listing the exact amounts to be submitted in its entirety and replace with the following:

Amendment #1 to State of Vermont Contract between
Agency of Commerce and Community Development, Department of Housing and Community Development
and the **Central Vermont Regional Planning Commission**

Contract # **31505**

Vendor Name	Total Allocation	Quarterly Allocation	Quarterly Retainage	Quarterly Invoice Amount	Total Retainage	Total Invoice for Parcel Mapping
Addison County Regional Planning Commission	\$235,835.00	\$58,436.00	\$2,921.80	\$55,514.20	\$11,687.20	\$2,091.00
Bennington County Regional Commission	\$225,697.00	\$55,901.50	\$2,795.08	\$53,106.43	\$11,180.30	\$2,091.00
Central Vermont Regional Planning Commission	\$271,550.00	\$67,364.75	\$3,368.24	\$63,996.51	\$13,472.95	\$2,091.00
Chittenden County Regional Planning Commission	\$387,869.00	\$96,444.50	\$4,822.23	\$91,622.28	\$19,288.90	\$2,091.00
Lamoille County Regional Commission	\$208,533.00	\$51,610.50	\$2,580.53	\$49,029.98	\$10,322.10	\$2,091.00
Northwest Regional Planning Commission	\$256,610.00	\$63,629.75	\$3,181.49	\$60,448.26	\$12,725.95	\$2,091.00
Northeastern Vermont Development Association	\$340,482.00	\$84,597.75	\$4,229.89	\$80,367.86	\$16,919.55	\$2,091.00
Rutland Regional Planning Commission	\$272,242.00	\$67,537.75	\$3,376.89	\$64,160.86	\$13,507.55	\$2,091.00
Southern Windsor County Regional Planning Commission	\$199,660.00	\$49,392.25	\$2,469.61	\$46,922.64	\$9,878.45	\$2,091.00
Two Rivers-Ottawaquechee Regional Commission	\$282,827.00	\$70,184.00	\$3,509.20	\$66,674.80	\$14,036.80	\$2,091.00
Windham Regional Commission	\$266,114.00	\$66,005.75	\$3,300.29	\$62,705.46	\$13,201.15	\$2,091.00

Attachment C - Standard State Provisions for Contract and Grants:

Delete in its entirety and replace with the attached Attachment C: Standard State Provisions for Contract and Grants, Revised July 1, 2016.

Appendix I- FY17 RPC/DHCD Work Plan:

Delete in its entirety and replace with the attached Appendix I – FY17 RPC/DHCD Work Plan, Revised, December, 2016.

Except as set forth above, the terms and provisions of the Contract and any Attachments thereto are not modified and the parties agree that it shall continue in full force and effect and is hereby ratified and confirmed as modified by this First Amendment to Contract.

Please sign in blue ink only

By the State of Vermont:

Date: _____
Signature: _____
Name: _____
Title: _____
Agency: Agency of Commerce & Community Development

By the RPC:

Date: _____
Signature: _____
Name: _____
Title: _____
Organization: Central Vermont Regional Planning Commission

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim,

then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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

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

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.
10. **False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
12. **Federal Requirements Pertaining to Grants and Subrecipient Agreements:**
 - A. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance

during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved

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

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

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

- 20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- 22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 23. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 25. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- 27. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- 28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:
- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or

cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

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

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

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

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

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

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

(End of Standard Provisions)

Appendix I

FY17 RPC/DHCD WORK PLAN

Revised December 2016

* = Collective actions that involve all RPCs

1. REGIONAL PLANNING

- Utilize the Vermont Association of Planning and Development Agencies (VAPDA) developed implementation template when a regional plan is updated.
- Report on implementation in the individual annual report (see task in Core Functions below)
- Review Act 250 major applications and Section 248 applications with hearings (or potential applications) in relation to the regional plan.
- Report on the number of applications commented on, providing more detail about those involving substantive comment, reporting in the midterm and final reports.
- Prepare shapefiles on the state register historic districts within the region for statewide use.
- Support Statewide Property Parcel Mapping Program:
 - Host at least one Statewide Property Parcel Mapping Program informational meeting in region, in partnership with VCGI Parcel Program Manager
 - Invite one or more municipal representatives from each town within region to participate in informational meeting
 - Provide guidance and technical support in response to questions from municipalities regarding participation in program (outside of informational meeting)
 - Make sure state has the most up-to-date parcel data available for municipalities within region

How much was done? Yes/no/NA - Regional Plan update used implementation template Yes/no - Individual RPC annual report includes implementation progress # of major applications reviewed # and % considered consistent with the regional plan Yes/no - State Historic Register shapefiles produced and submitted to VCGI Number of parcel program informational meetings held Number of towns participating in informational meetings	How well was it done? Regional Plan implementation progress documented by 9/30/2017 % of Act 250 major applications and Section 248 that received review and comment State Historic Register shapefiles produced and submitted by 6/30/2017 % of towns that participated in one or more parcel program informational meetings
Is anyone better off? Yes/no - Regional plan implementation and progress is communicated annually. % and type of comments that were addressed during project application development or in permit condition	

Yes/no – Historic district shapefiles available for statewide use. Number of towns to which support/answers re: parcel program were provided directly (outside informational meeting).
Narrative - List projects and explain RPC comments that were addressed.

Needs Improvement:

Regional Plan adopted without implementation template included (if plan is updated).

Less than 80% of major applications reviewed, summary not completed or not completed as part of the final report.

Historic Register shapefiles not completed and submitted to VCGI by 6/30/17.

Regional parcel mapping training not hosted.

2. MUNICIPAL PLANNING AND TECHNICAL ASSISTANCE

- Review municipal plans as requested by municipalities.
- Conduct statutory consultations with municipalities with plans expiring within 12-24 months and document results (FY17 schedule attached). Contact municipalities with plans expiring in FY 18 and offer to assist with updating the plans to meet statutory requirements.
- Help municipalities obtain or renew state designations, including updating local plans to meet statutory requirements of the designation.
- Provide assistance to municipalities to complete steps necessary to meet the Emergency Relief and Assistance Fund (ERAF) requirements.
- Use VAPDA developed forms, checklists, and standard procedures in municipal consultations and town plan approvals.
- Complete the flood resilience checklist for all municipalities that are receiving 1) a municipal consultation in accordance with the attached consultation schedule; 2) RPC assistance for improving the state match eligibility in the ERAF requirements; 3) RPC assistance with a municipal plan update or flood resilience amendment. For municipalities that have already completed the checklist, the checklist is required only when providing a municipal consultation. Send the completed flood resilience checklist to DHCD for compilation and analysis.
- Help interested communities use the Maintain/Evolve/Transform (MET) process and develop an implementation program using the regional implementation template as a guide.

How much was done?	How well was it done?
# of municipal plan approval requests reviewed	% of municipal plan reviews completed within statutory schedule (based on # of approvals requested)
# of consultations completed	% of statutory consultations completed on time (based on attached schedule)
# of municipalities that receive municipal plan assistance	% of municipalities receiving assistance on ERAF requirements
# of municipalities receiving assistance on ERAF requirements	% of municipalities that received municipal plan assistance
# flood resilience checklists completed and submitted to DHCD	

# municipalities assisted with using the MET process	% of municipalities with flood resilience checklists completed and submitted to DHCD
# of municipalities that received technical assistance	% of municipalities that received technical assistance
Is anyone better off? # and % of municipal plan approvals requested acted upon by RPC # and % of municipalities with adopted plans # and % of municipalities incorporating consultation recommendations in plan updates # and % of municipalities eligible for reduced local match under the ERAF rule. Yes/no - Municipalities receive a comprehensive overview of flood resilience measures and state receives consistent data on local needs for assistance.	
Narrative – Which towns received plan assistance and what was done? Any additional explanation.	

Needs Improvement:

Less than 80% of FY17 municipal plan reviews were completed within the statutory time frame.
Less than 80% of FY17 consultations were completed at least 12 months prior to plan expiration.
Less than 80% of the region's municipalities that received a consultation, ERAF assistance or municipal plan assistance also have submitted a flood resilience checklist.

3. MUNICIPAL TRAINING AND EDUCATION

- Provide training on 2 topic areas to promote statewide awareness [training topics TBD – for consideration: Essentials, Section 248, Capital Improvement Planning (with DHCD, VTrans + ANR), Making Bylaws Consistent with the Municipal Plan (with DHCD)]
- Report on municipal training needs (compiling feedback from towns received on consultation forms)
- Publicize, host and participate in training at the statewide or regional level as requested by ACCD. Likely training content: Planning Manual, Modules 1 and 2

How much was done? # type and location of trainings held # of participants at each training # and % of municipalities attending # of surveys collected	How well was it done? Trainings completed, surveys collected and summarized by 6/30/2017
Is anyone better off? % of municipalities attending meetings and training % of attendees rating the meeting and training useful	
Narrative	

Needs Improvement --

Less than two trainings completed and surveys not documented in final report.
Did not report to DHCD on training needs from consultation forms
Did not participate in Planning Manual training(s) with DHCD.

4. REGIONAL AND STATE ISSUES

- Help DHCD identify municipalities ready for state designation programs and help organize outreach events.
- Partner on the Business, Agriculture, Historic and Cultural Damage Assessment On-line Information Collection – RPCs attend annual training and coordinate data collection with regional partners. *
- Assist ANR and DHCD with outreach to the municipalities RPCs identified in FY 16 as needing infrastructure assistance.
- Assign a committee to advise and assist DHCD with an update to the Planning Manual scheduled for release 12/30/2016.*

How much was done? Yes/no – Designation outreach event assistance provided when requested Yes/no - Attended Damage Assessment Training # and % of RPCs attending Damage Assessment Training * Yes/no – Infrastructure outreach assistance provided when requested	How well was it done? % of RPCs attending Damage Assessment Training*
Is anyone better off? % of RPCs completing damage assessment as needed Yes/no – Infrastructure in municipal and regional centers supports economic development planned for those areas Yes/no – Planning Manual for municipalities updated with RPC engagement and assistance	
Narrative – In which municipalities was outreach conducted by topic, and what was done? Any additional explanation.	

Needs Improvement:

Did not participate in damage assessment training or data collection if needed.

Did not participate in state designation program outreach when requested.

Did not participate in infrastructure assistance outreach when requested.

5. CORE FUNCTIONS & IMPLEMENTATION ASSISTANCE

- Work on statutory duties as determined by regional priorities. Report results in individual contract reporting and individual annual reports (use common reporting elements for consistency, e.g.: regional planning implementation projects/activities, municipal technical assistance, community and economic development, state designations, brownfields, disaster and resilience, housing, public health, emergency preparedness, transportation, water quality, energy, etc.).
- RPCs to develop standard measures to report and track progress implementing the common reporting elements, e.g. ERAF to measure progress on 'disaster and resilience,' the number of communities eligible

for state designation in the region, new designations, and total number designated to measure progress on 'state designations.'

How much was done? # and type of municipal assistance provided (map) # and type of major regional planning and implementation efforts Yes/no – Standard measures to report and track progress provided*	How well was it done? Individual report of Regional Plan implementation actions included in the annual report developed by 9/30/2017 % of municipalities receiving RPC assistance Yes/no - Standard measures to report and track progress implementing core activities provided by 12/10/16*
Is anyone better off? Yes/no - Other measures as included in annual report	
Narrative	

Needs Improvement:

Individual report of Regional Plan implementation actions not completed by 9/30/2017

Less than 50% of municipalities receive assistance.

Standard measures not provided by 12/10/16.*



VERMONT DEPARTMENT OF PUBLIC SAFETY

**STATE OF VERMONT
STANDARD SUBRECIPIENT AGREEMENT
(Federal Fund Source to Non-State Subrecipient)**

FEDERAL PROGRAM TITLE
Emergency Management Performance Grant

AGREEMENT WITH
Central Vermont Regional Planning Commission
Agreement # 02140-31024C-003

Award Amount - \$53,262.00

DPS Financial Office Use Only

☐ SAM checked for DUNS Suspension and Debarment Exclusions
<https://www.sam.gov/portal/public/SAM/> Date: _____ Initial: _____

SAM Expiration Date: _____
Print Screen Must be Placed in Grant File

☐ DPS Restricted Parties List Checked Date: _____ Initial: _____

☐ Risk Assessment Completed Date: _____ Initial: _____

☐ Subrecipient Vs. Contractor Determination Form Completed Date: _____ Initial: _____

☐ Single Audit Check & Delinquent SAR Completed Date: _____ Initial: _____
VT_Bulletin 5_Eligibility Query

☐ BGS Office of Purchasing & Contracting Debarment List Checked
Date: _____ Initial: _____ <http://bgs.vermont.gov/purchasing/debarment>

Entered In: ☐ VT Grant Tracking (VISION) Date: _____ Initial: _____

Entered In: ☐ FFATA (if \$25K or over) Date: _____ Initial: _____

Federal Fund Standard Format to Non-State Subrecipients Only

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: 02140-31024C-003				² Original <input checked="" type="checkbox"/> Amendment # _____			
³ Grant Title: EMPG 16							
⁴ Amount Previously Awarded:		⁵ Amount Awarded This Action:		⁶ Total Award Amount:			
\$		\$ 53,262.00		\$ 53,262.00			
⁷ Award Start Date: 10/1/16		⁸ Award End Date: 9/30/17		⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission					
¹² Grantee Address: 29 Main Street, Suite 4							
¹³ City: Montpelier				¹⁴ State: VT		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Department of Public Safety						¹⁷ Business Unit: 02140	
¹⁸ Performance Measures: YES <input type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: <u>\$53,262.00</u> Description: 50% Match					
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee DUNS #: 158842195				²² Indirect Rate: _____ % <small>(Approved rate or de minimis 10%)</small>		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 06						²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund	\$0.00	\$0.00	\$0.00				
Special Fund	\$0.00	\$0.00	\$0.00				
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00				
Other State Funds	\$0.00	\$0.00	\$0.00				
FEDERAL FUNDS <small>(includes subrecipient Global Commitment funds)</small>						Required Federal Award Information	
³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.042	EMPG	\$0.00	53,262.00	53,262.00	EMB-2016-EP-00008-501	10/1/15	3,029,190.00
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

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
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		\$53,262.00	\$53,262.00		
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY				GRANTEE			
NAME: Robert Densmore				NAME: Laura Ranker			
TITLE: Financial Administrator				TITLE: Planner			
PHONE: 802-241-5395				PHONE: 802-229-0389, 802-223-1977			
EMAIL: Robert.densmore@vermont.gov				EMAIL: Ranker@cvregion.com			

Part 2- Grant Agreement

Parties: This is an Agreement between the State of Vermont, **Department of Public Safety (DPS)** (hereinafter called "State"), and **CVRPC** (hereinafter called "Subrecipient").

The Subrecipient must be in compliance with the Vermont statutory requirements relating to taxation of business entities operating within the State. If Subrecipient does not have a Business Account Number, it is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

Subrecipient Federal Tax Identification Number: 03-0225677

Subject Matter: The subject matter of this Agreement is **as outlined in attachment A: Scope of work to be performed.**

Award Details: Amounts, dates and other award details are as shown in the above Agreement Part 1-Grant Award Detail. Detailed services to be provided by the Subrecipient are described in Attachment A.

Agreement Term: State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued (DPS Form GMU-203). The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement. *The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).*

Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. An amendment is a request to make a programmatic, administrative, or substantial financial change to this Agreement (refer to Attachment B, Payment Provisions). Examples include changes in scope of work, budget modification, and change in Subgrant term (period of performance).

Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least **30** days in advance.

Attachments: This Agreement consists of **20** pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

- _____ Grant Agreement-Part 1 – Grant Award Detail
- _____ Grant Agreement-Part 2
- _____ Attachment A - Scope of Work to be Performed
- _____ Attachment B - Payment Provisions
- _____ Attachment C - Customary State Agreement Provisions
- _____ Attachment D - Other Provisions
- _____ Attachment E - Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this agreement, its provisions, attachments and conditions contained herein.

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Signature

Signature

Printed Name: _____
Commissioner/Deputy Commissioner

Printed Name: _____

Title: _____

Date: _____

Date: _____

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

REGIONAL PLANNING COMMISSION

EMERGENCY MANAGEMENT PERFORMANCE GRANT – FEDERAL FISCAL YEAR 2016

SCOPE OF WORK FOR OCTOBER 1, 2016 – SEPTEMBER 30, 2017

This document is intended to be the guidance to assist Regional Planning Commissions (RPCs) in drafting their EMPG 2016 funding applications and scopes of work. Detailed descriptions of the work elements identified below and staff hours required will be required in order for applications to be considered complete. **Incomplete applications or applications requiring additional information will be returned for clarification.**

Each RPC applying under EMPG 2016 will be required to perform the work elements outlined below; however, the Special Projects category is voluntary. In order to receive reimbursement of the tasks accomplished, RPCs must follow the **Reporting Requirements** outlined under each work element.

Preparedness:

1. Local Planning

RPCs will work with their local municipalities to update and submit Local Emergency Operations Plans (LEOPs). Plans submitted must be consistent with DEMHS guidelines:

The following LEOP information should be considered mandatory. LEOPs missing this information will not be considered complete by DEMHS.

- Name of town, to include any covered village(s)
- 3 unique contacts – each with at least one method of contact
- Date of LEOP adoption (must be current)
- Date of NIMS adoption
- Name of individual certifying plan (must meet the requirements of individual certifying the plan)
- Planning Task #7 – NIMS typed resources (if they have NIMS typed resources)

All other information in the LEOP Base Plan is solely for the town's benefit and is not required for the LEOP to be considered complete.

LEOPs are due after Town Meeting Day but before May 1st of each year. LEOPs submitted after May 1st will be eligible for reimbursement.

Each RPC shall:

- a. Provide assistance to municipalities in completing their LEOP Base Plan.
- b. Conduct municipal training, as appropriate, for new municipal officials in how to complete their LEOP.
- c. Verify LEOP signatories have received the appropriate ICS training.
- d. Once completed LEOPs are received:
 - a. Send completed LEOP materials to DEMHS
 - b. Enter LEOP information into provided template and return to DEMHS.

Reporting Requirements:

- a. Provide a summary and narrative in each quarterly report of the number of hours expended per municipality, number of completed LEOPs submitted, and major tasks accomplished.

2. Local Emergency Management Directors/ Coordinators

RPCs will work with their local municipalities to update and submit a list of Local Emergency Management Directors/ Coordinators (EMD/Cs). This list will contain the EMD/C's contact information in order for DEMHS to populate the EMD listserv as well as post to the DEMHS website as a centralized list of EMD/Cs across the state. However, NO contact information will be listed on the DEMHS website; anyone wishing to contact their EMD/C via the DEMHS website will be instructed to contact their respective towns.

Each RPC shall:

- a. Maintain a list of local EMDs for localities located within their RPC area.
- b. Ensure such list is accurate, to include contact information.

Reporting Requirements:

- a. Provide verification of EMD list accuracy (even if no change) in each quarterly report.

3. Technical Assistance and Education

RPCs will provide technical assistance and overall regional/ statewide coordination for emergency preparedness and response. This may include the following:

- Technical support and outreach to local communities, Citizens Corps programs, and other local/ regional emergency teams and planning committees.
- Assist in the scheduling of emergency management training for communities.

RPCs are encouraged to work with their RPC counterparts located in their Public Safety District (PSD) in order to ensure trainings will be cross-jurisdictional and reach a wider audience. Courses which are coordinated between multiple RPCs in a PSD can be claimed on each RPC's quarterly report.

Each RPC shall:

- a. Coordinate with the DEMHS Homeland Security Training Coordinator (HSTC) to schedule and conduct cross-functional emergency management related training to meet local needs which are NOT already scheduled by the HSTC (i.e. ICS, Local EMD, DisasterLAN, etc).
- b. Provide technical assistance for communities in emergency preparedness and response which may include, but is not limited to, the following. RPCs will need to outline which towns they wish to work with to provide this assistance.
 - i. Grant applications
 - ii. Local exercises and events
 - iii. Supplemental LEOP Annexes
 - iv. GIS mapping
 - v. NFIP compliance
 - vi. ERAF assistance.
- c. Provide regional and statewide coordination partnering with LEPCs, school crisis committees and other stakeholders. RPCs may coordinate and support the work of fire departments, law enforcement and other public safety organizations, attend DEHMS meetings (*other than monthly RPC meetings*), and support Tier II reporting compliance.

Reporting Requirements:

- a. Specifically identify any trainings requested to schedule and provide justification outlining to how the course will benefit jurisdictions within your RPC.
- b. Provide verification of the training being scheduled (i.e. course announcement), once completed.
- c. Provide a summary of hours expended and goals achieved through technical assistance to include the topic and communities/ partners involved.

Response:

4. State-wide Emergency Response

RPCs will ensure maintenance of a minimum of one (and up to three) individuals are identified in the 'RPC Staff Emergency Contact List' to act as Local Liaisons and/ or operate within the State Emergency Operations Center (SEOC). RPCs will provide any appropriate

updates (at a minimum, quarterly) to ensure contact information is up-to-date. Funding will be assessed based on the number of individuals identified.

In order to ensure an appropriate statewide level of response can be attained, RPCs will assist DEMHS in providing staff to the SEOC during activations (exercises or actual events). To this end, RPCs will need to ensure their staff is appropriately trained and attains experience in supporting the SEOC. DEMHS will work with identified RPC staff to determine appropriate primary and secondary SEOC roles.

Each RPC shall:

- a. Ensure each individual identified in the above list has an account setup (and kept accurate) in VTAAlert in order to receive notifications (such as activation of the SEOC, Local Liaisons)
- b. Participate (at least one individual per RPC) in monthly conference calls and quarterly in-person calls with DEMHS staff.
- c. Ensure each individual identified as a Local Liaison is trained to the minimum SEOC level in at least one role (other than Local Liaison) in the SEOC. These roles can be located in the Operations, Logistics, or Planning sections. RPCs will receive a minimum of 10 and a maximum of 40 hours total for identified staff to complete trainings as identified in the SEOC Training Matrix.
- d. Budget 12 hours for each individual identified as a Local Liaison to participate in one SEOC exercise per year. This time will include any pre- and post-exercise briefings. Participation over this amount will be completed as funding allows.

Reporting Requirements:

- a. Provide verification of POCs (even if no change) in each quarterly report.
- b. Verification of attendance will be based on sign in sheets (in person meetings) and roll call (conference calls) – No additional reporting will be required for this task.
- c. Identify RPC staff, which position(s) they wish to fulfill, and trainings (as outlined in the SEOC Training Matrix) they will need to take in order to accomplish this. Provide a number of hours (based on the number of training hours per course) and certificates of course completion.

Recovery, Mitigation, and Other Emergency Management Projects:

5. Optional Special Projects

RPCs will have the ability to propose additional work elements which are above the minimum requirements defined in this document. These work elements must be applied for and approved by DEMHS as part of the EMPG agreement. RPCs will be funded depending on available funding and agreed upon work requirements for each special project.

Applications for special projects will require a detailed project proposal describing the effort or project, reporting guidelines and deliverables, and a budget estimate.

Examples of special projects may include (but is not limited to):

- o COAD, CERT, and/ or MRC organization and coordination
- o GIS mapping of critical elements applicable to emergency management needs, to include critical infrastructure
- o Participation in statewide public safety committees such as the SERC, Training and Exercise Planning Committee, etc.
- o Addressing a preparedness issue unique to the region
- o Completing special tasks such as mutual aid agreements, COOP and COG Planning, etc.
- o Assisting with special projects such as emergency communications/dispatch, regionalization of public safety services, etc.

Each RPC shall:

- a. Outline a detailed and specific project proposal to include:
 - i. A final goal of each project;
 - ii. Tentative timeline and milestones;
 - iii. Anticipated personnel hours required;
 - iv. Narrative defining the benefit of each project to the emergency management preparedness of your region.

Reporting requirements:

- a. Provide a detailed report including the following:
 - a. Progress on each defined milestone;
 - b. If applicable, justification for deviation from the proposed timeline;
 - c. Number of staff hours expended;
 - d. Unexpected challenges encountered and how these were/ will be overcome.

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed, up to the Federal share amount stated below, provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

Budget Detail:

Salaries and Benefits	\$ 48,844.00
Contractual	\$
Supplies	\$ 2,400.00
Travel & Mileage	\$ 3,066.00
Equipment	\$
Other Costs	\$
Indirect Cost*	\$ 52,214.00
Total Federal Share	\$ 53,262.00
Total Non-Federal Share (Match)	\$ 53,262.00

*Current Rate Approval Letter Must Be on File with DPS. When an indirect rate is included, it must be an approved Federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient, or a de minimis indirect cost rate of 10%. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. A de minimis rate may only be used by those Subrecipients that have *never had an approved indirect rate* in the past. It may not be used by State and Local Governments (including school districts). Refer to Bulletin 5 for further guidance.

During the performance of this Agreement, any of the cost categories may be increased or decreased by up to 10% of the total award without the need for an official amendment but with the prior written approval of the DPS Financial Office contact shown on page 3 provided:

1. It is within the Total Award Amount in effect at the time of the adjustment
2. It does not change the Scope of Work in Attachment A

PROGRAMMATIC REPORTING REQUIREMENTS:

Provide Progress Reports to Program manager quarterly.

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request Agreement funds:

- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (DPS Form GMU-502F) with attached detailed documentation of incurred expenses paid to receive payment.
- Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient MUST make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive cash advance however they may be required to deposit funds in an interest bearing account and possibly return interest earned more than \$500 per year (see 2 CFR §200.305(b)(8)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form GMU-502F). Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks.

These requests must be submitted to the Vermont Department of Public Safety, Financial Office, no later than the end of the month following the month in which the expenses were incurred. Please send to:

Name: Robert Densmore

Via postal mail: Vermont Department of Public Safety/Financial Office
45 State Drive
Waterbury, VT 05671-1300

Via fax: 802-241-5553

Via email: Robert.densmore@vermont.gov

DPS will not make any payments on this Agreement unless the Subrecipient meets all provisions contained herein.

Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the Subrecipient.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

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

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

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

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

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

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations
Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format.

The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

13. Taxes Due to the State: a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she: a. is not under any obligation to pay child support; or b. is under such an obligation and is in good standing with respect to that obligation; or c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

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

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

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. Mandatory Disclosures: In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

ATTACHMENT D OTHER GRANT AGREEMENT PROVISIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) 2 CFR 180 and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors, contractors or subrecipients prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain documentation. This documentation shall be available for review per Attachment C, paragraph 10.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: The Place of Performance is the address provided on the Standard Grant Agreement.

☐ Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

4. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 230. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

Circular A-133 Audits of States, Local Governments and Non-Profit Organizations,
2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,
2 CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations,
or other applicable Circulars, CFRs and requirements in the various federal departments' grant management documentation nor does this imply that local policies and procedures supersede federal directives.

ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

This Agreement is subject to the requirements of all federal laws, policies and bulletins. Most notably:

Article I- Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article II- Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article III - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. sections 175 175c

Article IV - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article V - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200.11QR\$ndix XII. The full text of which is incorporated here by reference in the terms and conditions of your award.

Article VI - Rehabilitation Act of 1973

recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or , activity receiving Federal financial assistance.

Article VII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article IX - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XI - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. 401.14.

Article XIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipient must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. A1 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. A1 2225.

Article XVIII - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C.

A1 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. A1 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXI - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, A1 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXII - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIII - Acknowledgment of Federal Funding from OHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXIV - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXV - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXVI - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. AI 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. AI 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXVII • Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXIX - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes; regulations, or the terms and conditions of the Federal award.

Article XXXIII • Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units. The public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXIV • Civil Rights Act of 1964 • Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXXV • OHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and! Sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by Jaw or detailed in program guidance.
5. If, during the past three years, the. Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances A1, Non-Construction Programs, or OMB Standard Form 4240 Assurances A1, Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 4240 Assurances - Construction Programs as applicable.

.Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office, may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their "program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Requirements for Federal Awards became effective 12/26/2014 for Federal awards that are issued post 12/26/2014. This regulation supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. See final guidance and OMB Policy Statements for more information.

2 CFR 180 OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)
2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
2 CFR 220 (formerly A-21) Cost Principles for Education Institutions,
2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,
2 CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations, and
A-133 Audits of States, Local Governments and Non-Profit Organizations.

This Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

Bulletin 5, Single Audit Policy for Agreements
Bulletin 5 - Procedure #1
Bulletin 5 - Procedure #2

This agreement is subject to the requirements for the federal agency providing the funds. This agreement is subject to the following Code of Federal Regulation (CFR) and Grant Guidance:

~~CFR 44~~ – Emergency Management and Assistance

**NORTHWEST REGIONAL PLANNING COMMISSION
STANDARD SUB-GRANT AGREEMENT
With
Central Vermont Regional Planning Commission**

1. Parties: This is an Agreement for services between the Northwest Regional Planning Commission a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 75 Fairfield Street, St. Albans, VT and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT (hereinafter called "SUBRECIPIENT"). It is the SUBRECIPIENT's responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUBRECIPIENT is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Subgrant Agreement is to provide coordinated education and technical assistance regarding Act 174. The SUBRECIPIENT's Scope of Work and Budget is in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by SUBRECIPIENT, the NRPC agrees to pay SUBRECIPIENT, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$22,200.
4. Agreement Term: The period of SUBRECIPIENT's performance shall begin on October 26, 2016 and end on August 31, 2017.
5. Source of Funds: Vermont Department of Public Service.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the NRPC and SUBRECIPIENT.
7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Contact persons for this award:

NRPC: Catherine Dimitruk P: (802) 524-5958 E: CDimitruk@nrpcvt.com

SUBRECIPIENT: Bonnie Waninger P: (802) 229-0389 E: Waninger@cvregion.com

9. Attachments: This Agreement consists of two pages plus the following attachments which are incorporated herein:

Attachment A –SUBRECIPIENT Scope of Work and Budget

Attachment B - Payment Provisions

Attachment C - Customary State Grant Provisions

Attachment D – Other Grant Provisions

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

NORTHWEST
REGIONAL PLANNING COMMISSION

SUBRECIPIENT

Signature: _____

Signature: _____

Name: Catherine Dimitruk

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

ATTACHMENT A

SCOPE OF WORK AND BUDGET

Project Description

NRPC will oversee and assist its 10 sister Regional Planning Commissions (RPCs) with whom it subcontracts (Northeastern Vermont Development Association, Chittenden County Regional Planning Commission, Addison County Regional Planning Commission, Central Vermont Regional Planning Commission, Lamoille County Planning Commission, Two Rivers-Ottawaquechee Regional Commission, Southern Windsor County Regional Planning Commission, Rutland Regional Planning Commission, Windham Regional Commission, and Bennington County Regional Commission) in providing training pursuant to Section 10 and technical assistance pursuant to Section 10a of Act 174 of 2016. The work will make use of data, analysis, and mapping currently under development by the RPCs under Contract #28403 and Contract # 30934, as well as supplemental work undertaken by each RPC pursuant to Act 174. The RPCs will work cooperatively with each other and with the State during the project, including in the development of training materials, delivery of trainings, and deployment of technical assistance. NRPC will additionally be responsible for overall fulfillment of contractual responsibilities, including invoicing and reporting.

The work to be completed by the RPCs and overseen by NRPC covers two key areas: (1) in collaboration with the State and the Vermont League of Cities and Towns: development and presentation of training sessions for municipal planning commissions to assist them in the development of municipal plans that are eligible to receive a determination of energy compliance under Sec. 6 of Act 174, 24 V.S.A. § 4352, with at least one such session to be held in the area of each regional planning commission after notice of the session to member municipalities; (2) providing technical assistance to municipalities in the implementation of Act 174, with consideration given to the need and size of a municipality and the availability, if any, of other assistance, expertise, or funds to implement Act 174.

Deliverables

Task 1: Development of Training Materials

NRPC will work with the State, the Vermont League of Cities and Towns (VLCT), and its sister RPCs through the Vermont Agency of Planning and Development Agencies to develop training materials to assist municipalities in the development of municipal plans eligible to receive a determination of energy compliance pursuant to Act 174. This includes ensuring completion of the following tasks:

- a. Designating an expert team from one or more RPCs to develop the presentation and training materials.
- b. Ensuring the ability of the State, VLCT, and other RPCs to participate in the development and review of the materials.
- c. Organizing and holding a “train the trainer” event that all RPCs will attend prior to delivering their own region-specific trainings.

Task 2a: First Round of Trainings

NRPC will ensure delivery by all 11 RPCs of an initial training session in each region to assist municipalities in the development of municipal plans that are eligible to receive a determination of energy compliance pursuant to Act 174. This training session will be held within 30 days of the common training materials being made available, and no later than December 31, 2016. At least one member of the expert team is expected to participate in each training, potentially to deliver core training elements, and to ensure consistency of training across the state. RPCs are expected to consider the geographic diversity and interest when selecting locations for trainings, and should seek to include representatives from as many municipalities in the region as possible, regardless of training location.

Task 2b: Second Round of Trainings

NRPC will ensure delivery by all 11 RPCs of a second training session in each region to assist municipalities in the development of municipal plans that are eligible to receive a determination of energy compliance pursuant to Act

174. This training session will be held no later than February 28, 2017. At least one member of the expert team is expected to participate in each training, potentially to deliver core training elements, and to ensure consistency of training across the state. RPCs are expected to consider the geographic diversity and interest when selecting locations for trainings, and should seek to include representatives from as many municipalities in the region as possible, regardless of training location.

Task 3a: General Technical Assistance

NRPC will coordinate delivery of broad technical assistance to municipalities in the implementation of Act 174. At a minimum, RPCs will break out the analyses conducted and maps created under State contracts #28409 and 30934 for the benefit of their municipalities, and for the municipalities to use as a starting point for their energy planning work pursuant to Act 174. RPCs will provide these analyses and maps to all municipalities within their borders, regardless of whether that municipality will be the recipient of custom technical assistance under #2 below, no later than April 30, 2017.

Task 3b: Custom Technical Assistance

NRPC will ensure the delivery of custom technical assistance to further the goals of Act 174 within each region as follows:

1. RPCs will provide custom technical assistance to a minimum of three municipalities per region, with the goal of accommodating a diverse selection of municipalities and with consideration given to the need, size, and any other assistance, expertise, or funds available to that municipality. RPCs with a larger region, greater need, and/or more capacity to provide detailed technical assistance may propose to provide assistance to additional municipalities. NRPC will allocate funds for additional technical assistance based on the factors outlined above. Custom technical assistance will consist of at least the following and will be completed no later than July 31, 2017:
 - a. Detailed training to the municipality (above and beyond the materials prepared for regional trainings under Tasks 2a and 2b) on the standards and process for determinations of energy compliance pursuant to Act 174.
 - b. In cooperation with the selected municipality, assistance in drafting plan amendments or new plan sections that meet the standards of the optional determination of energy compliance in 24 V.S.A. § 4352.
 - c. Customized analyses and maps for the municipality (beyond the analyses and maps provided to each municipality in the region under #1 above), taking into account local data and local knowledge of preferred areas for energy development as well as local land use policies acting as potential constraints on development. The analyses and maps will meet the requirements for the enhanced energy element under 24 V.S.A. § 4348a(a)(3) as well as any additional requirements for analysis and mapping contained in the determination standards issued by the State pursuant to Act 174, Secs. 6 and 9.
 - d. Recommendations on potential pathways to meet energy goals and targets, drawn from RPC work under State contracts #28409 and 30934, the determination standards for energy compliance and recommendations issued by the State pursuant to Act 174, and any ancillary guidance materials that are made available by the State.
 - e. Assistance to municipalities through the determination of energy compliance process as needed (within the contractual timeline), whether the municipality is pursuing determination directly with the State or will request RPC review and assessment.

Task 4: Summary of Best Practices

NRPC will advance the ability of all municipalities to successfully engage with Act 174 by working with its sister regions to review and distill the most thorough, responsive, and replicable elements from the draft plan amendments, new plan sections, analyses, maps, and pathways developed in conjunction with municipalities receiving custom technical assistance into a compendium of best practices. The compendium, or summary, should provide a useful resource for municipalities that did not receive custom technical assistance, so that they might borrow language and other elements to use as a starting point in their own enhanced energy planning efforts.

		Task 1	Task 2a	Task 2b	Task 3a	Task 3b	Task 4	Total
Central			2,000	2,000	8,900	6,300	3,000	\$22,200
Deadline		11/30/2016	12/31/2016	2/28/2017	4/30/2017	7/31/2017	8/31/2017	
Expected Payment		1/15/2017	2/1/2017	4/21/2017	6/30/2017	8/31/2017	9/30/2017	

ATTACHMENT B PAYMENT PROVISIONS

The NRPC agrees to compensate the SUBRECIPIENT for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement. The SUBRECIPIENT's budget is listed in Attachment A.

A. General. The NRPC agrees to pay the SUBRECIPIENT and the SUBRECIPIENT agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachment A, a maximum reimbursement not to exceed \$22,200. All costs necessary to carry out the activities described in Attachment A, are to be compensated on a lump sum basis in accordance with the provisions of this Agreement.

B. Payment Procedures. The NRPC shall pay, or cause to be paid, to the SUBRECIPIENT progress payments for invoices which will be submitted **upon completion of the deliverable and in accordance with the scheduled shown in Attachment A.** Requests for payment shall be made directly to the NRPC and shall be accompanied by progress reports which will include any deliverables.

The SUBRECIPIENT must submit invoices listed by Task as detailed in **Attachment A.** NRPC does not require that time and effort documentation (timesheets) for personnel costs or documentation of direct costs be included with invoices for this agreement; however, that documentation must be retained by the SUBRECIPIENT and provided upon request. The SUBRECIPIENT certifies the accuracy of costs when signing each invoice.

The NRPC shall pay for all services, expenses and materials accomplished or used during the period of this Agreement and only that effort will be included on invoices under this Agreement.

All payments by the NRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBRECIPIENT including but not limited to bills, invoices, progress reports and other proofs of work.

Pass-Through Requirements:

Attachment C - Customary State Grant Provisions

Attachment D - Other Grant Provisions

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
(REVISED JULY 1, 2016)**

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

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

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

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

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

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

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

all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement. The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of

coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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

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

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

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

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

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether

or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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

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

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

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

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

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

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

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

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

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

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

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

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

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

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

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

ATTACHMENT D
Other Provisions

1. **Work Product Ownership.** Upon full payment by the State, all products of the Contractor's work, including but not limited to outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the joint property of the State of Vermont and the Contractor. The Contractor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. The RPC shall not use any copyright protected material in the performance of the work under this contract that would require the payment of any fee for present or future use of the same by the State. To the extent the RPC uses copyrighted materials in performance of work under this Contract, the RPC shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material.
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 Contractor under this contract shall be approved by the State prior to release.
3. **Public Records:** Notwithstanding any provision contained herein, the records remaining solely in the possession of any client entity of the Contractor that is not a Regional Planning Commission (RPC) shall not be subject to public inspection under the provisions of 1 V.S.A., chapter 5, subchapter 3. The only records of a client entity that is not an RPC that will be subject to public inspection are those documents actually in the Contractor's possession and not exempt from public inspection pursuant to Vermont's Access to Public Records Law or any other provision of law.
4. **Confidential Information.** During the course of the work contemplated in this contract, the Contractor shall not on its own enter into any agreements which pertain to information to be used in performing such work and which restrict access to information or denominate information as confidential, allegedly confidential, or protected from disclosure.

During the course of the work contemplated in this Contract, the Contractor may be asked by the Department of Public Service to use information which has been denominated as allegedly confidential information and protected from disclosure under a protective agreement entered into by the Department. Any and all personnel of the Contractor, including sub-contractors, who are to use such information shall sign the appropriate schedule to the protective agreement and shall protect the information from disclosure to persons who have not agreed to be bound by that agreement. The Contractor shall ensure that its personnel and sub-contractors comply with the protective agreement and shall return all copies of the allegedly confidential information within twenty-one (21) days of completion of its use or promptly upon request of the Department.

- 5. Default/Recapture of Funds/Termination of Contract:** Failure by the Contractor to fulfill in a timely and proper manner its obligations under, or comply with, any of the terms or conditions of this contract shall constitute a Default. The State shall notify the Contractor of the Default, may establish a period not to exceed thirty (30) calendar days to correct such Default, and may cease payment of any portion of Contract funds, until the Default is cured. If the Contractor does not cure the Default at the completion of the correction period, then State: (1) may require Contractor to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this contract; or, in the alternative, may forever retain any portion of Funds, equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this contract by giving written notice to the Contractor, specifying the effective date thereof.



MEMO

Date: December 28, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Commissioner Handbook

I am requesting an initial review of CVRPC's Commissioner Handbook focused on depth of content.

The Commissioner's Handbook is designed to orient and train new Commissioners and act as a reference guide for existing Commissioners. It provides information about the organization and its operations and the roles and responsibilities of Commissioners.

This initial version of the Handbook is not a complete draft. It demonstrates the depth of content that could be provided, and an overall format for presenting the information. I would appreciate input in key areas:

- ❖ Does the content still seem appropriate now that it has been expanded?
- ❖ Is the document length appropriate? As a new Commissioner, would you read this document?
 - Should information in the appendices be transferred to the Commission's website instead of being included in the Handbook?
 - Should additional content be included in the Handbook, such as:
 - the organization's mission?
 - a list or description of current programs and projects?
 - the current fiscal year's work program and budget?
 - an organizational chart?
 - brief biographies of Commissioners or staff?
 - the Commission's most recent audit?
 - the most recent Commission newsletter?
 - the Regional Plan?
- ❖ Is the general tone and voice appropriate? Should it be more or less formal?

When reviewing the content, it would be helpful to avoid concentrating on formatting errors, specific wording, and other details. As the document evolves, errors will be corrected, and the Committee will have opportunities to engage in discussions about wording and details.

Central Vermont Regional Planning Commission Board Handbook 2016

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Getting Started

Welcome to the Central Vermont Regional Planning Commission

This Commissioner Handbook describes:

- ❖ What the Central Vermont Regional Planning Commission (CVRPC) is;
- ❖ How it is organized;
- ❖ What activities CCRPC can and must do;
- ❖ The planning and funding processes;
- ❖ The powers and duties you have as a Commissioner;
- ❖ How you can be an effective Commissioner;
- ❖ Staff and staff responsibilities; and
- ❖ The resources available to you.

The Handbook cannot possibly answer every question you will have. Please do not hesitate to ask your fellow Commissioners (especially members of the Executive Committee) and the Executive Director for guidance and assistance. They can supplement the Handbook's resources by describing how the Commission previously has addressed your concern and concerns similar to it.

Serving on the Commission calls upon you to think regionally and invest your best efforts to help CVRPC succeed on behalf of all of the communities and organizations it convenes. Your service requires a certain level of commitment and investment of time. The learning curve is fairly steep, but there are plenty of people and resources available to help and support you.

We want you to succeed as a Commissioner. To be successful, you should:

- ❖ Prepare thoroughly before each meeting by reading the board packet and related materials;
- ❖ Communicate the ideas and opinions of your community or organization clearly;
- ❖ Listen fully to the ideas and opinions of others;
- ❖ Be flexible and diplomatic; and
- ❖ Be true to the organization's guiding principles and laws.

The more you invest in the organization, the more rewarding you will find your service to be.

What is CVRPC?

The overall purpose of planning at the regional level in Vermont is to bring communities together to address common issues and concerns. The Central Vermont Regional Planning Commission (CVRPC) does this by providing planning and technical assistance that meets the needs of our member municipalities and the public, while remaining consistent with our federal and state requirements. Our work will result in the development and implementation of plans that support sustainable development and improve the region's quality of life and environment.

Enabling Legislation

The legal basis and powers for Central Vermont Regional Planning Commission as the region's regional planning commission stem from Vermont laws as stipulated in 24 V.S.A. § 4301 et seq., as amended, 24 V.S.A. § 4345 et seq. The CVRPC was chartered by the municipalities of Lamoille County on February 13, 1964 as the Lamoille County Development Council, with an amendment to the original charter dated February 9, 1988 to change the name to Central Vermont Regional Planning Commission, Inc. CVRPC is funded in part through the State of Vermont property transfer tax as outlined in 24 V.S.A. § 4306(a).

Funding

Legislative funding and town appropriations provide the base of funding for CVRPC's work program activities, such as the regional transportation program, community development planning, and emergency preparedness. CVRPC receives funding from four main sources.

Town Appropriations/Dues

CVRPC depends upon allocations from the ten towns served. The appropriations are per capita based, meaning the amount is based on the municipality's population. In FY17, municipalities contributed \$71,XXX to the Commission, which was 5% of its annual budget. Town appropriations demonstrate support for CVRPC's services and leverage additional funds that support local and regional planning.

State Regional Planning Allocation

The Vermont Legislature provides funding for all Regional Planning Commissions (RPCs) through the Property Transfer Tax. The funding is dispersed to RPCs through the Agency of Commerce and Community Development using a four-part formula. The formula provides an equal share to all RPCs for operating expenses and balances anticipated planning needs with a proportional share for number of municipalities served, number of residents served, and property transfer tax receipts from the region.

Annual Contracts

Three state agencies have consistently provided funds to RPCs through annual contracts. The Vermont Agency of Transportation, Department of Emergency Management and Homeland Security, and Agency of Natural Resources support local and regional planning. This consistent funding reflects their appreciation of RPC success in bringing local and regional successes and input to statewide discussions.

1
2 **Project-Based Contracts**

3 CVRPC uses project-based contracts to support local efforts or regional strategies. One-time
4 grants and contracts aim to further specific planning efforts or to implement projects with
5 communities.
6

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Getting to Know the Organization

The Board of Commissioners

CVRPC is governed by a Board of Commissioners and functions with a professional staff. Standing and special committees complement the work that the Board of Commissioners and staff perform. An overview of how the Commission is formed and operates, Committee assignments and responsibilities, and staff positions are listed below. Contact information for Commissioners is included in Appendix C.

The Board of Commissioners is composed of one representative from each of the Commission's 23 member municipalities. The municipality's locally elected legislative body may appoint a Commissioner and Alternate Commissioner to vote in the Commissioner's absence. CVRPC requires annual certification of the appointment.

Alternate Commissioners provide a voice for the municipality when the appointed Commissioner is unable to participate in meetings. Commissioners can facilitate participation by Alternates by encouraging alternates to attend Commission meetings, linking alternates to Commission committees and workgroups, regularly conveying updates, helping them understand their duties, insuring they are provided with all information that a Commissioner receives, and briefing them when they will be the voting member at a Commission meeting.

CVRPC member municipalities include:

- | | | |
|-------------------|--------------|----------------|
| ❖ Barre City | ❖ Marshfield | ❖ Waitsfield |
| ❖ Barre Town | ❖ Middlesex | ❖ Warren |
| ❖ Berlin | ❖ Montpelier | ❖ Washington |
| ❖ Cabot | ❖ Moretown | ❖ Waterbury |
| ❖ Calais | ❖ Northfield | ❖ Williamstown |
| ❖ Duxbury | ❖ Orange | ❖ Woodbury |
| ❖ East Montpelier | ❖ Plainfield | ❖ Worcester |
| ❖ Fayston | ❖ Roxbury | |

Annually, the Nominating Committee recommends to the Board of Commissioners a Chair, Vice-Chair, Secretary, and Treasurer. Officers are elected by a majority vote at the first meeting after June 30. You can learn more about this in the Bylaws section in Appendix A.

Meetings follow an established agenda. To add an item to the agenda, contact either the Chair or the Executive Director at least ten (10) days prior to the meeting date. While meeting agendas may be amended at the start of any meeting, Vermont Open Meeting Law no longer allows for agenda items previously described as "other business".

Meetings of the Board of Commissioners occur the second Tuesday of each month and begin at 7:00 pm. Committee meetings are scheduled individually. All meetings of the Commission, its committees, and any workgroups are open for public attendance. Meetings of the CVRPC Board

of Commissioners and Committees established by the Commissions established by the Commission - whether standing, advisory, or project related - are subject to Vermont's Open Meetings Law. You can read more about the Open Meetings Law in Appendix XXX.

The Commission uses Roberts Rules of Order to guide discussion and decision making during its meetings. While the procedures associated with Roberts Rules can seem awkward initially, they are designed to ensure that everyone has a chance to participate and to share ideas.
[INCLUDE ROBERTS RULES OF ORDER BRIEF FROM ULM.EDU]

When a motion has been made, seconded, and opened for discussion, no other business should be discussed until action has been taken on the motion before the Commissioners. All Commissioners are encouraged to add to the discussion of a motion. The Chair will make every effort to ensure that all members are given the opportunity to speak. Except when otherwise provided by CVRPC's Bylaws, meetings and voting are conducted in accord with *Roberts Rules of Order Newly Revised*.

Committees

CVRPC has two standing committees, Executive and Nominating. It also has eight special committees: Project Review, Town Plan Review, Regional Plan, Transportation Advisory, Brownfields Advisory, Personnel Policy Review, Clean Water Advisory, and Regional Energy. CVRPC staff assist the Committees in all functions as needed.

All CVRPC Commissioners are encouraged to participate in a minimum of at least one committee. For details about the committees, their focus, membership, and charge, please see the Committee descriptions and contact information in Appendix C.

Standing Committees

Executive Committee

The Executive Committee consists of the four officers of the Board of Commissioners and three other Commissioners appointed by the Chair at the first meeting of the Board of Commissioners after June 30. The appointments to the Executive Committee by the chair shall be deemed ratified unless the Board votes otherwise at the meeting when the appointments are made. Vacancies on the Executive Committee may be reappointed at any time if necessary.

Key Duties

1.

Nominating Committee

The Nominating Committee consists of at least three (3) members appointed by the Commission. The appointments are on a rotating basis, and a Commissioner may not serve two successive terms on the committee.

Key Duties

1.

Special Committees

CVRPC has eight special committees: Project Review, Town Plan Review, Regional Plan, Transportation Advisory, Brownfields Advisory, Personnel Policy Review, Clean Water Advisory, and Regional Energy.

Project Review Committee

The Project Review Committee (PPR) consist of no fewer than five (5) members of the Board of Commissioners. The Chair of the Board appoints a member of the Executive Committee to serve as the Chair of PPR.

Key Duties

1.

Town Plan Review Committee

XXX

Key Duties

1.

Regional Plan Committee

The Regional Plan Committee consists of five (5) members of the Board of Commissioners plus an alternate. The Chair is elected from the committee.

Key Duties

1.

Transportation Advisory Committee

The Transportation Advisory Committee (TAC) provides local and regional input to the Vermont Agency of Transportation to identify needs and to develop transportation improvement programs for the Central Vermont Region. The TAC's membership includes one appointed representative from CVRPC's 23 member towns. The TAC meets monthly on the fourth Tuesday of the month.

Key Duties

1.

Brownfields Advisory Committee

The Brownfields Steering Committee consists of representatives from (LIST). The chair is elected by the Committee. The Board of Commissioners has the final authority in decision making related to this program.

Key Duties

1.

Personnel Policy Review Committee

XXX. The Committee meets at least annually to review CVRPC's Personnel Policy Manual and recommend changes as needed. The Committee consists of three members of the Commission's Executive Committee. The chair of this committee is elected by the committee.

Key Duties

1. Develops, administers, reviews, and recommends changes to CVRPC's personnel policies.

Clean Water Advisory Committee

XXX. The Committee meets as needed to ... The chair of this committee is elected by the committee.

Key Duties

- 1.

Regional Energy Committee

The Regional Energy Committee evolved out of state funding to translate goals of the Vermont Comprehensive Energy Plan to a regional perspective. Representatives include: . The chair of this committee is elected by the committee.

Key Duties

- 1.

Staff

CVRPC has eight professional staff, and may employ temporary staff with the approval of the Executive Committee. All Commission staff work to integrate CVRPC programs, including transportation, land use, emergency preparedness, natural resources, municipal planning, community development, and energy planning. Staff positions have job descriptions, and each member of the planning staff has one or more major areas of focus. Current CVRPC staff include:

Executive Director, Bonnie Waninger

The Executive Director translates Board policy into programs, plans, and actions for staff, Commissioners, and committees and ensures that the CVRPC is responsive to its member municipalities and other stakeholders. The Director is responsible for overall management of all programs and staff, and for development and oversight of the organizational budget and for long-range organizational planning. The Director is directly accountable to, and meets on a regular basis with, the Executive Committee and reports to, plans, and coordinates regular and special meetings of the full Commission.

The Director is responsible for preparing, or working with staff to prepare applications and work programs required by funding agencies and for preparation of special grant applications to support the CVRPC's work. The Director ensures that all required reporting to funding agencies is complete and correct, and provides regular reports to the Commission on the status of projects, personnel and fiscal matters. The Director most often works with municipal leadership and State and Federal agency leadership from department/division heads to Agency Secretaries. The Director is CVRPC's representative on statewide organizations and to the Legislature.

Program Manager, Dan Currier

Program Managers are planning staff with responsibilities to manage one or more of the Commission's program areas. They usually have supervisory roles for one or more staff positions. Dan Currier's major area of work is transportation. He manages the Regional Transportation Planning Program and supervises other Commission staff and private

consultants in transportation work. This includes working with the Transportation Advisory Committee and staff at VTrans to provide information on funding opportunities; identify transportation system needs and project priorities; and related activities.

He also develops, updates, and integrates the Transportation Chapter of the Regional Plan; conducts and oversees special transportation planning studies; works with municipalities, regional partners, and VTrans to identify and develop projects that increase the resiliency and diversity of the transportation system; provides technical assistance to municipalities and oversees transportation field work; reviews the transportation impacts of new land development proposals; works with organizations and volunteer committees that oversee the region's scenic byways and trails; works with municipalities, regional and state partners, and local organizations to integrate concepts, such as Complete Streets and Healthy Communities, into transportation initiatives; provides management support for local transportation facility project development; and completes other transportation project development as needed. He supervises the Planner (GIS & Transportation).

Senior Planner, Eric Vorwald

Senior Planners manage major projects and core programs of the Commission and conduct policy analysis, regional studies, and similar work as necessary. Senior Planners perform advanced professional work related to all regional program areas; manage complex planning studies; review development proposals; develop project budgets; administer bidding processes, manage consultants, and verify contract expenditures and compliance. They provide professional planning assistance to member communities and manage projects on behalf of municipalities on varied projects; develop plans, studies and analyses on varied subjects; and, as skills permit, supervise more junior planners within the organization as determined by the Executive Director. Senior Planners most often works with municipal boards on intermunicipal projects and State and Federal agency program staff, and may work with municipal leadership and State and Federal agency department/division heads.

Eric Vorwald's major area of work is land use. He assists municipalities with various planning activities and works to integrate land use planning with other municipal planning activities. Land use planning activities commonly include drafting or updating land use plans, zoning and other ordinances, subdivision regulations, capital improvement plans, and other planning and growth management tools. He also facilitates comprehensive regional planning efforts necessitated by Vermont Statute as well as the various collaborative planning efforts CVRPC conducts in partnership with other regional, state, and federal agencies. The Regional Planner most often works with municipal staff and volunteer Commissioners and State and Federal agency program staff.

Senior Planner, VACANT

VACANT's major areas of work are GIS/IT and natural resource planning. VACANT operates, maintains, and manages the Commission's Regional GIS Service Center, provides mapping and spatial analysis services related to all regional program areas and municipal projects and programs. VACANT manages and works on independent projects related to river hazard mapping, forest analysis, energy facility siting studies, and other subject areas. VACANT acts as primary contact to CVRPC's IT consultant and manages the CVRPC's IT equipment. VACANT directs the Planner's work and workload as it relates to GIS activities.

VACANT also (NR planning focus)

VACANT most often works with municipal staff and volunteer Commissioners and State and Federal agency program staff.

Planner, Ashley Andrews

Planners ...

Ashley Andrews has dual major areas of work in GIS and transportation. She operates and maintains the Commission's Regional GIS Service Center under the supervision of a Senior Planner. She provides mapping services related to all regional program areas and municipal projects and programs. She completes project work related to municipal plan and zoning updates, parcel mapping, ??? She provides back-up support for CVRPC's IT needs.

She also completes transportation-related field work (traffic counts, turning movement studies, inventories, etc.), responds to transportation-related technical assistance needs of municipal staff and boards, and organizes and supports the region's Road Foreman Roundtable. She most often works with municipal staff and volunteer boards.

Planner, Laura Ranker

Laura Ranker's major area of work is emergency management. She supports the Commission's emergency preparedness and management program by staffing the Local Emergency Planning Committee, assisting with project development and grant applications related to emergency preparedness and hazard mitigation efforts, supporting the planning efforts of local emergency service providers, and coordinating preparedness and training opportunities with local, regional, state, and federal partners. She is the primary staff member for hazard mitigation planning.

She is also the Commission's primary staff person for Community Development Block Grant support to municipalities. She assists municipalities to write applications, and to manage and administer them.

Planner/Senior Planner, VACANT

VACANT's major areas of work are land use and natural resource planning. VACANT assists municipalities with various planning activities and works to integrate land use planning with other municipal planning activities. VACANT drafts and updates land use plans, zoning and other ordinances, subdivision regulations, capital improvement plans, and other planning and growth management tools. VACANT facilitates various collaborative planning efforts CVRPC conducts in partnership with other regional, state, and federal agencies.

VACANT also (NR planning focus)

VACANT most often works with municipal staff and volunteer Commissioners and State and Federal agency program staff.

Assistant Planner, Gail Aloisio

Assistant Planners work with other planning staff to implement projects and programs of the Commission. Assistant Planners gather and maintain demographic data and other related statistics; participate in the research, analysis, and interpretation of social, economic, population and land use data and trends; compile information and make recommendations on special studies; prepare technical reports; prepare staff reports and graphic displays; research and draft documents

for review; assist with grant writing; and may complete GIS mapping and printed resource materials, under the direction of other staff. Assistant Planners may, or may not, have a major area of work.

Gail Aloisio's major areas of work are brownfields and emergency management. She coordinates CVRPC's brownfields program...

She also assisting with grant applications related to emergency preparedness and hazard mitigation efforts and works with municipalities to draft local hazard mitigation plans.

She most often works with municipal staff and volunteers and staff at other regional organizations.

Assistant Planner, Marian Wolz

Marian Wolz works with other planning staff to implement projects and programs of the Commission. She gathers and maintains demographic data and other related statistics; participates in the research, analysis, and interpretation of social, economic, population and land use data and trends; compiles information and make recommendations on special studies; prepares technical reports; prepares staff reports and graphic displays; researches and drafts documents for review; assists with grant writing; and completes GIS mapping and printed resource materials, under the direction of other staff. The Assistant Planner most often works with other CVRPC staff, and may work with municipal staff and volunteer Commissioners.

Finance and Office Manager, Bonnie MacBrien

Bonnie MacBrien is responsible for full charge bookkeeping and other financial tasks, such as Accounts Payable and Receivable, payroll and its associated functions, tax reporting, deposit preparation, account reconciliation, maintaining the petty cash account, grant reporting, audit and indirect cost proposal preparation, draft budget preparation, cash-flow projections, and end of year reports.

She is also responsible for assisting with the smooth operation of the Commission's office, including review of office operating procedures and policies, coordination of all contract billing and reporting, research and coordination of employee benefit packages, ordering/purchasing, mailings/communications, overseeing the operation and maintenance of office equipment, tracking vacation and compensatory time, maintaining office insurance and worker's compensation records, and other activities as assigned by the Executive Director. She most often works with CVRPC staff and interacts with municipal staff and State and Federal agency administrative staff.

Roles and Responsibilities of Commissioners

The Role of the Citizen Planner

As a Citizen Planner you can look forward to a rich and challenging experience! To help you better understand your role, please read the Commissioner Job Description and Expanded Duties in Appendix D. Your role is important and the public trust is invested in you.

Being an effective Commissioner requires you to get involved in your community, be informed, communicate with your Selectboard or Trustees, and use common sense, fairness, and objectivity in all of the decisions that come before you. It is your responsibility to balance the public good with private rights and interests. Most of all, this Board makes decisions that impact an entire region, so it is important to be able to “think regionally” even though you are representing a local municipality or organization.

To understand what “regional planning” is, it helps first to understand that a “region” is a set of places that share common features or characteristics so that they relate to each other in one or more significant ways. These relationships may be defined by a specific geography (i.e. Washington County), a common natural resource (such as a watershed), a feature of the built-environment (such as a highway corridor), or a non-physical social, economic, or political feature (such as a housing market area).

Each place in a region is interrelated with the other places in the region. Consequently, it is challenging for any one place to successfully address a regional concern without considering what is happening in the region’s other places. By understanding what is happening in the entire region and coordinating local actions, a region’s places can address opportunities and problems more effectively and efficiently.

Commissioner Roles

1. Policy Setting
 2. Legal Concerns
 3. Stewardship
 4. Advocacy
-
1. Define and oversee the vision and mission of the organization and keep it relevant to the needs of the region and its individual local governments and communities through policy development; .
 2. Approve programs and services and monitor their effectiveness and usefulness.
 3. Provide strategic guidance to the organization and the Executive Director.

4. Ensure financial solvency, integrity, and soundness.

Commissioner Responsibilities

1. Setting the organization's mission
2. Executive Director
3. Organizational planning
4. Resources
5. Program/Services direction
6. Self-evaluation

Commissioner Expectations

Accepting the role of a Regional Commissioner includes accepting the commitments associated with the job.

- ❖ Carry out the responsibility of being a liaison to, with, and for the municipality your represent;
- ❖ Know the organization's vision, mission, goals, products, and services;
- ❖ Do your homework before all meetings; and
- ❖ Focus on solving problems and achieving positive results for the region.

Here are some tips to help you in this role:

- ❖ (MUNICIPAL LIAISON OPPORTUNITIES)
- ❖ Recognize and avoid, or make public, any conflict of interest your position may place you in as defined in Article IV(D) of the CVRPC Bylaws;
- ❖ Don't pursue special privileges;
- ❖ Maintain confidentiality;
- ❖ Let your behavior contribute to the smooth operation of the Board. Since so much of your time is spent in meetings, you can help them run efficiently by preparing ahead and following the rules and agreements;
- ❖ Ask questions to gain a fuller understanding of the topics at hand;
- ❖ Communicate regularly with your local legislative body and/or constituents; and
- ❖ Become familiar with the laws that cover public open meetings and hearings.

During your term, you will become conversant in planning lingo: new terms, acronyms, and legal citations such as Act 250, SRI, ACCD will be rolling off your tongue. There will be a virtual

alphabet soup of just the acronyms. Never be afraid to ask for explanations of terms you don't understand.

You will form new relationships with other boards and commissions; you will learn to write legally binding policies; and you will have the opportunity to influence decision making that may stand for decades.

There will be times when your decisions, in whole or in part, may not be popular. Some of these may be challenged in court or written up in the local paper. You'll be thought of as a villain by some and a hero by others and the tides can change easily.

There will be times when the learning curve is steep. Take advantage of training sessions offered at Commission meetings, by CVRPC, or by the state in order to learn about general planning issues and technical topics which will be the underpinning of your decision making process.

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Planning Basics

Planning can address just about any issue of local or regional concern. In Vermont, planning is performed collaboratively by the State, RPCs, and municipalities. Laws define how this collaboration is to work, specifying different responsibilities for each level of government. This means that the regional planning undertaken by each RPC is intended to be different from the planning undertaken by municipalities and the State.

The regional planning commission is the primary body responsible for planning for the region, with the culmination of that planning documented in the regional plan. The regional planning commission or other groups may also prepare plans on specific topics, for instance, the Lamoille Economic Development Corporation may develop a plan for economic development or the Lamoille Solid Waste District may develop a plan for solid waste.

Planning can be divided into three steps:

1. **Planning** where the visions and goals of the community or region are discussed and established and a means of achieving the goals are determined. Typically, this is done in conjunction with the adoption or amendment of a plan but doesn't need to be. The development of a specific plan such as a watershed plan or economic strategy plan would follow the same process. 85% of CVRPC's work is planning.
2. **Project development** where the vision or ideas of a planning effort are further developed to insure they fit with on-the-ground conditions. Project development may include focused studies or plans that further refine a concept.
3. **Implementation** where the goals from the planning and project development stages are brought to reality through projects or regulations. The development of projects and regulations is principally undertaken by local and state government in Vermont. CVRPC may assist with project implementation, managing a local or regional project or being the applicant for and managing an intermunicipal project.

Regional Planning

Planning for an entire region is especially challenging. While we all agree that the Central Vermont Region should be a "great place to live, work, and play," there are myriad visions of exactly what this means and which actions we should undertake to achieve this goal. CVRPC is statutorily designated as the County's official forum for developing public consensus on the future of The Central Vermont Region.

Regional planning performed by RPCs is at an intermediate level between the most local planning performed by municipalities and the most general planning performed by the State. As a consequence, the regional planning responsibilities of RPCs are intended primarily to

promote the coordination and collaboration of planning activities, both between each RPC's member municipalities and between those municipalities and the State.

The Legislature calls upon each RPC to fulfill eighteen duties (Appendix G). The majority of an RPC's work will be dedicated to the six of the duties:

1. Promote the mutual cooperation of the RPC's member municipalities and cooperate with neighboring states, regions, counties, and municipalities;
2. Assist and advise municipalities in the preparation of plans, studies, and bylaws regarding the appropriate development and use of the region's physical and human resources;
3. Prepare a regional plan at least every eight years;
4. Review proposed State capital expenditures for compatibility with the RPC's regional plan and assist municipalities in assessing compatibility with municipal plans;
5. Appear before District Environmental Commissions to aid in Act 250 reviews of proposed developments and appear before the Public Service Board to aid in Section 248 reviews of proposed utilities and telecommunications facilities; and
6. Confirm municipal planning programs and approve municipal plans.

To fulfill these responsibilities, the Legislature empowered each RPC to exercise certain powers (Appendix G) including but not limited to:

1. Prepare studies, plans, and recommendations on a broad set of issues;
2. Retain staff and consultant assistance, enter upon land with the prior approval of the owner to make examinations and surveys, hold public hearings, and require municipalities and the State to provide information;
3. Carry out, with the cooperation of member municipalities, programs for the appropriate development and use of the region's physical and human resources; and
4. Perform other acts or functions that the RPC deems to be necessary or appropriate.

The Central Vermont Regional Planning Commission carries out programs in local and regional planning, public safety, transportation infrastructure, natural resources and water quality, brownfield redevelopment, and energy to impact these outcomes:

- ❖ Municipal permitting is predictable and effective.
- ❖ Vermont is prepared for a local, regional, or statewide disaster.
- ❖ Transportation systems are planned effectively with local, regional, and state consideration of economic, environmental, and community impact.

- ❖ Brownfield sites are assessed and cleaned up, creating and preserving jobs and housing.
- ❖ Regions and the state have access to sufficient energy resources and plans for new generation, efficiency, and conservation to support community and economic development.
- ❖ Infrastructure is planned and coordinated to meet the needs of the local economy.
- ❖ Community and economic development are coordinated within and across regions to maximize public resources and ensure strong vibrant communities.
- ❖ Vermont's land use laws are implemented.
- ❖ Vermont's working landscape is used effectively for community and economic benefit.
- ❖ Water quality is improved, and environmentally sensitive areas are protected.

Municipal Planning

Central Vermont Region has a diverse mix of municipalities, with populations ranging from XXX to over XXX. Some municipalities have professional planning staff and others do not. For all communities, CVRPC provides technical assistance. Technical assistance comes in the form of requests by municipalities for services, by hiring CVRPC as a consultant, through responsibilities delegated to RPCs by the Legislature or through services requested by state agencies.

Community development assistance CVRPC provides includes:

- ❖ **Municipal plan and bylaw updates and related technical assistance:** CVRPC acts as a cost effective professional planning staff for many municipalities. Current plans and bylaws are essential in smooth state and local permitting. CVRPC works with communities to adopt or update bylaws, including flood hazard regulations, form-based code, zoning, and subdivisions.
- ❖ **Geographic information services (GIS), including mapping:** In addition to enhancing our own work, CVRPC provides its municipalities, state agencies, and regional groups with mapping and data analysis in support of their projects.
- ❖ **Transportation planning:** CVRPC coordinates the Transportation Planning Initiative (TPI) in the Central Vermont Region for the Vermont Agency of Transportation. The TPI is designed to meet federal requirements to ensure local involvement in transportation decision making, and provides local and regional services such as intersection studies, corridor plans, and traffic counts. CVRPC also completes transportation inventories and assists municipalities to build transportation capital budgets as requested by municipalities.
- ❖ **Watershed planning and related project development:** CVRPC works with the Agency of Natural Resources to complete river assessments, which result in better and safer growth management decisions, help municipalities identify areas prone to

erosion and damage from floods, assist communities with erosion and stormwater management, and ensure river corridor projects are designed to be their most effective.

- ❖ **Working landscape planning and related project development:** CVRPC works with municipalities, other regional organizations, and state agencies to complete forest, soil, and other assessments and projects aimed at using and maintaining Central Vermont's working landscape.
- ❖ **Grants:** CVRPC assists local and regional groups and state agencies with identifying appropriate grant sources, defining a project scope, and writing grant applications. Staff have experience in all types of grants from CDBG applications to federal disaster mitigation grants and private foundations. CVRPC matches many federal sources from the Environmental Protection Agency, Federal Highway Administration, Department of Homeland Security, Housing and Urban Development, Federal Emergency Management Agency, and the Federal Transit Administration. These funds benefit our communities and businesses.
- ❖ **Emergency response planning:** CVRPC works with VT Division of Emergency Management and Homeland Security, local emergency service responders, and municipalities to coordinate local and regional emergency response and hazard mitigation planning. CVRPC works with the LEPC to complete exercises and training to better prepare our state for disasters.
- ❖ **Brownfields:** CVRPC has sought and been awarded over \$800,000 for this community development initiative. Environmental site assessments allow properties to be sold, developed, or re-developed in ways that benefit the local and state economy, create or protect jobs, and increase housing opportunities.
- ❖ **Regional Plans:** CVRPC coordinates planning at the regional level through the development, adoption, and administration of a comprehensive regional plan and related studies. The Regional Plan guides investment decisions of the public and private sectors.
- ❖ **Special Projects:** CVRPC also works on special projects such as downtown revitalization, recreation paths, farmland preservation, economic development, energy, capital planning, and affordable housing projects.

Responsibilities of Governmental Agencies

XXX

The Importance of Public Engagement

Community planning and regional planning enable people with different outlooks and awareness to learn about important and sometimes controversial matters, to agree on common objectives, and to collaborate on undertaking coordinated agendas of actions. Planning by public bodies strives to engage people not only because our laws and democratic traditions require it, but also because public engagement makes planning better. Planning that engages affected people, communities, and organizations promotes:

- ❖ Greater understanding of key facts,
- ❖ Deeper and more widespread appreciation of divergent views,
- ❖ Increased consensus on important goals and objectives, and
- ❖ Improved collaboration in undertaking complicated sequences of interrelated actions.

Public engagement entails more than hosting public hearings/meetings. Engagement includes listening to, developing an understanding of, and interacting with people who are not commonly considered “stakeholders”.. Effective public engagement invites average citizens to get involved in deliberation, dialogue and action on public issues that they care about. And, it helps leaders and decision makers better understand the perspectives, opinions, and concerns of citizens and stakeholders. When done well, public engagement goes far beyond the “usual suspects” to include those members of the community whose voices have traditionally been left out of political and policy debates.

Accountability and Transparency

XXX

Appendix A: Bylaws

Printed version of this Handbook includes current bylaws. The web version provides them as a separate document.

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Appendix B: : Commissioner Job Description & Duties

Commissioner Job Description

Roles and Responsibilities

1. Define and oversee the vision and mission of the organization and keep it relevant to the needs of the region and its individual local governments and communities;
2. Approve programs and services and monitor their effectiveness and usefulness;
3. Provide strategic guidance to the organization and the Executive Director; and
4. Ensure financial solvency, integrity, and soundness.

Keep Your Commitments

1. Know the organization's vision, mission, goals, products, and services;
2. Do your homework before all meetings; and
3. Focus on solving problems and achieving positive results for the region.

Commitments

1. Attend each meeting of the board
2. Participate in the board's retreats
3. Participate in statewide and regional activities of the organization
4. Serve on at least one committee
5. Hold the organization to a high, ethical standard and monitor its performance regularly
6. Prepare for all meetings thoroughly by reading the meeting packet
7. Listen carefully and considerately to others and maintain an open mind
8. Promote decisions and solutions that are in the best interest of the region and the organization

9. Respect the confidentiality of the board's business
10. 10.Be familiar with the open meeting laws
11. 11.Avoid conflicts of interest

Commissioner Expanded Duties

Establish Policy

1. Focus on the needs of your region and constituents
2. Focus on the common good of the region, not just your individual community or organization
3. Set policies that guide the regional board to run effectively , legally, and ethically
4. Recognize policy decisions as those that effect the region as a whole
5. Establish policy and governance frameworks needed to allow management and staff to implement the vision and priorities of the board

Establish a Partnership with the Executive Director

1. Set guidelines for authority, responsibility, and accountability of the Executive Director
2. Provide support as necessary for management to succeed in advancing board goals and policies
3. Do NOT micromanage the day-to-day operations of the organization
4. Understand that the board is not the same as a local government

Nurture a Vision

1. Establish a shared vision, sense of mission, and common goals at the board level
2. Be able to articulate it to others
3. Take the long-term view with incremental performance measures to evaluate progress
4. Provide direction through regular strategic planning to establish long-terms goals and objectives

Communicate Effectively

1. Conduct regular outreach and feedback sessions with the public
2. Don't limit your input and feedback to only Commissioners
3. Convey the issues and decisions facing the region back to your local legislative body or organization, seek input, and relay their comments and perspectives back to the board
4. Provide constructive and timely feedback
5. Respect the diversity of thoughts and opinions
6. Speak for the board only when authorized to do so

Maintain the Financial Integrity of the Organization

1. Develop a financial vocabulary
2. Have a firm understanding of the financial condition of the organization including its financial position, obligations, operations, budget, and expenditures
3. Conduct an annual financial audit using a reliable outside firm
4. Monitor financial outcomes and performance

Participate Responsibly

1. Commit the time necessary to serve on the board
2. Understand your role as a leader of this organization
3. Keep local politics in perspective relative to regional needs and priorities
4. Review meeting agendas and materials prior to attending any meeting
5. Ask informed, thoughtful questions
6. Work at the board level, not at the staff level
7. Follow the conflict of interest policy
8. Be open to participating on committees and serve on at least one
9. Support member retention and recruitment efforts

10. Maintain confidentiality
11. Develop trust
12. Think regionally even when you act locally
13. Evaluate performance at all levels including your own
14. Be a goodwill ambassador for the organization at the local, regional, and state levels

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Appendix C: Commissioner Contact Information

Central Vermont Regional Planning Commission Board of Commissioners

Municipality	Name	Telephone	Email
Barre City			
Barre Town			
Berlin			
Cabot			
Calais			
Duxbury			
East Montpelier			
Fayston			
Marshfield			
Middlesex			
Montpelier			
Moretown			
Northfield			
Orange			
Plainfield			
Roxbury			
Waitsfield			
Warren			
Washington			
Waterbury			
Williamstown			
Woodbury			
Worcester			

Appendix D: Commission Policies and Procedures

The Commission has adopted policies and procedures to guide its operations. Many of these are available on the Commission's website, including:

- ❖ Most recent work program and budget
- ❖ GIS Cost of Services Policy
- ❖ Procurement Policy
- ❖ Personnel Policy Manual
- ❖ Etc.

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Appendix E: Committee Membership

Executive

Byron Atwood (Chair)
Julie Potter (Vice Chair)
David Strong (Treasurer)
Tina Ruth (Secretary)
Don LaHaye
Laura Hil-Eubanks
Larry Hebert

Project Review

Town Plan Review

XXX

Regional Plan

Nominating

XXX

Transportation Advisory

Brownfields Advisory

Clean Water Advisory

Regional Energy

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Appendix F: Staff Contact Information

Central Vermont Regional Planning Commission

Address: 29 Main Street, Suite 4, Montpelier, VT 05602

Phone Number: (802) 229-0389

Fax Number: (802)

General email: cvrpc@cvrpcvt.com

Website: www.centralvtplanning.org

Position	Name	Extension	Email
Executive Director	Bonnie Waninger		waninger@cvregion.com
Finance & Office Manager	Bonnie MacBrien		macbrien@cvregion.com
Program Manager	Dan Currier		currier@cvregion.com
Senior Planner	Eric Vorwald		vorwald@cvregion.com
Senior Planner	VACANT (GIS)		
Senior Planner/Planner	VACANT (LU/NR)		
Planner	Ashley Andrews		andrews@cvregion.com
Planner	Laura Ranker		ranker@cvregion.com
Assistant Planner	Gail Aloisio		aloisio@cvregion.com
Assistant Planner	Marian Wolz		wolz@cvregion.com

Appendix G: Statutes

The legal basis and powers for Central Vermont Regional Planning Commission as the region's regional planning commission stem from Vermont laws as stipulated in the Vermont Planning and Development Act (24 V.S.A. § 4301 et seq., as amended, 24 V.S.A. § 4345 et seq.).

The Vermont Statutes Online is an unofficial copy of the Vermont Statutes Annotated. Available at <http://www.leg.state.vt.us/statutes/sections.cfm?Title=24&Chapter=117> for convenience, it has NOT been edited for publication, and is not in any way official or authoritative. It does, however, provide a quick reference to aspects of statute relating to:

Title 24: Municipal and County Government

Chapter 117: MUNICIPAL AND REGIONAL PLANNING AND DEVELOPMENT

Sub-Chapter 3: Regional Planning Commissions

(LIST OF SUBSECTIONS AND NAMES)

Printed version of this Handbook includes §4345, §4345a, and §4347 in their entirety.

Appendix H: Resources

There are a number of resources available to you to help get acquainted with CVRPC. Veteran Commissioners are an invaluable resource for new recruits. Talk with your predecessor, other Commissioners, and members of CVRPC. Staff can help you connect with other Commissioners who share similar interests and concerns, as well as provide administrative and technical support to the organization in order to fulfill the mission and vision. Get to know staff and other Commissioners and partner with them as you fulfill your duties on the board. Carpooling to meetings with other Commissioners, speaking with locally elected officials, and joining Committees give additional opportunities for preparation and review. Contact information for staff and Commissioners are listed in Appendices E and F. Reading through the Regional Plan, as well as local municipal plans, will help familiarize you with the goals and policies of each community as well as the direction CVRPC sets for the region. Copies of the plan are found on our website, www.centralvtplanning.org, or are available upon request. Staying tuned in to current events in your community, neighboring communities, and across the state will help prepare you to better understand the context in which local and regional planning occurs.

Abbreviations & Acronyms

Acronym	Explanation
604b	A grant program established under Section 604b of the federal Clean Water Act
AAP	Accepted Agricultural Practices
ACCD	Agency of Commerce and Community Development
ACRPC	Addison County Regional Planning Commission
AHS	Agency of Human Services
AMP	Accepted Management Practices (for silviculture)
ANR	Agency of Natural Resources (sometimes referred to as VANR or VT ANR)
AOT	Agency of Transportation (also referred to as VTrans)
APA	American Planning Association
BBL	Brown Bag Lunch
BCRC	Bennington County Regional Commission
BEOP	Basic Emergency Operations Plan
BMP	Best Management Practices
BOA	Board of Adjustment
CCMPO	Chittenden County Metropolitan Planning Organization
CCRPC	Chittenden County Regional Planning Commission
CDBG	Community Development Block Grant
CERT	Community Emergency Response Team
COOP	Continuity of Operations Plan
CVCC	Central Vermont Chamber of Commerce
CVEDC	Central Vermont Economic Development Corporation
CVRPC	Central Vermont Regional Planning Commission
CVSWMD	Central Vermont Solid Waste Management District
CWI	Clean Water Initiative
DAD	Department of Aging and Disabilities
DCA	Department of Community Affairs
DDMHS	Vermont Department of Developmental and Mental Health Services
DEC	Department of Environmental Conservation
DEMHS	Department of Emergency Management & Homeland Security
DFPR	Department of Forests, Parks and Recreation (also referred to as FP&R)
DFW	Department of Fish and Wildlife (also referred to as F&W)
DOH	Vermont Department of Health
DOJ	Department of Justice
DOL	Department of Labor
DPS	Vermont Department of Public Safety
DRB	Development Review Board
EC	Executive Committee
EDA	Economic Development Administration (US)
EM	Emergency Management (sometimes referred to under its old name: VEM)
EMC	Emergency Management Coordinator

Acronym	Explanation
EMD	Emergency Management Director
EMO	Emergency Management Organization
EMPG	Emergency Management Performance Grant
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
F&W	Department of Fish and Wildlife (also referred to as DFW)
FEMA	Federal Emergency Management Agency
FP&R	Department of Forests, Parks and Recreation (also referred to as DFPR)
FTE	Full Time Equivalent
GIS	Geographic Information Systems
GMT	Green Mountain Transit
GPD	Gallons Per Day
HCA	Vermont Health Care Authority
HMEP	Hazard Mitigation Emergency Planning
HMGP	Hazard Mitigation Grant Program
HSU	Homeland Security Unit
HUD	Housing and Urban Development
INS	Immigration and Naturalization Services
IPP	Independent Power Producer
KSA	Knapp State Airport
Kw	Kilowatt
LCBP	Lake Champlain Basin Program
LCPC	Lamoille County Planning Commission
LEC	Local Exchange Carrier
LEOP	Local Emergency Operations Plan
LEPC	Local Emergency Planning Committee
LESA	Land Evaluation and Site Assessment
LPG	Liquid Petroleum Gas
LVRR	Lamoille Valley Railroad
LVRT	Lamoille Valley Rail Trail
MGD	Million Gallons per Day
MOMS	Municipal Officers Management Seminar
MPG	Municipal Planning Grant
MRRA	Mad River Resource Alliance
MRV	Mad River Valley
MRVPD	Mad River Valley Planning District
Mw	Megawatts
NADO	National Association of Development Organizations
NEARC	New England Association of Regional Commissions
NFLC	Northern Forest Land Council
NFLS	Northern Forest Land Study
NRCS	Natural Resource Conservation Service
NRPC	Northwest Regional Planning Commission

Acronym	Explanation
NVDA	Northeastern Vermont Development Association
NWI	National Wetlands Inventory
PC	Planning Commission
PCS	Personal Communications Services
PDM	Pre-Disaster Mitigation
PL	Public Law
Ppm	parts per million (equal to milligrams/liter)
PPR	Plan & Project Review Committee
PSB	Vermont Public Service Board
PSD	Vermont Public Service Department
PSD	Public Safety District
RAP	Required Agricultural Practices
RCT	Rural Community Transportation
RDC	Regional Development Corporation
RMO	Regional Marketing Organization
RPC	Regional Planning Commission
RRPC	Rutland Regional Planning Commission
RSMS	Road Surface Management Systems
RTP	Long-Range Regional Transportation Plan (also known as LRTP)
SB	Selectboard
SEP	Supplemental Environmental Program
SERC	State Emergency Response Committee
SHMO	State Hazard Mitigation Officer (acronym pronounced "SHH-MOE")
SHPO	State Historic Preservation Officer (acronym pronounced "SHIP-POE")
SPA	Source Protection Areas
SWCRPC	Southern Windsor County Regional Planning Commission
TAC	Transportation Advisory Committee
TIP	Transportation Improvement Program
TMDL	Total Maximum Daily Load
TOEC	Town Officers Education Conference
TPI	Transportation Planning Initiative
TRORC	Two Rivers-Ottawaquechee Regional Commission
USDA	United States Department of Agriculture
USFS	United States Forest Service
VAL	Vermont Adult Learning
VANR	Vermont Agency of Natural Resources (also referred to as ANR)
VAOT	Vermont Agency of Transportation (also referred to as VTrans)
VAPDA	Vermont Association of Planning and Development Agencies
VCDP	Vermont Community Development Program
VCEP	Vermont Comprehensive Energy Plan
VCGI	Vermont Center for Geographic Information
VCIC	Vermont Criminal Information Center
VCIL	Vermont Center for Independent Living

Acronym	Explanation
VCRD	Vermont Council on Rural Development
VDPS	Vermont Department of Public Safety
VEDA	Vermont Economic Development Authority
VEM	Vermont Emergency Management (now known as DEMHS)
VEPC	Vermont Economic Progress Council
VHCB	Vermont Housing and Conservation Board
VLCT	Vermont League of Cities and Towns
VMT	Vehicle Miles Traveled
VPA	Vermont Planners Association
VPSP	Vermont Public Service Department
VSA	Vermont Statutes Annotated
VTP	Vermont Telecommunications Plan
VTrans	Vermont Agency of Transportation (also referred to as VAOT or AOT)
WBRD	Wrightsville Beach Recreation District
WHPA	Wellhead Protection Area
WHPP	Wellhead Protection Program
WMZ	Waste Management Zone
WNRCD	Winooski Natural Resource Conservation District
WRC	Windham Regional Commission
ZBA	Zoning Board of Adjustment

Good Governance

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Roberts Rules of Order

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The Role of the Chair

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Act 250 Primer

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Central Vermont Regional Planning Commission

BOARD OF COMMISSIONERS

January 10, 2017 at 7:00 pm

Central VT Chamber of Commerce

Paine Turnpike South, Berlin

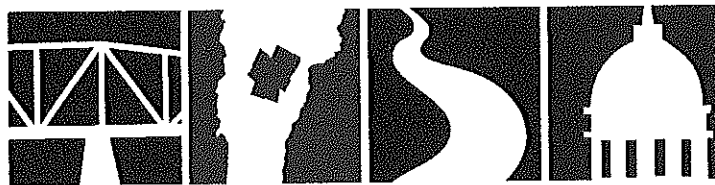
(Coming off the interstate at exit 7, turn left at the first light.

At the next crossroads, the Chamber is on your left. It is the light yellow building.)

AGENDA

<u>Page</u>	<u>Time</u>	<u>Description</u>
	7:00	Adjustments to the Agenda
		Public Comments
	7:05	Meeting Minutes – December 13, 2016 (enclosed)*
	7:10	Staff Reports (enclosed) and any updates
	7:15	Executive Director's Report (enclosed) and any updates
	7:20	Legislative Report, Bonnie Waninger
	7:25	Central VT Economic Development Corporation Report, Jamie Stewart, Executive Director
	7:30	CVRPC Projects and Activities
		- Local Hazard Mitigation Plans, <i>Laura Ranker</i>
		- Engaging Stakeholders, <i>Gail Aloisio</i>
		- Field Services, <i>Ashley Andrews</i>
	8:30	Adjournment

* denotes anticipated action item



Central Vermont Regional Planning Commission

MEMO

Date: December 28, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Agreements for Approval

I am requesting Executive Committee approval for signature of the following agreements:

GRANT AND SERVICE AGREEMENTS

VT Agency of Commerce and Community Development, FY17 Regional Performance Contract Amendment

Scope of Work: This amendment for annual regional planning services deletes the E-911 multi-unit housing mapping task and inserts a State Historic District mapping task (no cost change) and adds parcel mapping support for municipalities (\$2,091 increase).

Funding:

Agreement Amount: Original agreement was \$269,459 (100% state funds for original agreement; amendment adds \$2,091 in federal funds); total amount is \$271,550.

Match Amount: None

Performance Period: 07/01/16 – 06/30/17

CVRPC Staff: All staff will complete work under this agreement. All staff bill to this contract. Primary staff are: Bonnie Waninger, Eric Vorwald, Marian Wolz, Dan Currier, and Ashley Andrews.

VT Department of Public Service, FFY16 Emergency Management Performance Grant

Scope of Work: CVRPC will assistance communities with preparedness activities, including:

- facilitating Local Emergency Operations Plans,
- coordinating Emergency Management Director/Coordinator trainings,
- preparing grant applications related to community resiliency activities and projects,

- assisting the Local Emergency Planning Committee with SARA Tier II hazardous materials report compilation,
- developing river corridor protection language to incorporate new state requirements, and
- hosting a National Flood Insurance Program training for municipal staff.

CVRPC will also assist the State of Vermont with disaster response and recovery activities, including:

- training a staff member to be a Certified Floodplain Manager (CFM) so that CVRPC can provide CFM services to municipalities,
- training CVRPC to act as Local Liaisons and to staff the State Emergency Operations Center when activated by the State to complete these roles, and
- participate in monthly DPS/RPC emergency management staff calls, and in periodic trainings and conferences.

Funding:

Agreement Amount: \$53,262 (100% federal funds)

Match Amount: \$53,252

Match Source: Cash in-kind match using ACCD FY17 and FY18 Regional Planning Funds.

Performance Period: 10/01/16 – 09/30/17

CVRPC Staff: Primary staff are: Laura Ranker, Dan Currier, Eric Vorwald, Bonnie Waninger, and Ashley Andrews.

Northwest Regional Planning Commission, Act 174 Education and Technical Assistance

Scope of Work: CVRPC will:

- host at least two trainings on the Local and Regional Energy Standards Guidelines for municipal officials,
- provide municipal-specific maps and data to all 23 municipalities, and
- provide custom assistance to at least three municipalities for development of a local comprehensive energy plan.

Funding:

Agreement Amount: \$22,000 (100% state funds)

Match Amount: None

Performance Period: 10/26/16 – 08/31/17

CVRPC Staff: Primary staff are: Eric Vorwald, Marian Wolz, and Dan Currier.