



Central Vermont Regional Planning Commission

EXECUTIVE COMMITTEE MEETING

Monday, February 29, 2016

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

AGENDA - AMENDED

1. 4:00 Public Comment
2. 4:05 Adjustments to the Agenda
3. 4:07 February 1, 2016 meeting minutes* (attached)
4. 4:12 Financial Report (attached)
5. 4:15 Executive Director Report (attached)
6. 4:25 Authorize Chair to sign contracts (attached)*
 - a. *Town of East Montpelier, Village Master Plan* – Planning services to establish a new zoning designation with regulations, an updated district boundary, and a future vision for the village.
 - b. *Bennington County Regional Commission, Regional Energy Plan* – Develop a detailed energy component of the Regional Plan.
 - c. *Agency of Human Services, FY16 AmeriCorps*VISTA Member Service* – Carry out activities proposed in CVRPC's Volunteer Assignment Description (VAD), including outreach and engagement for *Plan Central Vermont*, complete a Housing + Transportation Affordability Analysis, provided staffing assistance to the Central Vermont Food System Council, and assist with writing at least three grants.
 - d. *Watershed Consulting Associates, Engineering Services* - Final design and construction oversight of the Northfield Village Green/Depot Square stormwater project.
7. 4:30 CVRPC Partnership Work with Bright Blue Media (attached)*
8. 4:35 Regional Plan – Progress plan, readoption, and energy component (attached)*
9. 4:45 March 8, 2016 CVRPC Meeting Agenda (attached)*
10. 5:00 Anticipated Executive Session
 - 1 V.S.A. §313(a)(1)(F) – Legal: Amicus Brief*
 - 1 V.S.A. §313(a)(3) – Personnel: Finance and Office Manager Hiring Update
11. 5:30 Adjourn

All times are estimates.

*Denotes anticipated action item

NEXT MEETING: Monday, April 4, 2016 at 4:00 p.m.



Central Vermont Regional Planning Commission

EXECUTIVE COMMITTEE MEETING

Monday, February 29, 2016

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

AGENDA

1. **4:00** Public Comment
2. **4:05** Adjustments to the Agenda
3. **4:10** February 1, 2016 meeting minutes* (attached)
4. **4:15** Financial Report (attached)
5. **4:20** Executive Director Report (attached)
6. **4:30** Authorize Chair to sign contracts (attached)*
 - a. *Town of East Montpelier, Village Master Plan* – Planning services to establish a new zoning designation with regulations, an updated district boundary, and a future vision for the village.
 - b. *Bennington County Regional Commission, Regional Energy Plan* – Develop a detailed energy component of the Regional Plan.
7. **4:35** Authorize CVRPC Partnership Work with Bright Blue Media (attached)*
8. **4:40** Regional Plan – Update, energy component, readoption, and progress plan (attached)*
9. **4:55** Amicus Brief (attached)*
10. **5:10** Draft FY16 Strategic Goals (attached)
11. **5:25** March 8, 2016 CVRPC Meeting Agenda (attached)*
12. **5:30** Adjourn

Future Executive Committee agenda items: CVRPC Committee structure and ex-officio members

*Denotes anticipated action item

NEXT MEETING: Monday, April 4, 2016 at 4:00 p.m.

Executive Committee
DRAFT Minutes
February 1, 2016

Present were: J. Potter, L. Hill-Eubanks, D. La Haye, D. Strong, B. Waninger, and L. Emery.

The meeting was called to order at 4:05 p.m.

There was no one from the public present.

The agenda was adjusted to add public records request and remove # 7: Commission meeting schedule and proposed agendas and to remove # 8 (Draft FY 16 strategic goals) if needed for time, and move # 10, Commission agenda, to after # 6.

Public Record Request: The public record request includes three items: dates and hours when the Executive Director worked from April 1 to July 1, 2015, records regarding compensation, and whether she was on medical leave during that period. The records that might be needed have been identified by staff who are pulling together the timesheets and pay stubs. "Any and all" records, as stated in the request could include minutes, emails, and products produced. B. Atwood recommends that we hire an attorney to see if the scope can be narrowed ~~to just emails, for instance,~~^{to} on specific topics. Our time sheets show what we track and the pertinent detail and it's possible these may answer the record request. They document the work that was done for CVRPC during the period. Our attorney could request further clarification, asking if time sheets and pay stubs would meet the request or if more information is needed. The request says 30 days to respond; the law says reply as soon as possible. An attorney could ask what is meant by "any and all" public records for the items requested. It was suggested that Paul Gillies be hired to assist and advise to clarify the public record request in order to help establish the scope of the request and advise on how to proceed. It was moved and seconded to engage Paul Gillies on how to proceed, what is in the best interest of CVRPC, and for the attorney to be the contact with the requestor's attorney and with our Chair or Vice-Chair. The motion was unanimously approved.

Executive Committee Minutes: The minutes of the January 4, 2016 meeting were approved as amended to say in the second to last sentence under the Executive Director's report that "Some expressed the opinion that it doesn't seem" necessary or warranted to add another layer; this relates to the discussion on the provision of regional services and the council of governments legislation.

Financial Report: The report was reviewed noting that revenue and expenditures are on track.

Executive Director's Report: The council of governments (COG) legislation is moving forward in the Legislature. Interviews for the Financial/Office Manager position begin tomorrow. Staff is talking about needing a part time planner as a temporary employee as needed for grant work. All thought this was appropriate provided it is a temporary employee position.

Emergency Management Planning Grant: This grant with the Division of Emergency Management Homeland Security (DEMHS) was reviewed last fall when a "notice to proceed" was given by the Division and the Executive Committee authorized its signing. The contract is now ready for signing. The work is emergency management planning and training and technical assistance. The funds are for the Emergency Management Planner position and some hours of other staff members. The contract is for \$36,000. It was moved, seconded, and unanimously voted to authorize the Vice-Chair to sign the contract with DEMHS for the emergency management planning work.

Commission Meeting Agenda: The agenda for the February 9, 2016 meeting looks good. It was moved, seconded, and voted to approve the agenda. At the March Commission meeting, there will be discussion on what the current statutes allow towns to do now versus what would be allowed as a council of government. This will be a follow up to the February brief discussion on H. 249.

Draft FY 16 Strategic Goals: This is not an action item today, but a brief review. The goals are five year goals with strategies for implementation and measures to assess success. We will discuss these in greater depth at the February 29 meeting of the Executive Committee. We need to think about what are the right goals for CVRPC. Goals and strategies help to clarify the direction of the organization. Once the Executive Committee has reviewed the document and any revisions are made, they would then go to the Commissioners for their input. Please provide comments to B. Waninger before the 2/29 meeting of the Executive Committee.

Executive Director Goals, Role and Evaluation: The evaluation is a personnel issue and we need to determine if that warrants an executive session to discuss. It was moved, seconded, and unanimously agreed that the executive director evaluation is a personnel issue that warrants holding the discussion in executive session. It was moved, seconded, and unanimously approved to go into executive session at 5:00 p.m. for a personnel discussion.

L. Hill-Eubanks moved to exit Executive Session at 5:43 p.m., D. La Haye seconded. Motion carried.

D. La Haye moved that Bonnie Waninger has successfully completed the probationary period, D. Strong seconded. Motion carried.

D. La Haye moved to adjourn, D. Strong seconded. Motion carried.



TO: Executive Committee
FROM: Laurie Emery
DATE: February 24, 2016

RE: February 22, 2016 Financial Statement

Our fund balance/equity is \$163,289.12 with our year to date *net* income at \$61,410.06 against the budget projection of \$48,906.00.

We have \$117,875.61 in the bank; \$57,823.92 in accounts receivable and \$34,130.02 in payables (State withholding, health savings account withholding, accrued vacation at \$21,665, accrued expenses at \$8,583 and pension liability at \$1867.50).

We have received or invoiced for 58% of our budgeted income and have spent 54% of our budgeted expenditures and are through 63% of our fiscal year.

I'll repeat myself: we are healthy and very busy!

2:16 PM

02/23/16

Accrual Basis

Central Vermont Regional Planning Commission

Balance Sheet

As of February 22, 2016

	<u>Feb 22, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 - Checking	106,689.97
1055 - CD Chittenden	11,184.75
1070 - Peoples - CDBG Disaster Recover	0.89
Total Checking/Savings	117,875.61
Accounts Receivable	
1100 - Accounts Receivable	57,823.92
Total Accounts Receivable	57,823.92
Other Current Assets	
1120 - Prepaid Payroll	3,915.76
Total Other Current Assets	3,915.76
Total Current Assets	179,615.29
Other Assets	
1700 - Deposits	4,415.00
1960 - Other Prepaid Expense	13,388.85
Total Other Assets	17,803.85
TOTAL ASSETS	<u>197,419.14</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2110 - State withholding	1,061.49
2120 - HSA deductible withholding	952.70
2140 - Accrued Vacation	21,665.28
2160 - Accrued Expenses	8,583.05
2200 - Pension Liability	1,867.50
Total Other Current Liabilities	34,130.02
Total Current Liabilities	34,130.02
Total Liabilities	34,130.02
Equity	
3100 - Fund Balance	354,952.91
3900 - Retained Earnings	-237,724.26
Net Income	46,060.47
Total Equity	163,289.12
TOTAL LIABILITIES & EQUITY	<u>197,419.14</u>

12:11 PM

02/22/16

Accrual Basis

Central Vermont Regional Planning Commission

Profit & Loss Budget vs. Actual

July 1, 2015 through February 22, 2016

	CVRPC	
Jul 1, '15 - Feb 22, 16	Budget	\$ Over Budget
Income		
1145 · Prepaid REVENUE	0.00	0.00
4040 · US Treasury	0.00	0.00
4042 · Treasury Refund	0.00	0.00
4045 · CDBG Admin	0.00	750.00
4046 · EDA Resiliency	0.00	0.00
4050 · DCA Core	204,189.75	272,253.00
4051 · Chapter 117	0.00	0.00
4055 · Brownfields State Admn-DHCA	0.00	0.00
4060 · VDH Healthy Communities	0.00	0.00
4065 · Food Systems Council pass thru	0.00	0.00
4080 · Montpelier DRB	0.00	0.00
4085 · Mtplr Open Space Admn	0.00	0.00
4100 · Cross VT Trail	0.00	0.00
4110 · Cross VT Trail reimbursement	0.00	0.00
4112 · Trail Finder/Local Motion	0.00	0.00
4146 · MRVPD Admn	3,166.64	4,750.00
4150 · RC&D Admn	0.00	0.00
4185 · WBRD Admn	2,600.00	2,600.00
4190 · SWCRPC Forest	0.00	0.00
4192 · Urban Forest Grant	1,000.00	0.00
4195 · VERI TRORC	1,036.47	931.00
4200 · Town Dues	0.00	0.00
4201 · TownDues FY 16	70,540.80	71,537.00
4220 · ECO Northfield SW	18,570.00	0.00
4225 · ERP Northfld Village SW	8,140.00	0.00
4230 · RERP DPS	1,331.99	0.00
4235 · CDBG 16	3,000.00	0.00
4240 · DEMHSDPS MOU	501.06	0.00
4250 · Barre Town CDBG	0.00	0.00
4300 · Reparative Justice Grant	0.00	0.00
4350 · Central VT Food System	0.00	0.00
4400 · Brownfields Grant	3,494.42	80,000.00
4410 · Brownfields #2	0.00	0.00
4410Rut · EPA Brown Rutland RPC	0.00	0.00
4420 · Petroleum Grt, EPA	0.00	0.00
4425 · Brownfields Rev. State	0.00	0.00
4500 · DOE Energy grant	0.00	0.00
4510 · ACRPC Energy Sub	0.00	0.00
4520 · Energy - DOE - Two Rivers RPC	0.00	0.00
4550 · DPS EECBG energy	0.00	0.00
4560 · Efficiency Vermont	0.00	0.00
4600 · Miscellaneous Income	0.00	0.00
4640 · Broadband Contract	0.00	0.00
4650 · VEM	0.00	0.00
4655 · VEM-MMMS FHAR	0.00	0.00
4660 · LCPC/PDM now NWRPC	1,950.00	0.00
4665 · SWCRPC Debris Mgmt	0.00	0.00
4668 · NRPC PDM-C grant	260.00	0.00
4670 · HMGP MEGA	1,871.39	29,580.00
4671 · EMPG CVRPC	19,096.31	58,894.00
4672 · HMGP - Statewide	0.00	0.00
4675 · EMPG CCRPC	0.00	0.00
4678 · EMPG CCRPC 2013	0.00	0.00
4679 · EMPG CCRPC 2014	0.00	0.00
4680 · NFIP flood review	0.00	0.00
4682 · CDBG-DR-RPC	0.00	0.00
4685 · Green Infrastructure ccrpc rev	5,355.88	4,952.00
4700 · Interest Income	5.59	0.00
4720 · CVRegional Cooperative Admn	0.00	0.00
4725 · Plainfield CDBG	750.00	0.00
4730 · Forest Stewardship LCPC	3,874.44	1,000.00
4745 · Waterbury ERP FEH GIS	18,916.00	0.00

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Accrual Basis

Central Vermont Regional Planning Commission

Profit & Loss Budget vs. Actual

July 1, 2015 through February 22, 2016

	CVRPC		
	Jul 1, '15 - Feb 22, 16	Budget	\$ Over Budget
4749 · GIS 604B LCPC	0.00	0.00	0.00
4749.5 · GIS 604B ACRPC	2,000.00	4,000.00	-2,000.00
4750 · GIS Project	4,453.00	10,655.00	-6,202.00
4751 · GIS Federal Income	0.00	82,625.00	-82,625.00
4752 · GIS fluvial	0.00	0.00	0.00
4753 · GIS Critical Facilities	0.00	0.00	0.00
4754 · ANR/PDM fluvial	0.00	0.00	0.00
4755 · NW Growth Study	0.00	0.00	0.00
4756 · GIS FEH State/DEC	0.00	0.00	0.00
4757 · CCMPO growth study 2009	0.00	0.00	0.00
4758 · GIS LID/ARRA	0.00	0.00	0.00
4759 · Sketch Up	0.00	0.00	0.00
4800 · Safe Routes to School	0.00	0.00	0.00
4810 · Water Quality	0.00	17,000.00	-17,000.00
4907 · Lamoureux Dickinson TPI	0.00	0.00	0.00
4908 · GO Vermont, VTrans	0.00	0.00	0.00
4909 · Transportation	128,692.78	206,948.00	-78,255.22
4910 · VTrans traffic counts	0.00	0.00	0.00
4910.5 · Better Back Roads	0.00	16,000.00	-16,000.00
4911 · Flood Recovery, VTrans	0.00	0.00	0.00
4920 · VAPDA Chapter 117	0.00	0.00	0.00
4980 · Misc. Income	0.00	0.00	0.00
Total Income	504,796.52	864,475.00	-359,678.48
Cost of Goods Sold			
50000 · Cost of Goods Sold	0.00	0.00	0.00
Total COGS	0.00	0.00	0.00
Gross Profit	504,796.52	864,475.00	-359,678.48
Expense			
CDBG-	0.00	0.00	0.00
5000 · Personnel	243,946.16	412,174.00	-168,227.84
5009 · Trans Personnel	0.00	0.00	0.00
6000 · Flex Benefits	0.00	0.00	0.00
6005 · ED Job Search	0.00	3,000.00	-3,000.00
6010 · Health Insurance	43,960.21	82,020.00	-38,059.79
6011 · Life Disability Insurance	2,468.13	4,471.00	-2,002.87
6012 · CVRPC FICA	17,958.75	32,592.00	-14,633.25
6015 · Workmen's comp	621.00	2,500.00	-1,879.00
6016 · MRVPD Insurance	0.00	0.00	0.00
6016.5 · MRVPD staff travel	34.50	0.00	34.50
6017 · Unemployment Comp	1,354.00	750.00	604.00
6018 · Pension Plan	7,154.30	11,528.00	-4,373.70
6019 · RC&D Insurance	0.00	0.00	0.00
6023 · Cleaning	980.00	1,800.00	-820.00
6025 · Consolidation Committee	0.00	0.00	0.00
6027 · Trash/Recycle	0.00	0.00	0.00
6030 · Rent/Utility Deposits	0.00	0.00	0.00
6040 · Rent	23,951.06	41,059.00	-17,107.94
6050 · Telephone	3,739.93	5,100.00	-1,360.07
6055 · Consultant studies, non-VTrans	0.00	0.00	0.00
6060 · Postage	2,025.00	2,530.00	-505.00
6065 · Food systems Council expense	50.00	0.00	50.00
6070 · Dues/Pubs/Subs	2,503.30	4,810.00	-2,306.70
6080 · Staff Education	760.00	1,500.00	-740.00
6085 · ACCD - other	4,141.36	0.00	4,141.36
6088 · MEGA HMPG	23.76	0.00	23.76
6089 · Barre Town man hole map	396.18	0.00	396.18
6090 · Staff Travel	172.43	8,000.00	-7,827.57
6090.5 · Staff Travel - Admin	930.03	0.00	930.03
6091 · Flood recovery	0.00	0.00	0.00
6092 · EMPG travel etc	438.18	0.00	438.18

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Central Vermont Regional Planning Commission

02/22/16

Profit & Loss Budget vs. Actual

Accrual Basis

July 1, 2015 through February 22, 2016

		CVRPC	
	Jul 1, '15 - Feb 22, 16	Budget	\$ Over Budget
6093 · PlainfieldCDBG	11.50	0.00	11.50
6094 · RERP	103.11	0.00	103.11
6095 · Disaster Recovery	0.00	0.00	0.00
6096 · Green Infrastructure ccrpc	0.00	0.00	0.00
6100 · Office Supplies	4,042.75	4,000.00	42.75
6115 · Copier Lease Payments	3,400.00	5,550.00	-2,150.00
6116 · Copier extra copies	129.05	0.00	129.05
6117 · Copier property tax	98.36	0.00	98.36
6120 · Commission Meetings	1,999.67	5,400.00	-3,400.33
6130 · Home Energy Challenge - VEIC	0.00	0.00	0.00
6140 · Liability Insurance	1,149.00	1,576.00	-427.00
6150 · Mapping/Printing	0.00	0.00	0.00
6160 · Workshops	0.00	1,200.00	-1,200.00
6170 · Miscellaneous	0.00	0.00	0.00
6180 · NRPC PDM-C	45.43	0.00	45.43
6185 · ECO-Geo-Waterbury	0.00	0.00	0.00
6186 · CDBG-16 LiDAR	3,000.00	0.00	3,000.00
6188 · Clean Water	142.97	0.00	142.97
6190 · Northfield ECO SW	31,904.65	67,662.00	-35,757.35
6195 · Northfield Village SW ERP	0.00	0.00	0.00
6250 · Benefit Strategies Cost	0.00	0.00	0.00
6320 · VEM/fluvial geo contractual	0.00	0.00	0.00
6330 · GIS Eqpt/Software	3,600.00	3,700.00	-100.00
6340 · GIS Consultants	0.00	0.00	0.00
6350 · GIS Supplies	48.00	1,200.00	-1,152.00
6352 · River Debris Grant	0.00	0.00	0.00
6355 · GIS Computer Lease	0.00	0.00	0.00
6358 · Growth Study	0.00	0.00	0.00
6370 · Fluvial geo studies/intern	0.00	0.00	0.00
6380 · Local Motion Trail grant	0.00	0.00	0.00
6400 · Regional Plan	1,396.67	8,000.00	-6,603.33
6450 · East Montpelier MPG	0.00	0.00	0.00
6500 · DOE Energy Audit Expense	0.00	0.00	0.00
6510 · DOE Energy WX reimburse towns	0.00	0.00	0.00
6520 · Energy-DOE-Two Rivers RPC	0.00	0.00	0.00
6682 · CDBG-DR-RPC TA	0.00	0.00	0.00
6685 · Green Infrastructure CCRPC Exp	51.93	0.00	51.93
66900 · Reconciliation Discrepancies	0.00	0.00	0.00
6730 · Forest Stewardship exp	39.10	0.00	39.10
6745 · Waterbury ERP FEH GIS expense	5,593.00	0.00	5,593.00
6750 · Two Rivers VERI	0.00	0.00	0.00
6800 · Interns	0.00	0.00	0.00
6820 · Equipment/Server	0.00	0.00	0.00
6821 · Equipment installation	0.00	0.00	0.00
6825 · SafetyNet/server maintenance	3,735.00	5,500.00	-1,765.00
6850 · CVRPC Audit	6,000.00	12,500.00	-6,500.00
6855 · Legal Assistance	0.00	0.00	0.00
6860 · Government Relations	2,045.46	2,500.00	-454.54
6880 · Legal	0.00	0.00	0.00
6885 · Website development	0.00	0.00	0.00
6999 · GO Vermont	0.00	0.00	0.00
7000 · Transportation Direct	15,850.26	18,904.00	-3,053.74
7001 · Safe Routes to School, VTrans	0.00	0.00	0.00
7100 · XVermont Trail	0.00	0.00	0.00
7200 · Energy Program - DPS	0.00	0.00	0.00
7300 · WC Reparative Justice	0.00	0.00	0.00
7400 · Brownfields expense	1,384.85	64,043.00	-62,658.15
7401 · Brownfields Travel	7.02	0.00	7.02
7410 · Brownfields Grt #2	0.00	0.00	0.00
7410Rut · EPA Brown Rutland RPC \$	0.00	0.00	0.00
7420 · Petroleum Grt	0.00	0.00	0.00
7425 · Brownfields State	0.00	0.00	0.00
7500 · Reparative Justice	0.00	0.00	0.00

12:11 PM

02/22/16

Accrual Basis

Central Vermont Regional Planning Commission
Profit & Loss Budget vs. Actual
July 1, 2015 through February 22, 2016

	CVRPC		
	Jul 1, '15 - Feb 22, 16	Budget	\$ Over Budget
7600 • CV Cooperative	0.00	0.00	0.00
7800 • contingency	0.00	0.00	0.00
8000 • Equipment Reserve	0.00	0.00	0.00
Total Expense	443,386.06	815,569.00	<i>SH</i> -372,182.94
Net income	61,410.46	48,906.00	12,504.46

Executive Director's Report

February 22, 2016

Proposals: Statewide Property Parcel Mapping Program

For the past several years, state agencies have been discussing the need for a common level of accurate and complete statewide property parcel data. Parcel information in the form of hand-drawn maps through digital data is currently developed and held by municipalities as part of their tax assessment duties. Digital data varies in its age, content, and availability.

Last year, over 200 participants representing the state, municipalities, and the private sector provided insight on the benefits and costs of parcel mapping in VT. The results yielded a positive return on investment (ROI).

- Estimated Benefit for 5 Years: Low: \$6,004,000; High: \$12,915,000
- Estimated Cost for 5 Years: \$2.4 million
- ROI Calculation for 5 Years: 1.58 to 4.55 (value above 1 is a good investment)
- Ongoing Maintenance Cost: \$214,000

Earlier this week, VTTrans briefed the House Transportation Committee about a proposal to create a statewide property parcel mapping program. VTTrans would administer the Program, and a Property Parcel Data Interagency Advisory Board would monitor it and make recommendations about how it could be improved to enhance its usefulness. VTTrans volunteered to be the lead because it anticipates achieving the most savings. ROI and other parcel documents can be found at <https://outside.vermont.gov/sites/egcgeo/parcelwg/default.aspx>. Flyers summarizing the information is available at on the House Transportation Committee webpage at <http://legislature.vermont.gov/committee/document/2016/20/Date/2-25-2016>.

Grant Applications and Service Contracts Under Development

Rural Fire Protection Water Supply Planning – CVRPC is lead on a 4-RPC application to analyze rural fire protection needs and water supply, and to design water access sites in participating fire districts. Local fire departments, the VT Association of Conservation Districts (Rural Fire Protection Program), and the VT Dept. of Forests, Parks and Recreation are partners in the project. Local communities could use the project results to apply for funds to install hydrants and to improve Insurance Service Office (ISO) ratings. The information can also be incorporated into Local Hazard Mitigation Plans.

Local Hazard Mitigation Plans – A statewide RPC application to build on prior assistance to towns for Hazards Mitigation Plan updates in 2015 and 2016. Included in these plans are Strategies and Actions to address vulnerable town infrastructure, especially under-sized culverts

and bridges. VAPDA is seeking funds to allow each RPC to prepare conceptual designs and cost estimates to upgrade or replace these structures for several towns in their respective regions. This will enable these towns to budget accordingly in their municipal Capital Improvement Plan or prepare accurate grant applications to obtain funds. CVRPC will be contacting municipalities shortly to assess their interest in participating.

Local Hazard Mitigation Plans – After discussions with local communities, CVRPC would apply for funds to update local hazard mitigation plans in eight communities whose plans will expire in 2018.

Marshfield Zoning – The Marshfield Planning Commission has requested CVRPC assistance for a 2-year effort to create maps of natural resources and provide technical assistance related to targeted changes to its forest conservation and rural districts. Discussions about a detailed scope of work have begun.

Perspective: Planning That Matters

Planners find inspiration in many places, including large corporations. Walmart is making two major changes to its stores to make shopping easier. First, the retailer is reducing the number of products it sells in supercenters. Second, the company is lowering shelf heights near checkout areas to make it easier for shoppers to see the whole store when they walk inside. Walmart's changes reflect a cultural shift to easy-to-access, *targeted* products rather than extensive variety. Restaurants are undergoing similar shifts with the number of menu items.

Municipalities and regional planning commissions will want to pay attention to this marketing shift when it comes to plan development. Studies show that effective plans:

- Clearly document a shared vision (product);
- Accurately represent shared goals and include measurable objectives (target); and
- Identify specific actions to achieve goals and objectives.

The Agency of Commerce and Community Development has released a new Planning Manual aimed at creating more strategic plans. The Manual suggests beginning by deciding what areas to maintain, evolve, and transform, followed by goals and actions to reflect that vision. Using the Manual's approach can help communities (and regions!) target their strategies and achieve measurable and meaningful results. The Manual is available at http://accd.vermont.gov/strong_communities/opportunities/planning/manual.

AGREEMENT FOR PLANNING SERVICES

by and between the
CENTRAL VERMONT REGIONAL PLANNING COMMISSION
and the
TOWN OF EAST MONTPELIER, VERMONT

I. AGREEMENT FOR SERVICES

- A. It is agreed by and between the CENTRAL VERMONT REGIONAL PLANNING COMMISSION (hereinafter called the Regional Commission) and the TOWN OF EAST MONTPELIER (hereinafter called the Town) that the Regional Commission shall assist the Town in the completion of a Village Master Plan.

The Regional Commission shall produce a plan, including associated regulations and maps, in accordance with existing state statutes; and shall, with the Town Planning Commission, put said plan into a final draft for public engagement, as specified in Attachment A: Scope of Work.

- B. This agreement consists of the body and the following attachment that is incorporated herein:

Attachment A: Scope of Work

II. GENERAL TERMS AND CONDITIONS

- A. It is understood that the Regional Commission may retain qualified help to assist with this work. Whenever feasible, local labor shall be used to assist professionals in the gathering and compilation of data, thus minimizing expenses.
- B. The maximum dollar amount for all services performed under this Agreement shall not exceed \$ ~~21,750.00~~ unless otherwise amended. The Town will be charged for only that portion of costs actually incurred by the Regional Commission, up to the agreement maximum.
- C. The period of performance under this Agreement shall commence on **February 5, 2016** and run through **May 19, 2017** unless otherwise amended.
- D. Ownership of all materials produced under this agreement shall remain with the Town. The Regional Commission may use information and/or materials for regional planning activities, but may not distribute copies of materials produced under this agreement without the Town's consent, except as provided for by state law.
- E. Changes, modifications, or amendments in the terms, conditions and fees of this Agreement shall be written and signed by the duly authorized representatives of the Regional Commission and the Town.

- F. The parties agree that the Regional Commission, and any agents and employees of the Regional Commission shall act in an independent capacity and not as officers or employees of the Town.
- G. The Town, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed under this Agreement.
- H. Reasonable extensions of time for completing the work may be granted in writing by the Town, if the Regional Commission can demonstrate that it was unavoidably delayed by circumstances beyond its control. In no case will an extension of time be granted beyond that allowed by the Town's Municipal Planning Grant.
- I. The Town shall appoint one person as the principal contact for this project.
- J. If, through any cause, the Regional Commission shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the Regional Commission and specifying the effective date thereof, at least thirty days prior to the effective date of such termination. All costs and fees earned prior to the date of termination shall be reimbursed to the Regional Commission by the Town.
- K. The fees charged for services to the Town for the duration of this contract are based on actual costs, including personnel, overhead, and direct expenses, incurred by the Regional Commission.

Optional Products and Services:

Additional printouts of text drafts or data beyond those listed in "Deliverables" in the attached scope of work are available for the cost of reproduction (for copying, \$0.05 per sheet).

III. OBLIGATIONS OF THE REGIONAL COMMISSION

- A. The Regional Commission will work with and be responsible to the East Montpelier Planning Commission and Selectboard in providing the services specified in Attachment A: Scope of Work.
- B. The Regional Commission shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement.
- C. The Regional Commission shall invoice the Town quarterly (March, June, September, December) and at the end of the contract period (or at project completion, whichever is sooner). The Regional Commission shall submit periodic progress reports describing the progress of work to date. The final invoice and progress reports shall indicate the total hours worked.

- D. Regional Commission staff shall review any work contracted with third parties by the Regional Commission under this agreement for conformance with statutory requirements. Written comments and recommendations will be submitted to the consultant and/or Planning Commission as needed. The Regional Commission shall retain overall control of draft preparation to ensure timely and coordinated delivery.
- E. All statutory requirements under Vermont law in effect at the time will be observed by the Regional Commission and any third party hired by the Regional Commission.

IV. OBLIGATIONS OF THE TOWN

- A. In consideration of the services to be provided by the Regional Commission, the Town agrees to pay the Commission after review and approval of invoices submitted in accordance with the provisions of Section III.C. The invoices shall be payable to the Regional Commission within 30 days following delivery of all final products under this Agreement and/or receipt of the invoice.
- B. The Town agrees to organize and sponsor meetings with Regional Commission's staff and/or consultant as necessary to review various reports or drafts as called for in the attached Scope of Work. The meeting schedule and structure shall be flexible; however the Regional Commission agrees to a minimum of six meetings and four outreach events during the period of this contract for the purposes of gathering information and/or draft review.
- C. The Town agrees to make available to the Regional Commission and/or its consultant, at Town expense, if any, relevant information, data, reports, plans, bylaws or ordinances as requested. All materials belonging to the Town will be returned.
- D. The Town agrees to cooperate with and administratively assist the Regional Commission's staff and/or consultant without charge in carrying out planning tasks. This shall include but not be limited to:
 - 1) assisting in the verification of documents and information;
 - 2) making photocopies of reports and/or documents prepared for distribution;
 - 3) paying for publishing and mailing costs related to public participation efforts, legal notices and public hearings;
 - 4) providing any additional available reports, studies, bylaws and/or ordinances as requested;
 - 5) assisting with public engagement in the planning process;
 - 6) holding the Regional Commission and/or its consultant harmless for any liabilities resulting from inaccuracies in information provided by the Town.
- E. The Town agrees to review the draft(s) delivered by the Regional Commission's staff and/or consultant for final editing and production to satisfy this project.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this _____ day
of _____, 2016 at Montpelier, Vermont.

FOR CENTRAL VERMONT REGIONAL PLANNING COMMISSION:

Byron Atwood, Chair

Date

FOR TOWN OF EAST MONTPELIER:

Seth Gardner
Seth Gardner, Selectboard Chair

2-15-16
Date

Jean Vissering
Jean Vissering, Planning Commission Chair

2/5/16
Date

Project Contact:* Julie Potter
Address: Vice-chair, East Montpelier Planning Commission
40 Kelton Road, PO Box 157
East Montpelier, VT 05651
Telephone Number: (802) 262-6119
Email Address: julianapotter@yahoo.com

Billing Contact: Bruce Johnson
Address: East Montpelier Town Administrator
40 Kelton Road, PO Box 157
East Montpelier, VT 05651
Telephone Number: (802) 223-3313 x 204
Email Address: eastmontadmin@comcast.net

* Please ensure all emailed materials are copied to the Town at eastmontadmin@comcast.net

ATTACHMENT A: SCOPE OF WORK

EAST MONTPELIER VILLAGE MASTER PLAN

SCOPE OF WORK

The Town of East Montpelier was awarded a Municipal Planning Grant to complete a Village Master Plan for the Village of East Montpelier. The scope of work outlined in the grant application includes the establishment of a new zoning designation with associated regulations, an updated district boundary, and a future vision for the Village. The Planning Commission has agreed to consult with the Central Vermont Regional Planning Commission to complete this work. Below is an outline and scope for work to be undertaken by the CVRPC to successfully complete this project by the end of the grant period of May 31, 2017.

TASKS:

1. KICK-OFF MEETING

A kick-off meeting will be held to introduce the project to project participants and to refine project details. In general, the Planning Commission will serve as the steering committee, however other interested parties will be included from time-to-time. For this meeting the following responsibilities will be assumed:

Planning Commission:	Invite key project participants and advertise the meeting as required. This will include any costs associated with advertising, mailing, or posting of information related to the kick-off.
CVRPC:	Provide an agenda for the kick-off meeting and provide an overview of activities to complete the East Montpelier Village Master Plan.
Timeframe:	February 2016
Deliverables:	Consensus between the Planning Commission and CVRPC on scope of work, identification of potential stakeholders, and agreement on process.
Estimated Costs ¹ :	\$250.00

¹ Estimated costs only include expenditures related to CVRPC activities and do not include costs incurred by the municipality. These costs are for planning and general budgeting purposes only.

2 & 5. PUBLIC EDUCATION, OUTREACH, AND ENGAGEMENT

Public outreach, education, and engagement will be an on-going task that will include outreach and engagement activities as noted in the grant application scope of work. This may include newsletter articles, targeted mailings, or regular events in the village. The Planning Commission and CVRPC staff will coordinate on outreach, education, and engagement activities throughout the process to ensure the public is engaged to solicit comments and feedback at specific milestones throughout the process.

A specific activity for outreach and education may include a partnership with the elementary school to engage students in the process and one engagement milestone in particular will be the development of the village boundary scenarios. It may be necessary to have preliminary work done on Task 6 to provide information regarding growth projections to ensure information regarding possible densities and development potential is conveyed to the public along with options for updated boundary areas.

Planning Commission: Advertise public education events and outreach throughout the planning process including notices to existing mailing lists or other community groups. Provide refreshments for the outreach activities as needed. Make contact with the school district to begin discussions of a possible collaboration.

CVRPC: Make presentations at up to 4 identified outreach events that would coincide with specific milestones and prepare materials for education and engagement. This may include maps, informational posters, or other handouts.

Timeframe: This will be an on-going effort. Activities will be held in conjunction with specific milestones throughout the planning process.

Deliverables: Reports to the Planning Commission on activities conducted.

Estimated Costs: \$3,000.00

3. REVIEW VILLAGE HISTORY & CURRENT CONDITIONS

CVRPC staff will review previous studies and reports as noted in the project description that was included as part of the Municipal Planning Grant application. Staff will also conduct visual/walking inventories to establish up-to-date existing conditions for the village. Additionally, staff may solicit input from property or business owners throughout the village to help identify any specific issues that might exist. This information will be summarized to identify where common themes emerge to help focus the discussion or identify if past recommendations are still valid.

CVRPC:	Review documents, conduct inventories, and prepare materials for presentation to the Planning Commission for review and comments.
Timeframe:	Review of materials to begin following Notice to Proceed on the contract.
Deliverables:	Summary report and maps; briefing to the Planning Commission on existing conditions and policies to solicit input.
Estimated Costs:	\$4,000.00

4. DEVELOP VILLAGE BOUNDARY & PLANNING SCENARIOS

Staff will utilize existing data; citizen input from public education and outreach activities; and field analysis to identify three to five scenarios for determining the village boundary and potential neighborhood areas. These scenarios will be based on criteria that are established and identified through input from the community and analysis of existing conditions. Proposed boundary maps will be prepared for review and input by the Planning Commission and the community.

CVRPC:	Develop village boundary & planning scenarios and prepare presentation materials to solicit input from the community on the identified options.
Timeframe:	September 2016.
Deliverables:	Proposed village boundary maps to be used for public engagement to determine a preferred village boundary.
Estimated Costs:	\$2,000.00

6. GROWTH PROJECTIONS

Based on input from the public and the planning commission regarding the various boundary scenarios, CVRPC staff will further refine the information and establish growth projections for the village boundary scenario receiving the most positive feedback. The growth projections will be based on current zoning districts and regulations. The projections may also include a component for possible changes to zoning if the carrying capacity of the land can support increased development density. A component of the growth projections may include the impacts of public infrastructure such as centralized wastewater facilities or upgrades and improvements to the existing water supply system.

CVRPC:	Develop build-out scenarios and future growth projections based on the preferred village boundary scenario.
Timeframe:	Following public input on preferred village boundary scenarios.
Deliverables:	Report on updated growth projections for the designated village boundary and solicit input from the Planning Commission.
Responsibility:	\$2,500.00

7. DRAFT MASTER PLAN ELEMENTS

After gathering input from the public and other sources regarding updated village boundaries and growth projections, CVRPC staff will begin to draft a master plan that outlines the process and any recommendations for achieving the vision that has been identified for the Village of East Montpelier. This master plan will include information and suggestions on priorities to achieve the desired development outcomes and proposed changes to existing zoning. An implementation schedule may be provided. CVRPC staff will present this draft to the Planning Commission for their review and input. Updates to the draft master plan will be incorporated based on feedback received.

CVRPC:	Develop a draft master plan.
Timeframe:	October 2016 thru February 2017
Deliverables:	Draft master plan in paper and electronic formats for review and comment by the Planning Commission.
Estimated Costs:	\$8,000.00

8. FINALIZE MASTER PLAN

After feedback has been received on the draft master plan, CVRPC will update the draft plan to incorporate agreed upon changes. The final draft will be made available for review by the public prior to acceptance by the Town of East Montpelier.

CVRPC: Update the draft master plan based on comments received.

Timeframe: March/April 2017

Deliverables: Final master plan in paper and electronic format.

Estimated Costs: \$2,000.00

Total Estimated Costs – CVRPC Scope of work: \$21,750.00

Total Project Cost – MPG Application: \$22,435.00

Estimated remaining funds: \$685.00



MEMO

Date: February 26, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Regional Energy Planning Contract - Scope of Work and Relationship to Regional Plan Update

This memo provides background information and context for the Regional Energy Planning Contract included with the Executive Committee packet. **The question before the Committee is whether CVRPC will commit to the scope of work outlined in this master contract.**

Contracting Details

The attached contract is the master agreement between the Public Service Department (PSD) and the Bennington County Regional Commission (BCRC). BCRC will act as project manager for all RPCs participating in the effort. CVRPC must commit to the scope of work prior to the signing of the master agreement because our name is in this contract and the scope is defined there. Once that contract is signed, BCRC will write a contract with CVRPC.

BCRC indicated CVRPC would receive \$30,000 to implement the scope of work during the 2-year contract period. The contract would be product-based; CVRPC would be paid per product delivered in installments proportional to those outlined in the master agreement. BCRC said the level of effort is roughly proportional to the payments outline. This agreement does not have a match or other cost-share component.

Staff Input

Staff has expressed concerns about our ability to meet the contract's work commitment, especially between March 1-June 30, 2016, if CVRPC doesn't either pause the Regional Plan update or add temporary staff capacity.

Pausing the plan update would benefit the Commission in two ways. First, the work completed through the energy planning contract would further inform the Commission's decisions for *Plan Central Vermont* energy element. The work provides for an in-depth analysis of energy use and

explores scenarios for Central Vermont's energy future, which would be useful for establishing policy, goals, and actions. The potential project has been mentioned in written and verbal Director updates, and Commissioners have not provided feedback suggesting the Commission should not participate in this effort. After last month's panel presentation, one Commissioner requested additional details about the project.

Second, CVRPC's overall workload would be managed in a more constructive way for staff capacity. Several staff are carrying an excess workload. To the extent possible, we have shifted timing for existing work and are cross-training existing staff to alleviate some of this load. The Commission also has been using qualified, temporary staffing, but the workload cannot be fully alleviated in the short term. The temporary staff cannot provide more than 10-12 hours per week capacity, and the timing and commitment for hiring and training new temporary staff would outweigh the benefit.

I am anticipating the FY17 CVRPC budget will support adding permanent staff capacity beginning July 1. Permanent capacity is expected to be accomplished by transitioning CVRPC's Emergency Planner from a current half-time contract employee status to a full-time, permanent position. An alternative to adding capacity would be to decline work. Declining work would send a negative message to communities and other partners about CVRPC's ability to provide services.

I expect the outcomes of the regional energy planning efforts will refine the Commission's policies and actions related to energy facility siting, development, and transmission, transportation, and other areas of the Regional Plan. **My recommendation is to accept the regional energy planning scope of work as presented, and to pause the Regional Plan update process so the Commission's energy planning decisions are supported by more refined information and analysis.**

STATE OF VERMONT
STANDARD CONTRACT FOR SERVICES

Contract # XXXX

1. **Parties.** This is a contract for services between the State of Vermont, Department of Public Service (hereafter called "State" and "Department of Public Service "), and the Bennington County Regional Commission (BCRC), with principal place of business at 111 South St, Suite 203, Bennington, VT 05201 (hereafter called "Contractor"). Contractor's form of business organization is a political subdivision of the state. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is services generally on the subject of the creation of detailed regional energy plans and maps. Detailed services to be provided by the contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$150,000**.
4. **Contract Term.** The period of contractor's performance shall begin on March 1, 2016 and end on March 1, 2018.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 - Approval by the Attorney General's Office **is** required.
 - Approval by the Secretary of Administration **is** required
 - Approval by the CIO/Commissioner **is not** required.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be canceled, in whole or in part, by either party by giving written notice at least ten days in advance.

8. *Attachments*. This contract consists of 20 pages, including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C – “Standard State Contract Provisions,” (revised September 2014)

Attachment D - Other Provisions

Addendum I – Bennington County Regional Commission Work Plan and Performance Measures

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

By the State of Vermont:

Date: _____

Signature: _____

Name: Christopher Recchia, Commissioner

Agency: Department of Public Service

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A

Specifications of Work to be Performed

Project Description

BCRC, with the assistance of Vermont Energy Investment Corporation (VEIC), will oversee and assist four sister Regional Planning Commissions (RPCs) with whom it subcontracts (Central Vermont Regional Planning Commission, Lamoille County Planning Commission, Southern Windsor County Regional Planning Commission, and Rutland Regional Planning Commission) in developing detailed energy components of each region's Regional Plan pursuant to their related statutory responsibilities as required by 24 V.S.A. Chapter 117, Subchapter 3. The work will build on data, tools, methodology, best practices, and lessons learned from the regional energy planning pilot program currently underway in contract # 28403. The energy plans will advance the State's energy and climate goals while being consistent with local and regional needs and concerns, and will provide specificity to enable progress of each region toward those goals. The RPCs will work cooperatively during the project, sharing resources and developing the plans using a consistent format. This level of coordination will improve the planning process and achieve cost efficiencies.

The work to be completed by the RPCs and overseen by BCRC, which is described in greater detail in Addendum I, covers three key areas: (1) establishment of regionally appropriate targets for specific energy conservation, generation, and fuel-switching strategies; (2) development of comprehensive regional energy plans that include specific strategies for conservation, energy efficiency, and reduced use of fossil fuels, and (3) a geographic analysis that identifies energy resources and the most appropriate locations for new renewable (thermal and electric) energy generation projects. This work will require involvement of appropriate state, regional, and local stakeholders to identify opportunities, challenges, resources, and constraints and to provide key input at various phases of plan development.

BCRC will also subcontract with and oversee the work of VEIC, which will participate in the project by developing future energy scenarios and strategies for each region using the Long-Range Energy Alternatives Planning (LEAP) model. Each region will work with VEIC to create regionally appropriate scenarios for a mix of conservation, renewable thermal and electric energy generation (local and/or imported), and fuel-switching targets.

Contract Oversight

Funds are provided to the BCRC to support the provision of services and completion of products specifically described in this Attachment and in Addendum I, and must be used in a manner that conforms to all relevant State standards. The services performed under this Contract shall be monitored by State assigned staff. Reporting requirements will include performance expectations and deliverables, as described herein and in Addendum I. Any changes to time, scope, and/or resources shall be discussed in advance and the impacts to the work to be performed will be determined and reduced to writing by the State and the RPC in the form of a contract amendment.

Deliverables

1. BCRC will deliver a draft of the results of initial LEAP analysis for each region supporting preliminary regional milestones for energy conservation, efficiency, fuel-switching, and renewable thermal and electric supply no later than May 1, 2016. The draft shall include a discussion of the inputs to and assumptions made in the model.
2. BCRC will deliver a mid-project “lessons learned” summary of the work completed by all four participating RPCs no later than November 15, 2016. The report will conform to any required format distributed by the State, and will address activities completed and relevant lessons learned pursuant to Attachment A and Addendum I since contract commencement. It will include summaries and results of statewide and regional total energy and energy sector analysis, modeling, and scenario development; draft maps of regional thermal and electric energy resource potential and site constraints; summaries and outcomes of state, regional local, and other stakeholder calls and meetings; and lessons learned.
3. BCRC will deliver draft regional plans for Central Vermont Regional Planning Commission (CVRPC), Lamoille County Planning Commission (LCPC), Southern Windsor County Regional Planning Commission (SWCRPC), and Rutland Regional Planning Commission (RRPC) no later than May 31, 2017. The draft plans for each region shall include the following elements and should, to the extent practicable, follow the best practices for energy and transportation planning as articulated by the American Planners Association:
 - a. Total Energy
 - i. Baseline energy usage across all sectors and existing sources of thermal and electric generation for the region
 - ii. 2025, 2035, and 2050 milestones for energy conservation, efficiency, fuel-switching, and renewable thermal and electric supply
 - b. Thermal Efficiency and Alternative Heating Systems
 - i. Analysis of regional conservation, efficiency, and conversion to alternative heating fuels/systems required to achieve 2025, 2035, and 2050 milestones
 - ii. Recommended pathways toward achieving milestones, based on total energy and sector analysis and stakeholder engagement to date
 - c. Transportation System Changes and Land Use Strategies
 - i. Analysis of regional transportation system changes required to achieve 2025, 2035, and 2050 milestones
 - ii. Recommended pathways toward achieving milestones, based on total energy and sector analysis and stakeholder engagement to date
 - d. Conserving Electricity and Improving Efficiency of Delivery and End Use
 - i. Analysis of regional conservation and efficiency necessary to achieve 2025, 2035, and 2050 milestones

- ii. Recommended pathways toward achieving milestones, based on total energy and sector analysis and stakeholder engagement to date
 - e. Mapping Energy Generation Resources and Constraints
 - i. Map of existing generators and renewable thermal and electric resource potential, based on statewide resource mapping and known resources and constraints
 - ii. Assessment of the adequacy of the unconstrained resource base to meet projected renewable thermal and electric generation needs based on resource analysis completed to date
4. BCRC will deliver a final report and “lessons learned” summary of the work completed by all four participating regional commissions no later than December 31, 2017. The report will conform to any required format distributed by the State, and will address activities completed and relevant lessons learned pursuant to Attachment A and Addendum I over the entire contract period. It will include final summaries and results of statewide and regional total energy and energy sector analysis, modeling, and scenario development; final regional maps identifying renewable thermal and electric energy resources, site constraints, and assessment of the adequacy of the unconstrained resource base to meet projected generation needs; summaries and outcomes of state, regional, local, and other stakeholder calls and meetings (including identification of changes made to scenario development and maps based on input from those meetings); and lessons learned.
 5. BCRC will ensure completion of the final regional plans for CVRPC, LCPC, SWCRPC, and RRPC, their advancement to a vote of the full RPCs, and their delivery to the DPS no later than February 1, 2018. The final plans shall include the same elements as included in the draft plan, refined based on state, regional, and local stakeholder input and on more detailed LEAP analysis, along with specific actions for each sector that would lead to attainment of 2025, 2035, and 2050 milestones. Final regional generation maps will show areas of high potential for thermal and electric renewable resource development and will include an assessment of the adequacy of the unconstrained resource base to meet projected renewable electric and thermal generation needs based on resource analysis.

Upon receipt of each Report submission, the State, in order to fully assess the effectiveness of this contract, may require additional information, consistent with this scope of work, from BCRC and/or its subcontractors. If any Deliverables are not provided to the State by BCRC in a timely and complete manner, the State may institute the process established in Section 5 of Attachment D.

ATTACHMENT B
Payment Provisions

The State shall pay Contractor an amount not to exceed \$150,000, as follows:

1. Payment of Funds: The Funds shall be payable to BCRC under this contract in five equal payments, provided that the RPC has satisfactorily submitted required deliverables, as follows:

- Payment #1 will be paid to BCRC on or about June 1, 2016, upon submission of the results and discussion of initial LEAP analysis and preliminary milestones.
- Payment #2 will be paid to the BCRC on or about December 15, 2016, upon submission of the mid-term report showing satisfactory progress (as defined in the Performance Measures contained in Addendum I) in completing the terms of this contract.
- Payment #3 will be paid to BCRC on or about June 30, 2017, upon submission of the draft plans addressing the elements discussed in Attachment A and Addendum I.
- Payment #4 will be paid to BCRC on or about January 31, 2018, upon submission of the final report showing satisfactory completion (as defined in the Performance Measures contained in Addendum I) of the terms of this contract.
- Payment #5 will be paid to BCRC on or about March 1, 2018, upon submission of the final plans addressing the elements discussed in Attachment A and Addendum I.

2. If any portion of the Funds paid to BCRC is not expended or obligated at the end of the scheduled term of this contract, BCRC will supply to the State a mutually agreeable plan detailing the anticipated expenditure of such remaining portion of Funds, before such expenditure occurs.

Standard State of Vermont payment terms are net 30.

Submit Invoices to:

Business Office
Accounts Payable
Department of Public Service
112 State Street - Drawer 20
Montpelier, VT 05620-2601

All invoices submitted to the Department of Public Service will make reference to "Contract" and the Contract Number of this contract on Page 1 of the invoice. Only original invoices will be accepted, and we do not make payment from statements or facsimiles.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED SEPTEMBER 2014**

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 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. 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 any thing 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://bgs.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.

(End of Standard Provisions)

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.

This paragraph concerns a breach of an agreement which restricts access to information or denominates information as confidential, allegedly confidential, or protected from disclosure ("a breach of protective agreement"). The Contractor shall be solely responsible for any costs, liabilities, or obligations incurred by the Contractor because of the Contractor's breach of a protective agreement. Also with respect to the Contractor's breach of a protective agreement, the Contractor shall be solely responsible for any liabilities or obligations, including but not limited to judgments and legal costs, of the Department of Public Service to a party who signed or is the beneficiary of such an agreement. In the event that an action is brought against the Department of Public Service arising out of the Contractor's breach of a protective agreement, the Contractor shall be responsible for the legal costs of the Department of Public Service.

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.

Addendum I

Bennington County Regional Commission Work Plan and Performance Measures

PROJECT OUTCOME

Development of high-quality, detailed, and practical energy plans for Central Vermont Regional Planning Commission (CVRPC), Lamoille County Planning Commission (LCPC), Southern Windsor County Regional Planning Commission (SWCRPC), and Rutland Regional Planning Commission (RRPC), based on the best practices for energy and transportation planning as articulated by the American Planners Association, that advance the State's energy and climate goals while being consistent with local and regional needs and concerns. Document work done and lessons learned for future application to all Vermont Regional Planning Commissions.

ACTIVITIES

1. Draft Regional Energy Plan Development
 - a. Coordination and Project Start-Up
 - i. Introduction of project, CEP background, LEAP model to RPC commissioners
 - ii. Project kick-off meeting with RPC staff, Department of Public Service, and VEIC to review RPC pilot projects to date and data and resources available through done in the pilots.
 - b. Regional Analysis and Scenario Development
 - i. Total Energy: The Comprehensive Energy Plan provides a policy framework for advancing statewide energy goals. Based on that framework, RPCs will work with the Department of Public Service and VEIC to develop scenarios directed at meeting the state's energy goals.
 1. As a first step, baseline data for energy usage across all sectors and existing sources of thermal and electric generation - for each region - will be identified.
 2. Working with the Department of Public Service and aligned with the 2016 Comprehensive Energy Plan (CEP) process, 2025 and 2035 milestones for moving toward energy conservation, efficiency, fuel-switching, and renewable energy supply goals for each region will be established.
 - ii. Thermal Efficiency and Alternative Heating Systems: Regional analysis based on state framework and LEAP analysis milestones to understand level of energy conservation, efficiency, and conversion to alternative heating fuels/systems needed to meet goals by region.

- iii. Transportation System Changes and Land Use Strategies: RPCs review existing land use and transportation plans and LEAP analysis in the context of achieving regional energy milestones and state energy goals.
 - iv. Conserving Electricity and Improving Efficiency of Delivery and End Use: Regional analysis based on state framework and LEAP analysis milestones to understand level of conservation and end use efficiency needed to meet goals by region.
 - v. Mapping Energy Generation Resources and Constraints: Regional analysis based on state framework and LEAP analysis milestones to understand the potential for renewable generation in each region. Identification of an appropriate number of annual MWh of renewable electric generation that might be expected from each region by 2025, 2035, and 2050 in order to maintain a trajectory toward CEP goals. In parallel with this analytical effort, RPC staff will be trained in the use of available GIS data and tools. The training will be designed to ensure consistent application of these tools in a way that will help inform decisions about the most appropriate locations for generation projects.
- c. State, Regional, and Local Coordination
- i. Total Energy: Ongoing coordination at the statewide level, through cooperation among all RPCs and the Department of Public Service, will be necessary to ensure that the collection of individual regional plans effectively addresses statewide goals. It is expected that this will be an iterative process at both the regional and state level as decisions are made concerning the relative levels of generation, conservation, and alternative fuels in each region.
 - ii. Thermal Efficiency and Alternative Heating Systems:
 - 1. State: Review relevant sections of the 2016 Comprehensive Energy Plan and findings from the RPC pilot projects, and reach out to state stakeholders as needed (such as Efficiency Vermont, electric and natural gas utilities, Department of Public Service, Weatherization Assistance Program service providers, NeighborWorks organizations, and others) in order to identify existing resources and develop strategies for public education, delivery of weatherization services, and expanded use of alternative heating systems.
 - 2. Regional and Local: Regional and sub-regional meetings with local energy committees, housing organizations, business groups, and other interested parties to plan specific education and outreach efforts, identify most effective implementation programs and activities, and identify local policies that could be implemented to

help reach milestones. (To include identification of locations with suitable density and thermal energy demand for the potential use of biomass or biogas district heating systems, with or without CHP capability.)

iii. Transportation System Changes and Land Use Strategies

1. State: Review relevant sections of the 2016 Comprehensive Energy Plan and findings from the RPC pilot projects, and reach out to state stakeholders as needed (such as Department of Public Service, Vermont Agency of Transportation, and Agency of Commerce and Community Development) to identify and discuss actions needed to transform vehicle fleet, expand public transportation and rail service, and focus new development into concentrated mixed use areas; identification of required local/regional actions in the context of expected or proposed state and federal actions.
2. Regional and Local: Regional meetings with towns, transportation agencies and interests, downtown and village center organizations to identify specific local actions that can be taken to provide effective public education and outreach and to begin development of infrastructure necessary to achieve transportation and land use objectives that will support achievement of state energy goals.

iv. Conserving Electricity and Improving Efficiency of Delivery and End Use

1. State: Review relevant sections of the 2016 Comprehensive Energy Plan and findings from the RPC pilot projects, and reach out to state stakeholders as needed (such as Efficiency Vermont and Department of Public Service) to determine appropriate strategies for driving residential, commercial, public sector, and industrial electricity conservation.
2. Regional and Local: Meeting to identify actions above and beyond those within the purview of the statewide EEU's (i.e., conservation, behavioral change, etc.) and to understand interplay of statewide efficiency actions with local total thermal and transportation options.

v. Mapping Energy Generation Resources and Constraints

1. State, Round 1: A training session led by BCRC and run by relevant staff from the pilot RPCs will be held for CVRPC, LCPC, SWCRPC, and RRPC and any additional RPCs who may wish to attend. Invitations will be extended to the Agency of Natural Resources, the Department of Public Service, Department of Health, Agency of Agriculture, Agency of Commerce and

Community Development, Vermont Center for Geographic Information, Vermont Sustainable Jobs Fund, utilities, and VELCO to assist in identification of resources and constraints available on a statewide basis to include in the analysis that may have changed since the initial mapping was done in the pilots.

2. Regional and Local, Round 1: meetings of participating RPCs and outreach to identify additional energy resource areas and/or constraints (e.g., municipally owned land that a town would like to see used for energy development, historic areas, residential neighborhoods, critical scenic resources, etc.).
3. State, Round 2: A second round of meetings of participating RPCs with the Department of Public Service to check on compatibility of regional maps (below) and identify any issues that need to be addressed prior to production of final renewable generation resource maps.
4. Regional and Local, Round 2: Regional meetings to review maps with municipalities, provision of maps for each town.

d. Writing Draft Plans

- i. Thermal Efficiency and Alternative Heating Systems: RPCs prepare regional energy plan elements that include specific actions for education, outreach, policy, and collaboration with local and state groups to implement weatherization, fuel-switching, and heating system initiatives.
- ii. Transportation System Changes and Land Use Strategies: RPCs prepare regional plan elements related to transportation system and attainment of regional and state energy goals.
- iii. Conserving Electricity and Improving Efficiency of Delivery and End Use: RPCs prepare regional energy plan elements that include specific actions for education, outreach, and policy on conservation measures and programs in order to encourage people and businesses to utilize existing programs and incentives.
- iv. Mapping Energy Generation Resources and Constraints: Maps will be produced by each RPC showing areas of high potential, based on resource availability, infrastructure, and known constraints, for various types of renewable generation facilities: wind, solar, hydro, and biogas/biomass/CHP. This effort will produce dynamic information and mapping that will continue to evolve over time.
 1. Coordinated review among RPCs, agencies and departments -- agreement on final protocols and map templates.
 2. RPCs produce final draft of siting potential maps (that will then be refined).

3. Production of final regional generation maps showing areas of high potential for energy development (by technology/resource).

PERFORMANCE MEASURES FOR DRAFT PLANS

What was done (Y/N)?	To what extent and well was it done (for all four Regions)?
Project kickoff	Intro meeting for Commissioners was held (date, # and type of attendees, outcomes)
	Project kickoff meeting was held (date, # and type of attendees, outcomes)
Regional energy analysis	Total energy analysis completed and included (summarize outcomes of analysis)
	Thermal analysis completed and included (summarize outcomes of analysis)
	Transportation analysis completed and included (summarize outcomes and specific goals)
	Conservation and efficiency analysis completed and included (summarize outcomes and specific goals above and beyond efficiency utility activities)
Regional scenario development	Description included of total energy milestones developed based on LEAP modeling, coordination across RPCs and with partners, and LEAP model training
	Description included of specific goals developed for thermal efficiency and alternative heating, based on LEAP modeling
	Description included of specific goals developed for transportation system changes and land use strategies, based on LEAP modeling
	Description included of specific goals developed for conserving electricity and improving efficiency of delivery and end use, based on LEAP modeling.
Regional mapping	Regional analysis and map of existing thermal and electric generation resources as well as potential renewable thermal and electric generation based on high potential renewable energy resources, regional energy use, LEAP model, and land use constraints included
Statewide, regional, and local coordination	Description included of coordination with state, regional, and local on total energy activities (# of meetings/calls, participants, and outcomes)
	Description included of coordination with state, regional, and local organizations on thermal efficiency and alternative heating activities (# of meetings/calls, participants, and outcomes)
	Description included of coordination with state, regional, and local organizations on transportation system changes and land use strategy activities (# of meetings/calls, participants, and outcomes)
	Description included of coordination with state, regional, and organizations on conserving electricity and improving efficiency of delivery and end use activities, beyond efficiency utility activities (# of meetings/calls, participants, and outcomes)
	Description included of coordination with state, regional, and local organizations to identify energy resources, constraints, and potential generation sites, as well as results of regional meetings to review results and gain feedback (# of meetings/calls, participants, and outcomes)

Draft plan development	Draft thermal efficiency and alternative heating systems section included, based on LEAP analysis, scenario development, and input from state/regional/local organizations
	Draft transportation system changes and land use strategies section included, based on LEAP analysis, scenario development, and input from state/regional/local organizations
	Draft conserving electricity and improving efficiency and delivery of end use section included (beyond efficiency utility actions), based on LEAP analysis, scenario development, and input from state/regional/local organizations
	Draft state/regional maps of high potential areas/sites maps included, based on LEAP analysis, scenario development, and input from state/regional/local organizations (including assessment of potential generating capacity and summary report)

2. Mid-Project Report

- a. Summarize activities to date, making sure to address each of the performance measures above.
- b. Provide a summary of “lessons learned” to date that would be useful for other RPCs developing energy plans.

3. Final Regional Energy Plan Development

- a. RPCs merge space heating, transportation/land use, electricity conservation, and appropriate results from mapping/facility siting sections into draft regional energy plans.
- b. RPCs distribute draft plans to the Department of Public Service, towns, and other interest groups for review.
- c. Regional meetings on the draft plans – comments and suggestions received.
- d. RPCs make revisions to the draft plans, prepare final draft regional energy plans and distribute to towns, interest groups, and state agencies and departments.
- e. RPCs receive comments from towns, agencies and departments, and other interests and schedule/hold public hearings.
- f. RPCs make any final changes to the plans, hold hearings on the final regional energy plans.
- g. RPCs advance final regional energy plans to a vote of the full RPCs and distribute any adopted plans (and final plans, as appropriate) to municipalities and state agencies and departments, including the Department of Public Service.

PERFORMANCE MEASURES FOR FINAL PLANS

What was done (Y/N)?	How well was it done (for all four Regions)?
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Final plan development	Draft plans provided to DPS and state, regional, and local organizations for review (list of organizations to whom report was distributed)
	Summary included of regional meetings held (# and location of meetings, # and type of attendees, summary of input received)
	Draft plans revised based on comments (marked up and clean versions of plans, along with summary of changes made based on input received)
	Final drafts prepared and hearings held (# of hearings held, location and # of attendees)
	Final plans completed and advanced to a vote of the full RPCs, and submitted to DPS; DPS assisted with coordinating the CEP process (final plans along with summary of any changes made based on public hearings, status and description of the plan adoption process, and description of any CEP-related activities)

4. Final Project Report

- a. Summarize contract activities, making sure to address each of the performance measures above (and appending the summary addressing performance measures from the mid-term report).
- b. Provide a summary of “lessons learned” for the entire project/contract term that would be useful for other RPCs developing energy plans.

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Human Services (hereinafter called "State"), and Central Vermont Regional Planning Commission with principal place of business in Montpelier, Vermont (hereinafter called "Subrecipient"). Subrecipient is required by law to have a Business Account Number from the Vermont Department of Taxes. 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 Grant Agreement is for the services of an AmeriCorps*VISTA member(s) to perform tasks as assigned in the individual's VISTA Assignment Description (VAD). The VISTA Member is assigned for one year of service and is focused on fighting poverty in the state of Vermont through capacity building and indirect service, as described more extensively in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by State, the Subrecipient agrees to pay the State, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$6,000.
4. Grant Term: The period of Subrecipient's performance shall begin on 08/07/2015 and end on 08/16/2015 subject to final reporting requirements and to the terms and paragraphs entitled "Duration" in the Memorandum of Agreement between the Vermont Commission on National and Community Service and Corporation for National and Community Service (Attachment G).
5. Amendment: No changes, modifications, or amendments in the terms and conditions of this agreement shall be effected unless submitted in writing to, and approved by, the State.
6. Cancellation: This Subrecipient Grant Agreement may be terminated by the State at any time if: (a) The Subrecipient defaults in performance of this Subrecipient Grant Agreement by failing to meet the terms of this agreement. Included in performance default would be the Subrecipient's failure to make reasonable progress in the implementation of work for which it is responsible according to the VISTA Assignment Description, and fails to remedy the default within a period of thirty (30) days after receipt of a written notice from the State; (b) the funding source for any reason terminates its funding to the State for any reason or as provided for in Attachment G paragraph 13; or (c) the VISTA member has completed or exited service for any reason.
7. Contact persons: The Subrecipient's contact person for this award is: Bonnie Waninger, waninger@cvregion.com

Attachments: This Grant consists of 22 pages including the following attachments that are incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Customary State Grant Provisions
- Attachment E - Business Associates Agreement – N/A
- Attachment F - Other AHS Grant Provisions
- Attachment G - Memorandum of Agreement between Vermont Commission on National and Community Service and the Corporation for National and Community Service

Order of Precedence: The order of precedence of documents shall be as follows:

- 1) This document
- 2) Attachment C
- 3) Attachment A
- 4) Attachment B
- 5) Attachment F
- 6) Attachment G

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

STATE OF VERMONT

SUBRECIPIENT

By: _____

Hal Cohen
Secretary
Agency of Human Services


By: _____

Bonnie Waninger
Executive Director
Central Vermont Regional Planning Commission

Address: waninger@cvregion.com

APPROVED TO FORM:

By: _____

 E-SIGNED by Bill Ahlers
on 2016-02-16 15:58:57 GMT
Attorney General's Office

Business Office Approvals:

P.K. T.M. D.N.

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

This document defines the responsibilities of the State and the Project Site with respect to the assignment of up to **one (1) AmeriCorps*VISTA** member to perform service to strengthen and supplement the efforts of communities to provide *high-quality programs and opportunities for Vermonters as specified in the AmeriCorps*VISTA Assignment Description (VAD)*. The obligations of the parties are subject to the terms and conditions of the Memorandum of Agreement between the Corporation for National and Community Service (referred to as the Corporation) and the State of Vermont (Attachment G), existent federal laws, regulations, and Corporation policies applicable to the project, or which may become applicable to it subsequent to the execution of this Contract.

1. Responsibilities of the State

The State will

- a) Assist the AmeriCorps*VISTA Project Site in developing a VISTA Assignment Description (VAD) for each position.
- b) Assist in the provision of orientation and in-service training as specified in Attachment G.
- c) Assign an AmeriCorps*VISTA member(s) to Project Site, matching the interests and skills of the AmeriCorps*VISTA member(s) with tasks to be accomplished in the approved VAD.
- d) Provide support and serve as a resource to the Site in areas such as administrative responsibilities, and best practices.
- e) Retain full responsibility for the management and fiscal control of the project.
- f) Provide orientation, training, and technical assistance to Subrecipients.
- g) Provide orientation, training, professional development, and support to AmeriCorps*VISTA members.

2. Responsibilities of the Project Site

The Project Site will do the following:

- a) Read, maintain copies of, and follow the law, regulations, and policies governing the AmeriCorps*VISTA program of the Corporation as stated in the VISTA Supervisor's Manual (provided by The Corporation at <http://vistacampus.org/>, or by the State upon request) and follow all policies instituted by the State.
- b) Develop an acceptable VAD for the AmeriCorps*VISTA member on the form provided by the State for approval prior to assignment of an AmeriCorps*VISTA member. The VAD will set forth the activities and tasks that the member will focus on during service. To add tasks or alter the VAD, the Project Site will need to get written permission from the State. (See also 2.w.)
- c) Facilitate AmeriCorps*VISTA member selection by disseminating advertisements to local media, interviewing prospective applicants, contacting applicant references, selecting appropriate applicant, and ensuring that a complete AmeriCorps*VISTA application is received by the State by the required date (member application forms are due to State at least **50** days prior to the Pre-Service Orientation).
- d) Select a Site Supervisor for approval by the State; ensure that the Site Supervisor, prior to assuming supervisory duties, attends an orientation facilitated by the State; ensure that the Site Supervisor selects an appropriate designee to perform required duties if the Site Supervisor is not available; and inform the State immediately if the Site Supervisor changes and make sure that the new Site Supervisor attends the required

supervisor orientation. The Site Supervisor MUST be a paid staff member and the person who directly supervises the A*VISTA member.

- e) Ensure that the person selected as the AmeriCorps*VISTA member is not related by blood, marriage, or civil union to Project Site staff; responsible State staff (SerVermont); officers, or members of the State Commission's Advisory Board; officers or members of the Project Site's Board of Directors; or responsible Corporation program staff.
- f) Pay a cost share (\$3,000) and training and technical assistance registration (\$3,000) totaling \$6,000 for the AmeriCorps*VISTA member. **The cost share and training and technical assistance registration may not be paid with federal dollars.** Once the Member is placed at the Project Site, the State will send an invoice to the Project Site. The Project Site must pay the full amount due within thirty (30) days of receipt, unless the State otherwise specifies in writing. Failure to pay within thirty (30) days of receipt may result in the imposition of interest and penalties. The Project Site is required to pay the cost share and training and technical assistance registration if the AmeriCorps*VISTA applicant attends the Pre-Service Orientation and takes the oath of office. The cost share and training and technical assistance registration are non-refundable (See Attachment B). If a VISTA elects to extend their service, the subrecipient will be charged a pro-rated amount based on the length of the extension.
- g) Make every reasonable effort to ensure that the health and safety of the AmeriCorps*VISTA member is protected during the performance of his/her assigned duties. Project Site shall not assign or require the AmeriCorps*VISTA member to perform duties which would jeopardize his/her safety or cause him/her to sustain injuries.
- h) Provide day-to-day supervision of the activities of the AmeriCorps*VISTA member.
- i) Ensure that the Site Supervisor meets with the AmeriCorps*VISTA member for a one-hour supervision meetings at least weekly, or bi-weekly with written approval by the State, to give direction and support, solicit input, and inquire about the general well-being of the AmeriCorps*VISTA.
- j) Ensure that AmeriCorps*VISTA member completely fills out required weekly time-sheets and **ensure that the weekly timesheets are mailed to the State on the following Monday by United States mail or other method approved by the State.** Site Supervisor shall keep copies of all timesheets at the site. Site Supervisor shall track member use of personal leave [ten (10) days annually] and medical leave [ten (10) days annually].
- k) Provide mileage reimbursement and/or public transportation costs to the AmeriCorps*VISTA member for service related activities (e.g., off-site travel to service related meetings events, as well as training sessions, meetings, events, etc. sponsored by the Corporation, Vermont Commission on National and Community Service, or the State) as well as cover approved travel related expenses.
- l) Ensure that the AmeriCorps*VISTA member participates in all training sessions required by the State, the Corporation, SerVermont, or the Vermont Commission on National and Community Service. This includes allowing the AmeriCorps*VISTA member time off from the Project Site and ensuring that the AmeriCorps*VISTA member has transportation to and from the training. If an AmeriCorps*VISTA member misses a required training, meeting, or event, the Project Site may be responsible for reimbursing the State, Corporation, or the Vermont Commission for the per member cost of the training, meeting, or event.
- m) Ensure the successful retention of the VISTA throughout the program year by communicating timely notifications to SerVermont in the event of any any grievances or challenges faced at the host-site. Additionally, the host site will not make any job offer or encourage partner agencies to make any job offer to a current VISTA that would interfere with successful completion of their service term.

- n) Provide materials and office supplies related to the performance of the member's assignment and provide adequate working space to permit the AmeriCorps*VISTA member to perform his/her assigned duties outlined in the Site's most current VAD approved by the State and the Corporation.
- o) Keep at least a five hundred dollar (\$500) per member emergency fund for situations such as travel funds for emergency leave and living allowance advancement if AmeriCorps*VISTA member's check is delayed.
- p) Notify the State immediately regarding unscheduled departure of the AmeriCorps*VISTA member from the site and unscheduled changes of status and condition of the AmeriCorps*VISTA member, such as arrest, hospitalization, and absence without leave. Notify the State if the member will be away from the site for more than five consecutive business days for any reason, including attending conferences or using personal leave.
- q) Allow the AmeriCorps*VISTA member to participate in local emergency disaster relief efforts if needed. The Project Site will need to release the member from service at the site if the member's assistance in an emergency disaster relief effort is requested by the State, Vermont Commission on National and Community Service or the Corporation for National and Community Service. If none of those entities has requested member participation, then the Project Site will need to get permission from the State before allowing a member to participate in disaster relief.
- r) Allow and encourage the AmeriCorps*VISTA member to participate in Dr. Martin Luther King, Jr. Holiday activities; and encourage members to participate in other Days of Service (e.g., Green Up Day, National Volunteer Week, and Make A Difference Day) should activities be organized in the communities where the AmeriCorps*VISTA member is in service.
- s) Assist in reviewing performance of the AmeriCorps*VISTA member when requested by the State and/or the Corporation.
- t) Maintain such records and accounts, and make such reports and investigations concerning matters involving the AmeriCorps*VISTA member and the project as the Corporation or State may require. The Project Site agrees to retain such records as the Corporation or State may require for a period of **three (3) years** after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Corporation and/or State for the purposes of litigation, audit, or examination. Records should include timesheets; mileage reimbursement; number of volunteers recruited and number of hours served; names of donors, items donated, value; names of grantors, amounts of grants; and other relevant documents related to AmeriCorps*VISTA member service.
- u) Ensure that the Site Supervisor prepares, with input from the AmeriCorps*VISTA member, all required reports and submits complete reports, including all required documentation, to State on time.
- v) If providing a housing subsidy, child care subsidy, or any other subsidy on behalf of the member, inform the State of the amount, frequency of payment, and to whom the payment is made; ensure that the payment is NOT made to the member, but directly to the landowner or child care provider; inform the member that the subsidy might increase the amount of reportable income for tax purposes; and ensure that the site follows all laws, regulations, and policies of the U.S. Internal Revenue Service and the State of Vermont.
- w) Ensure that the service of the member does not deviate from the most current, approved VISTA Assignment Description (VAD). If changes to the VAD are needed, contact the State who will review proposed changes and make a determination if those changes fit within rules and regulations of AmeriCorps*VISTA and the objectives and regulations of the State. (See also 2.b.)
- x) Ensure that the Site Supervisor conducts an orientation for the A*VISTA member, pursuant to the written On-Site Orientation plan, and pertaining to the current VAD during the first weeks of service.

- y) Ensure that the member does not receive any cash benefit from the site. Members receive a living allowance, based on the poverty level, from CNCS.
- z) Inform the State if member enrolls or plans to enroll in any class, and ensure that the member understands that obligations to service supersede class requirements. VISTA Members who wish to take classes must receive approval from the Corporation and State prior to doing so.
- aa) All notices and communications required to be given to the State by the Project Site, except as otherwise specifically provided, shall be directed to SerVermont A*VISTA Program, c/o SerVermont, 109 State Street 5th Floor Montpelier, VT 05609-4801.
- bb) Notify the State at least sixty (60) days prior to completion of service if the Project Site and Member intend to extend the term of the VISTA member's service beyond twelve (12) full months.

3. Legal Restrictions

- a) The Project Site agrees that **no** AmeriCorps*VISTA member assigned under this Grant Agreement shall participate in, and/or **no** funds from the Corporation shall be used in, the following activities when such participation in and/or use of funds would result in the identification of the AmeriCorps*VISTA member or the appearance that the AmeriCorps*VISTA member is identified with the following:
 - 1. Partisan and non-partisan political activities, including voter registration or providing transportation to the polls.
 - 2. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
 - 3. Labor or anti-labor organization or related activities.
 - 4. Religious instruction, worship services, proselytizing, or any other religious activity as an official part of his/her duties.
- b) The Project Site agrees **not** to allow an AmeriCorps*VISTA member to appear before any elected body (national, state, local) without the prior approval of the State and/or Corporation.
- c) The Project Site agrees **not** to assign the AmeriCorps*VISTA member to activities that would result in the firing of or result in the displacement of employed workers, or impair existing contracts for services. Project Site also agrees not to assign to the AmeriCorps*VISTA member tasks and duties previously performed by paid staff.
- d) The Project Site agrees **not** to accept or permit the acceptance of compensation from or to the AmeriCorps*VISTA member or from beneficiaries of the service provided by the AmeriCorps*VISTA member.
- e) The Project Site agrees **not** to approve the involvement of the AmeriCorps*VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any protest demonstration whatsoever.

State contact for this contract is:

Robyn Baylor
AmeriCorps*VISTA Program Supervisor
robyn.baylor@vermont.gov
802-760-8208

**ATTACHMENT B
PAYMENT PROVISION**

The cost share dollar amount payable under this agreement is broken down into two dollar amounts, a cost share, which covers the States financial match obligations to the Corporation, and a training and technical assistance registration, which covers the costs of providing members with training and professional development activities. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. The Project site will pay to the State a **cost share** in the sum of \$3,000 and a Training and Technical Assistance Registration in the sum of **\$3,000**, per member totaling \$6,000.
2. The cost share and training and technical registration may not be paid with federal dollars.
3. Once the Member is placed at the Project Site, the State will send an invoice for the full amount to the Project Site. The Project Site must pay the full amount due within thirty (30) days of receipt, unless the State specifies otherwise in writing. Late payments will be subject to five percent (5%) late fee.
4. The Project Site is required to pay the cost share and training and technical registration if the AmeriCorps*VISTA applicant attends the Pre-Service Orientation and takes the oath of office.
5. The cost share and training and technical assistance registration are non-refundable.
6. Failure to pay the State may result in penalties, including removal of the VISTA member from the host site.

Invoices should be sent to the following email:

AHS.COContractsGrants@vermont.gov

Or can be mailed to:

Business Office – Accounts Payable
Office of the Secretary
Agency of Human Services
208 Hurricane Lane, Suite 103
Williston, VT 05495

**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.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ N/A per occurrence, and \$ N/A aggregate.

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 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. 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 any thing 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://bgs.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 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.
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.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the grant for provider performance using outcomes, processes, terms and conditions agreed to under this grant.
2. **2-1-1 Data Base:** The Grantee providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Grantee will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Grantees:**

Inspection of Records: Any grants accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and
Inspect and audit any financial records of such Grantee or subgrantee.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Grantee, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Grantee or subgrantee and provide for revoking delegation or imposing other sanctions if the Grantee or subgrantee's performance is inadequate. The Grantee agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all grants and subgrants between the Grantee and service providers.

Medicaid Notification of Termination Requirements: Any Grantee accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Grantee accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All Grantees and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Grantee agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. Privacy and Security Standards.

Protected Health Information: The Grantee shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this grant. The Grantee shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Grantee or subgrantee shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Grantee agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Grantee agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Grantee shall ensure that all of its employees and subgrantees performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Grantee agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Grantee or subgrantee, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Grantee shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Grantee is operating a system or application on behalf of the State of Vermont, then the Grantee shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Grantee's materials.

11. **Security and Data Transfers.** The State shall work with the Grantee to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Grantee of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Grantee to implement any required.

The Grantee will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Grantee will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Grantee will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Grantee shall securely delete data (including archival backups) from the Grantee's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Grantee shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Grantee as part of this agreement. Options include, but are not limited to:

1. Grantee's provision of certified computing equipment, peripherals and mobile devices, on a separate Grantee's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Grantee.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt 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, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Grantee will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The grantee will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Grantees are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

ATTACHMENT G
MEMORANDUM OF AGREEMENT BETWEEN SerVermont
AND THE
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA

MEMORANDUM OF AGREEMENT
between

Vermont Commission on National and Community Service
SerVermont
109 State Street
Montpelier, VT 05609-4801
EIN: 036000264

and

Corporation for National and Community Service
New Hampshire State Office
55 Pleasant Street, Room 1501
Concord, NH 03301-3954

*Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973,
as amended, 87 Stat. 394 hereinafter, the "Act"*

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) Vermont Commission on National and Community Service, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to thirty (30) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$90,816.00 to cost-share up to eight (8) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to twenty-two (22) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to eight (8) VISTAs and Summer Associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 20 of Part II of this Agreement.

I. GENERAL PROVISIONS

1. Duration of This Agreement

This Agreement is for one year, and shall become effective on the date of 04/19/2015 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement.

This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 04/19/2015 and shall end thereafter on 04/16/2016, unless terminated sooner by either or both of the parties.

2. Status of VISTA Members During Service

AmeriCorps VISTA members are eligible for all benefits and coverage provided to them under the Domestic Volunteer

Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

AmeriCorps VISTA members shall not be considered employees of the Sponsor. AmeriCorps VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

II. RESPONSIBILITIES OF THE PARTIES

1. CNCS Responsibilities. CNCS will:

- a. Select individuals to serve as AmeriCorps VISTA members at Sponsors, and enroll individuals as AmeriCorps VISTA members in the AmeriCorps VISTA program.
- b. Assign AmeriCorps VISTA members to the Sponsor. All member assignments are at the discretion of CNCS and subject to availability of funds.
- c. Provide technical assistance to the Sponsor in planning, development, and implementation of the project.
- d. Process and select member applications submitted by Sponsor.
- e. Provide AmeriCorps VISTA candidate in-processing and pre-service orientation at AmeriCorps VISTA program expense.
- f. Provide AmeriCorps VISTA members with any benefits to which each is eligible, as prescribed by statute and VISTA program policy. Depending on the eligibility and circumstances of each VISTA member, benefits may include living allowance, relocation assistance, end of service awards, health coverage, life insurance coverage, and/or child care coverage.
- g. Subject to the availability of funds, conduct training for the Sponsor's AmeriCorps VISTA supervisors(s).
- h. Periodically review and assist the Sponsor's use of AmeriCorps VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative part of the Project Application.
- i. Promptly respond to written requests by the Sponsor to remove any AmeriCorps VISTA member from the project in accordance with CNCS's policies and procedures.
- j. Provide the Sponsor timely information concerning applicable CNCS and AmeriCorps VISTA regulations, policies and procedures.
- k. Provide to AmeriCorps VISTA candidate and members information regarding volunteer discrimination complaint procedures, and grievance procedures, as provided in federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.
- l. Effect removals of AmeriCorps VISTA members from Sponsors, and effect early terminations from the AmeriCorps VISTA program of AmeriCorps VISTA members.

2. Sponsor Obligations. The Sponsor will:

- a. To the maximum extent practicable, consult with and use the people of the community to be served by AmeriCorps VISTA members in planning, developing, and implementing the project.
- b. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program.
- c. Operate the project in accordance with the approved Project Application.
- d. Prepare and have approved by the appropriate CNCS State Office a Volunteer Assignment Description (VAD) for each VISTA member assigned to the Sponsor.
- e. Engage in best efforts to accomplish the goals set out for the AmeriCorps VISTA members in the Project Application, and comply with the Assurances included within the Project Application.
- f. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming AmeriCorps VISTA members at the beginning of their service.
- g. Assist in the provision of pre-service, and in-service training (online or face-to-face), as specified in the Project Narrative.
- h. Supervise all assigned AmeriCorps VISTA members on a day-to-day basis, and as described in the Project Narrative.
- i. Provide on-the-job transportation, administrative resources and other project support needed to successfully conduct the project.
- j. Provide all AmeriCorps VISTA members grievance rights and procedures in accordance with federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.
- k. Maintain such records and accounts, including the tracking of leave taken by assigned AmeriCorps VISTA members, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project, as CNCS may require. The Sponsor agrees to retain such records as CNCS may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes,

and to provide access to such records to CNCS for the purpose of litigation, audit or examination.

l. If circumstances require, the Sponsor will advance up to \$500.00 to any AmeriCorps VISTA member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by CNCS when the Sponsor and AmeriCorps VISTA member have completed and submitted an AmeriCorps VISTA Payment Voucher. CNCS will not be responsible for the reimbursement of these funds unless the AmeriCorps VISTA Payment Voucher form is submitted to the State Program Director.

m. Report to the appropriate CNCS State Office, within 24 hours, the unscheduled departure of all assigned AmeriCorps VISTA members, and otherwise keep CNCS timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, medical emergencies, hospitalization, and absence without leave.

n. Submit Project Progress Reports within the required time frame.

o. Submit on-site orientation training plans to the appropriate CNCS State Office at least thirty (30) days in advance of the proposed starting date of such training. On-site orientation training must occur and be completed within the first two to four weeks of an AmeriCorps VISTA member's assignment to the Sponsor.

p. Ensure that the Sponsor's AmeriCorps VISTA Supervisor(s) participate(s) in AmeriCorps VISTA supervisory orientation provided by CNCS, and ensure training of subrecipient supervisors.

q. Make every reasonable effort to ensure that the health and safety of all assigned AmeriCorps VISTA members are protected during the performance of their assigned duties. The Sponsor shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.

r. By the effective date of this Agreement, the Sponsor must certify that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating project sites (i.e., subrecipients) are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.

s. On a biweekly basis, return the Sponsor Verification Form to the CNCS State Office within three (3) workdays of receipt. The Sponsor must indicate actual departure date(s) of AmeriCorps VISTA member(s) who leaves prior to completion of service date(s). The Sponsor must certify the Form even if no AmeriCorps VISTA members left/leave during the pay period covered by the form.

t. Should activities be organized in the communities where the AmeriCorps VISTA members are assigned for service, allow assigned AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week.

u. VISTA resources include the time and activities of the VISTA member CNCS assigns to the VISTA Sponsor and supports through VISTA member benefits. The Sponsor is required to ensure that all VISTA resources are properly used at all times. If CNCS determines that the Sponsor, and/or, if applicable, any subrecipient of the Sponsor (as described below in Section II.3. of this Agreement), has misused VISTA resources in violation of Federal law, Federal regulation, or the terms or conditions of this Memorandum of Agreement, the Sponsor and/or the subrecipient may be held financially responsible to reimburse CNCS for VISTA living allowances, and, if applicable, end of service awards and other CNCS funds provided in support of a VISTA member. Whether the Sponsor and/or the subrecipient is held financially responsible to reimburse CNCS is within CNCS's complete discretion.

3. Obligations of the Sponsor and any subrecipient of the Sponsors:

a. The Sponsor may carry out a VISTA project through, in part, one or more subrecipients. The Sponsor must enter into a subrecipient agreement with each subrecipient. A subrecipient agreement must have at least the following elements:

(1) A project plan to be implemented by the subrecipient;

(2) Records to be kept and reports to be submitted;

(3) Responsibilities of the parties and other program requirements;

(4) Suspension and termination policies and procedures.

(5) Written understanding and agreement that: (i) the subrecipient is required to properly ensure that all VISTA resources are used to carry out the VISTA project in conformity with all applicable CNCS laws, regulations, policies, procedures and program guidance; and (ii) the subrecipient must provide information to the Sponsor on the use of all VISTA resources; and

(6) Written understanding and agreement that while the Sponsor maintains responsibility for the subrecipient's proper use of VISTA members, the subrecipient may be held financially responsible to CNCS for the inappropriate use of all such VISTA resources by the subrecipient.

b. The Sponsor retains the responsibility for compliance with this Memorandum of Agreement; any agreements that it

has with subrecipient(s); all applicable regulations; and all applicable policies, procedures, and program guidance issued by CNCS regarding the VISTA program. The Sponsor shall not request or receive any compensation from a subrecipient for services performed by a VISTA member of Summer Associate.

c. The Sponsor shall not receive payment from, or on behalf of, the subrecipient for costs associated with VISTA program assistance, except for reasonable and actual costs incurred by the Sponsor directly related to the subrecipient's participation in a VISTA project.

4. Affiliation with Corporate for National and Community Service and AmeriCorps VISTA

a. The Sponsor must identify the project as an AmeriCorps VISTA project and assigned members as AmeriCorps VISTA members. In case where the Sponsor has one or more subrecipient(s) as described above in Section II.3., all subrecipient agreements related to the AmeriCorps VISTA project must explicitly state that the project is an AmeriCorps VISTA project and assigned AmeriCorps VISTA members are the resource being provided.

b. AmeriCorps VISTA is a registered service mark of the Corporation for National and Community Service. If a Sponsor uses a CNCS or AmeriCorps VISTA service mark or name, AmeriCorps VISTA must be identified as a Federal assistance provider. Sponsors and subrecipients must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. The Sponsor may not use or display the AmeriCorps VISTA name or logo in connection with any prohibited activity referenced in Sections 8-11 of Part II of this Agreement.

5. Joint Responsibilities

The Sponsor will identify and interview AmeriCorps VISTA applicants with support from CNCS. The Sponsor and CNCS will cooperate together in all pre-service and in-service trainings (online or face-to-face), in accordance with all applicable CNCS policies.

6. Prohibition on Nepotism

To avoid actual or apparent favoritism in the operation of an AmeriCorps VISTA project, CNCS's AmeriCorps VISTA program prohibits certain placement and assignment arrangements, as follows:

a. VISTA Members

An AmeriCorps VISTA member cannot be placed or assigned to an AmeriCorps VISTA project site if s/he:

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service; or

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service.

b. VISTA Project Supervisory Employees

A project site employee is prohibited from holding a VISTA project supervisory position if s/he:

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any CNCS official responsible for the AmeriCorps VISTA project;

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any CNCS official responsible for the AmeriCorps VISTA project;

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any project site employee who holds supervisory authority over him/her; or

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any project site employee who holds supervisory authority over him/her.

7. Nondiscrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

8. Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from CNCS, the Sponsor is responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Sponsor, its agents or supervisory employees should have known of the acts.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.

Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

9. Delegation and Subcontracting

The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement, with the exception of delegation or assignment to approved subrecipients. AmeriCorps VISTA members may be assigned by the Sponsor to perform duties with other public or private non-profit agencies or organizations ("project sites") as described in the Project Narrative and in accordance with written subrecipient agreements.

10. Supplemental Payments Prohibited

Monetary subsistence (living) allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Neither the Sponsor or its subrecipients may supplement these allowances in a manner that would interfere with the member's experience of living at or below the poverty level. Sponsors and subrecipients are strictly prohibited from providing VISTA members or Summer Associates with cash.

11. Prohibitions of Use of CNCS Assistance By Sponsor

The Sponsor agrees that no AmeriCorps VISTA member assigned to the Sponsor, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

- a. Partisan and non-partisan political activities associated with a candidate, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

12. Whistleblower Rights and Remedies for Employees of the Sponsor

A. The Sponsor is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at <http://www.cnscsoig.gov/contractor-whistleblower-protection-0#node-100>. As such, Sponsor is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:

1. Gross mismanagement or waste of a Federal contract or grant;
2. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);
3. A substantial and specific danger to public health or safety, or
4. A violation of law, rule, or regulation related to a Federal contract or grant.

B. The Sponsor is required to notify all of its employees that an employee may disclose suspected wrongdoing described above in Section 12.A. to any of the following:

1. The CNCS Office of Inspector General;
2. A CNCS employee responsible for contract or grant oversight or management;
3. A management official or other employee of the Sponsor who has the responsibility to investigate, discover, or address misconduct, or;
4. An authorized official of the U.S. Department of Justice or other law enforcement agency, a Member of Congress, or a representative of a committee of Congress, or the Government Accountability Office (GAO).

C. The Sponsor is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described above in Section 12.A., the employee may submit a complaint to the CNCS OIG within three (3) years of the date on which the alleged reprisal took place.

13. The Sponsor further agrees not to:

- a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.

- b. Assign AmeriCorps VISTA members to activities that would supplant the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
- c. Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.
- d. Request, charge or accept participation or application fees from VISTA members, VISTA candidates, and potential AmeriCorps VISTA candidates.
- e. Require or accept application fees from potential subrecipients, or require participation fees above and beyond the actual cost of support provided by the primary Sponsor.

14. Amendments

This Memorandum of Agreement may be amended at any time, in writing, executed by authorized representatives of the Sponsor, and the appropriate CNCS State Director, and, if appropriate, the appropriate CNCS Executive Officer. In addition all parties agree to amend this Agreement as required by paragraph 19 of Part II, "Increases in AmeriCorps VISTA Members Allowances During This Agreement."

15. Severability

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

16. Notices

All notices and communications required to be given to CNCS by the Sponsor, except as specifically provided in paragraph 17 of Part II, shall be directed to the CNCS State Program Director or Specialist at the State Program Office Address provided below. All notices to be given to the Sponsor by CNCS shall be directed to Robyn Baylor at SerVermont, 109 State Street, Montpelier, VT 05609-4801. In the event that any of the parties or addresses named in the above paragraph change, written notice to all other parties must be provided immediately. Such written notice should include the Project number and Sponsor EIN.

17. Termination, Suspension, Or Non-Renewal

Sponsor: Right to Terminate with Notice. The Sponsor may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to CNCS of its intent. CNCS: Right to Terminate or Suspend. CNCS may terminate or suspend this Agreement in accordance with applicable terms and procedures set forth in applicable Federal regulations and 42 U.S.C. § 5052. Sponsor understands and agrees that CNCS may take action to terminate or suspend this Agreement, or deny renewal of this Agreement or VISTA resources, for failure to comply with the applicable terms and conditions of this Agreement.

18. Order of Precedence

In the event of inconsistencies or conflicts between the Project Application and the Agreement, this Agreement shall govern.

19. Increases in AmeriCorps VISTA Payment Amounts During This Agreement

The parties to this Agreement are cognizant of the likelihood of future area-based "cost-of-living" increases to subsistence allowances, to which AmeriCorps VISTA members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and CNCS's regulations and procedures.

20. Cost Share Payment Provisions

a. *Bi-Weekly Allowance Payments Made By CNCS to VISTA members.* The Sponsor shall reimburse CNCS for biweekly payments to all cost-share VISTA members, covered by this Agreement, for their living allowances (i.e., monthly subsistence allowances) as stated in the Budget.

b. *Reimbursement Schedule For Sponsor to Pay Back CNCS.*

i. *CNCS Issues Monthly Invoices:* At the end of each month during which cost-share VISTA members are serving throughout the term of this Agreement, CNCS will provide the Sponsor with an invoice detailing the member allowance expenditures made by CNCS, on behalf of the Sponsor, in that month. The Sponsor will have 30 days to tender full reimbursement to CNCS of the total expenditures noted on the invoice.

ii. *Requirement For Full Reimbursement to CNCS By Due Date:* In accordance with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS's Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (31 CFR Parts 900 to 904), the Sponsor is required to fully reimburse CNCS for the expenditures that CNCS made to the cost-share VISTA member(s) on behalf of the Sponsor by the Due Date set forth on

the Invoice. Also, under federal law, any expenditures that CNCS makes to the cost-share VISTA member(s) on behalf of the Sponsor is considered a debt of the Sponsor, and CNCS must try to collect the debt it is owed.

c. Reimbursement Procedures For Sponsor to Pay Back CNCS.

All reimbursements made by the Sponsor to CNCS - i.e., monthly reimbursements and close-out payments for any amounts remaining due -- may be paid through www.pay.gov. Within 45 days after the end of the project (whether by termination or by expiration of this Agreement), CNCS shall provide a final accounting of member allowance expenditures, together with a final invoice for any amount remaining due, pursuant to the Sponsor's cost-share Agreement. Payment of any invoice described above is due within 30 days of the date of the invoice.

d. Interest, Administrative Costs, and Penalties For Non-Reimbursement And Delinquencies.

The parties to this Agreement understand that the reimbursement amounts that the Sponsor owes CNCS, as set forth in the invoices, discussed above in parts b. and c., are considered debts under Federal law and applicable regulations. As a federal agency, CNCS must comply with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS's Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (4CFR Part II.). Accordingly, CNCS is required to try to collect all debts that it is owed. Such debts include any and all reimbursement amounts that the Sponsor owes CNCS.

The Sponsor is required to pay CNCS the full reimbursement amount set forth on each invoice, by the date specified on the invoice. Any reimbursement amount unpaid by the Sponsor to CNCS by the date specified on the invoice becomes a delinquent debt. A debt becomes delinquent the day after the date specified on the invoice for the full reimbursement amount.

The parties to this Agreement understand that to the extent that the reimbursement amount that the Sponsor owes CNCS, as set forth on the invoice, becomes delinquent, the Sponsor is subject to interest on that delinquent debt in accordance with the DCIA at 31 U.S.C. § 3717. To the extent the Sponsor's debt remains delinquent for more than 60 days, CNCS shall initiate action to collect such debt with interest. In addition, in instances where the Sponsor has such debt that remains delinquent for more than 90 days, CNCS shall also initiate action to collect administrative costs and penalties. Debt collection may include referral to the U. S. Department of the Treasury, Debt Management Services. The debt may also be collected by the Internal Revenue Service through the U.S. Department of the Treasury Offset Program (TOP).

e. Non-Reimbursement or Delinquency May Result in Cessation of VISTA Operations

The Sponsor understands and agrees that if the full reimbursement amount set forth on each cost share invoice is not paid by the date specified on the invoice and thus becomes a delinquent debt, CNCS may deny refunding of the VISTA project, or suspend or terminate the VISTA project prior to the conclusion of the last term of service date for all VISTA members or Summer Associates currently assigned to the Sponsor, or may take such other action as is appropriate and legally available to CNCS. The Sponsor further understands and agrees that should CNCS take any action available to it as a result of a failure to make a full reimbursement amount set forth on each cost share invoice, that the debt owed by the Sponsor to CNCS is not extinguished, and that such debt remains due and owing regardless of other actions taken for violations of this Agreement.

<small>In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service shall each sign the Reimbursement of Agreement even though single signature only are required for the grant agreement.)</small>	
Sponsor	Corporation for National and Community Service
Electronically Signed By: Kathy Thibault	Electronically Signed By: Tally, Steven
Title	Title: State Program Director
Date: 11/11/15	Date: 11/11/15
Vermont Commission on National and Community Address: 100 State Street Montpelier, VT 05602-4301	Corporation for National and Community Service Address: New Hampshire State Office 100 River Street Room 1501 Concord, NH 03301-9911
Phone: (802) 424-4650	Phone: 603-225-7700
Sponsor Location Code Number: 41118	
Sponsor DCNS Number: 80370155	
	Electronically Signed By: Tally, Stephen
	Title: Budget Analyst
	Date: 11/11/15
	Corporation for National and Community Service Address: 1301 New York Ave NW Washington DC 20005
	Phone: 202-606-5628

CONTRACT FOR SERVICES
by and between the
CENTRAL VERMONT REGIONAL PLANNING COMMISSION
and
WATERSHED CONSULTING ASSOCIATES, LLC

This Agreement is made this 1st day of March, 2016, between Central Vermont Regional Planning Commission (CVRPC), with principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called "CVRPC") and Watershed Consulting Associates, LLC, with its place of business at 430 Shelburne Road, P.O. Box 4413, Burlington, VT 05406 (hereinafter called "CONTRACTOR").

CVRPC has received a grant from the Vermont Department of Environmental Conservation to complete project identification and construction activities related to the Northfield Stormwater Site Construction, which will serve to improve water quality by implementing projects that will allow nutrients and pollutants to settle out from stormwater runoff before it enters the Dog River. This will serve the dual purpose of protecting the State's water quality and supporting the CVRPC'S goal to protect and restore the Winooski River and its tributaries. (Grant Agreement No. 2016-ERP-2-13). All pass through requirements detailed in *Attachment A and B (CVRPC Standard Contract Provisions for Contracts and Grants and Department of Environmental Conservation Request for Approval to Subcontract)* of this Grant Agreement are incorporated into this contract between CVRPC and CONTRACTOR and are included in Attachments A and B herein.

In consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK

The CONTRACTOR agrees to perform work under this contract in accordance with Attachment C: Scope of Work and Time Line, and comply with the terms therein.

2. SERVICES TO BE PROVIDED BY THE CVRPC

CVRPC shall provide to CONTRACTOR all information and data identified in Attachment C which is under the jurisdiction of the CVRPC. CVRPC shall provide such information and data at times and in a manner sufficient to permit CONTRACTOR to perform such services in accordance with any schedule established herein and in Attachment C.

3. AMENDMENTS

No changes or amendments to the Agreement shall be effective unless reduced to writing, signed by authorized representatives of the CVRPC and CONTRACTOR, and approved as needed by the funding agencies.

4. BEGINNING WORK AND TERMINATION

4.a. The CONTRACTOR will commence the work required by CVRPC on the date of the execution of this contract document, and will complete the same in the time table specified in Attachment C, unless the period for completion is extended otherwise by CVRPC.

4.b This Agreement is funded through a cooperative agreement with the Vermont Department of Environmental Conservation (Grant Agreement No. 2016-ERP-2-13). If funding for these services is not continued by the Department, the CVRPC may terminate the Agreement as of that date and will compensate the CONTRACTOR only for those costs incurred from service initiation to the date of termination.

4.c This Agreement may be cancelled by either party by giving written notice at least 15 days in advance.

5. AGREEMENT FEE

5.a General. The total estimated cost of all activities to be performed under this Agreement is **\$16,372.00** which the CVRPC agrees to pay and the CONTRACTOR agrees to accept, as compensation for the performance of all services as outlined in Attachment C.

5.b Maximum Limiting Amount. The total amount to be paid to the CONTRACTOR shall not exceed the maximum limiting amount of **\$16,372.00**.

6. PAYMENT PROCEDURES

6.a The CVRPC shall pay, or cause to be paid, to the CONTRACTOR upon the receipt and acceptance of completed measures as outlined in Attachment C.

6.b The above payments shall be paid promptly, in accordance with applicable State and Federal regulations. The CVRPC will seek to make payments within forty five (45) days of receipt of an invoice from the CONTRACTOR.

6.c Invoices shall be submitted to the CVRPC c/o Dan Currier, CVRPC, 29 Main Street, Suite 4, Montpelier, VT 05602 or via email currier@cvregion.com

7. INTELLECTUAL PROPERTY

Work conducted under this Agreement may result in intellectual property, including but not limited to computer programs, which is copyrightable. CONTRACTOR and CVRPC shall retain joint ownership of all such property. Both parties shall have a royalty-free, non-exclusive and irrevocable right to reproduce, translate, publish, and use all materials resulting from activities under this Agreement for their own purposes and to authorize others to do so.

8. This Agreement shall be binding upon all parties hereto and the respective heirs, executors, administrators, successors, and assigns.
9. The interpretation of this Agreement will be governed by the laws of the State of Vermont. Attachments: This Agreement consists of 16 pages, including the following attachments that are incorporated herein:
 - A. Pass-thru requirements (Attachments A and B of Grant Agreement No. 2016-ERP-2-13)
 - B. Scope of Work and Time Line (Attachment C)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two copies, each of which shall be deemed an original on the date first above written.

CONTRACTOR:

CVRPC:

Authorized Representative

Authorized Representative

Name Andres Torizzo
Principal Hydrologist
Watershed Consulting Associates, LLC
430 Shelburne Road
P.O. Box 4413
Burlington, VT 05406

Name Byron Atwood
Central VT Regional Planning
29 Main St Suite 4
Montpelier, VT 05602

Date: _____

Date: _____

ATTACHMENT A

Standard Contract 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, and 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 Sub-recipient, with whom Central Vermont Regional Planning Commission (herein referred to as CVRPC) 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 CVRPC and the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, CVRPC 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, CVRPC may suspend or cancel this Grant immediately, and CVRPC shall have no obligation to pay Sub-recipient from CVRPC's or any State revenues.
5. No Employee Benefits For Party: The Party understands that CVRPC will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, or other benefits or services available to CVRPC employees, nor will CVRPC 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 CVRPC 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 CVRPC. The Party shall defend CVRPC, 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. CVRPC 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 CVRPC and its officers and employees in the event that CVRPC, 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 coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with CVRPC through the term of the Agreement. No warranty is made that the coverage 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

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 CVRPC and its officers and employees as additional insureds on all policies listed above for liability arising out of this Agreement.

8. Reliance by the CVRPC on Representations: All payments by CVRPC 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 proof 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, and if the Sub-recipient expends \$500,000 or more in Federal assistance during its fiscal year, the Sub-recipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit. The Sub-recipient may elect to have a program specific audit if it expends funds under only one Federal program and the Federal program's laws regulating grant agreements do not require a financial Statement audit of the Party. A Sub-recipient is exempt if the Party expends less than \$500,000 in total Federal assistance in one year.

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of CVRPC and 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. CVRPC, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirements of Title 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 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 of Vermont 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 the 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 sub-grant the performance of this agreement or any portion thereof to any other Party without the prior written approval of CVRPC. Party also agrees to include in all subcontract or sub-grant 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 CVRPC during the term of this Agreement.

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

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date this Agreement is signed, neither Party nor Party's principals (officers, directors, owners or partners)

nor subcontractors to be used on this project are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs 01' programs supported in whole or in part by Federal funds.

Other Provisions

19. Cost of Materials: Grantee will not buy materials and resell to CVRPC at a profit.

20. Work Product Ownership: Upon full payment by CVRPC, all products of the Grantee's work, including: **outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents**, become the sole property of CVRPC and shall remain accessible to the public. These items may not be copyrighted or resold by the Party.

21. Prior Approval of Press Releases: Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form under this Agreement shall be submitted to CVRPC for approval prior to release.

22. Ownership of Equipment: Any equipment purchased by or furnished to the Sub-recipient by CVRPC under this Agreement is provided on a loan basis only and remains the property of CVRPC .

23. Davis-Bacon Act: The contractor will comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for Federally assisted construction contractors where construction is part of the contract.

24. Confidential Information. During the course of the work contemplated in this agreement, the sub-recipient 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.

25. Lobbying: Sub-recipient certifies to the best of his or her knowledge and belief that: No Federal appropriated funds have been paid nor will be paid, by or on behalf of the sub-recipient, 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.

26. By signing this Contract agreement, the Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been or will be paid, by or on behalf of the Contractor, 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 any 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.

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, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award of documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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. 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 \$160,000 for each such failure.

27. Federal Government funds may be used on this project. The following Federal requirements apply:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during reemployment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

28. The Contractor shall provide all material, labor, equipment, and facilities necessary for the completion of the project.

29. The Contractor is assumed to be thoroughly familiar with all requirements of the contract and specifications, having investigated the site and satisfied his/herself regarding the character of the work and local conditions that may affect his performance.

30. The Contractor shall be responsible for any damage occurring to the existing premises during the construction project.

31. The Contractor shall take extreme care to avoid pollution of surface water, groundwater, and air.

32. CVRPC shall not be held responsible for any damage caused by vandalism to either the project or the Contractor's property.

33. The Contractor shall remove all construction equipment, materials, and debris caused by the project from the site at the conclusion of the project.

34. The Contractor shall be responsible for safety on the job. The Contractor shall take due care to protect the public. The Contractor shall protect the rights and property of adjacent land owners and shall be fully responsible for any damage beyond the limits of construction shown on the plans. The Contractor shall take due care to protect the property of CVRPC. Damage to roads and structures caused by tracked vehicles and trucks shall be repaired at the Contractor's expense.

35. Any work on this Contract which is "Professional Engineering Services" as defined in 26 V.S.A. § 1161 must be performed by a Licensed or Registered Professional Engineer as required in 26 V.S.A. §

1162.

36. Compliance with Other Laws. The Contractor shall comply with all applicable laws and regulations including:

When applicable, the Contractor shall comply fully with the OSHA standard for hazardous waste operations and emergency response as found in 29 CFR 1910.120.

The Contractor shall purchase and maintain adequate liability coverage for all aspects of the project as outlined in Section 7 of this agreement.

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

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

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA or VTrans may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).

37. Professional Liability Insurance. Before commencing work on this contract and throughout the term of this contract, Contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with a minimum coverage of \$1 million per occurrence / \$1 million aggregate.

38. Cancellation. Normal cancellation procedures notwithstanding, CVRPC reserves the right to order immediate suspension of Contractor operations and termination of this Agreement in the event of Contractor negligence or Contractor practices in apparent violation of State or Federal law or regulations.

39. Payment Provisions: The Contractor shall provide the site investigation services listed in attachment A to CVRPC at the rates listed in the scope of work attached to this Agreement. Work performed will be on a time and materials basis; however, CVRPC will require that a written hour and cost estimate for the performance of each of the requested services be submitted and approved prior to the start of work. The contractor shall immediately notify CVRPC if costs for the performance of any task exceed or are expected to exceed the written estimate, and the contractor will supply a new estimate for CVRPC approval. The contractor will not be reimbursed for any services or expenses which have not been previously approved by CVRPC. Subcontractor rates shall be consistent with those provided in Company's scope of work dated 2/18/2016. Markups for subcontractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary contractor services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this contract. The contractor shall submit monthly invoices to CVRPC during months when work is performed under the terms of this contract. Charges will be separated by specific project task (e.g. Phase I, Phase II, CAFI, CAP) and include the estimated task amount and total charges billed to task to date. Projects will be identified on the invoice by the site name and site number (if applicable) provided by CVRPC project manager. In addition, the words "Targeted Brownfield Assessment" will be prominently displayed at the top of each invoice. This will facilitate our internal budget tracking for each contract.

All invoices shall be sent to CVRPC at the following address: 29 Main Street, Suite 4, Montpelier, VT 05602. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the project manager, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.

Attachment B
Language to be Included in All Subcontracting Agreements

11. Taxes Due To The State:

- a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor 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. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

12. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract 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.

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

13. Subcontractors: Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of CVRPC. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.

Department of Environmental Conservation
Request for Approval to Subcontract

Date of Request: 2/26/16
Original
Grantee/Contractor: Central Vermont Regional Planning Commission
Address: 29 Main St Suite 4 Montpelier, VT 05602
Phone Number: 802-229-0389
Agreement #: 2016-ERP-2-13
Subcontractor Name: Watershed Consulting Associates, LLC
Address: 430 Shelburne Road P.O. Box 4413 Burlington, VT 05406
Phone Number: 802.922.4871
Contact Person: Andres Torizzo

Tasks include:

Design Tasks

- Meeting with CVRPC and Town of Northfield for site walk and review preliminary designs.
- Draft Final Site Designs for CVRPC and Town to Review and Approve.
- Completed Final Designs with Professional Engineer stamp.

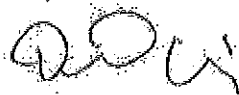
Construction Project Manager Tasks

- Attend site visit with interested Construction firms April 2016
- Assistance with Review and Selection of Construction firm for installation of stormwater site based on RFP.
- Onsite Construction Project Manager to verify that the installation and site work for the bio retention basin, catch basins, and stormwater lines are installed as designed.
- As-built Drawings once the construction is completed

Scope of
Services:

Maximum Amount:: \$ 16,372.00

Grantee/Contractor
Signature:



State Contact Person: Lynnette Claudon
Phone 802-490-6226
State Grant/Contract
Manager Signature:

DEC Business Office Review

Approval: _____ Date: _____

Attachment C

Scope of Work, Time Line, and Cost Estimate

Contractor Responsibilities

The contractor will help CVRPC first in the completion of the final designs for the bio retention basin stormwater site behind the Legion Hall on Depot Square in Northfield, VT in preparation of the construction request for proposals (RFP). Secondly they will assist as the onsite construction project management to verify that the installation and site work for the bio retention basin, catch basins, and stormwater lines are installed as designed.

Tasks include:

Design Tasks

- Meeting with CVRPC and Town of Northfield for site walk and review preliminary designs.
- Draft Final Site Designs for CVRPC and Town to Review and Approve.
- Completed Final Designs with Professional Engineer stamp.

Construction Project Manager Tasks

- Attend site visit with interested Construction firms.
- Assistance with Review and Selection of Construction firm for installation of stormwater site based on RFP.
- Onsite Construction Project Manager to verify that the installation and site work for the bio retention basin, catch basins, and stormwater lines are installed as designed.
- As-built Drawings once the construction is completed.

Time Line:

Measure: Design Tasks	Deliverable	Timeframe
1. Meeting with CVRPC and Town of Northfield for site walk and review preliminary designs.	Meeting minutes	3/1/16-4/1/16
2. Draft Final Site Designs for CVRPC and Town to Review and Approve.	Draft Final Site Designs	3/1/16-4/1/16
3. Completed Final Designs with Professional Engineer stamp.	Final Site Designs with Professional Engineer stamp.	3/1/16-4/1/16
Measure: Construction Project Manager Tasks	Deliverable	Timeframe
4. Attend site visit with interested Construction firms.	Meeting Summary	4/1/16-5/1/16
5. Assistance with Review and Selection of Construction firm for installation of stormwater site based on RFP.	Meeting Summary	5/1/16-6/1/16
6. Onsite Construction Project Manager to verify that the installation and site work for the bio retention basin, catch basins, and stormwater lines are installed as designed.	<ul style="list-style-type: none"> • 30% Construction Completion Report • 60% Construction Completion Report 	6/1/16-10/1/16

	<ul style="list-style-type: none">• 90% Construction Completion Report	
7. As-built Drawings once the construction is completed.	Updated Site Designs and memo on instillation	10/1/16-12/15/16

Cost Proposal



CVRPC -- Depot Square Stormwater Retrofit Final Design and Construction Oversight

1. Cost Proposal:

Task	Key Team Member Roles	Person Hours	Hourly Rate	Cost
Task 1 - Design Tasks				
Sub-Task 1a: Site Walk and Design Review	A. Torizzo	4	95	\$ 380.00
	D. Allen	4	75	\$ 300.00
	Subtotal	8		\$ 680.00
Sub-Task 1b: Final Engineering Design	A. Torizzo	30	95	\$ 2,850.00
	D. Allen	20	75	\$ 1,500.00
	Subtotal	50		\$ 4,350.00
Sub-Task 1c: Complete Final Engineering Design (w/P.E. Stamp)	A. Torizzo	15	95	\$ 1,425.00
	D. Allen	10	75	\$ 750.00
	B. Chenette	5	95	\$ 475.00
	Subtotal	30		\$ 2,650.00
Mileage				\$ 108.00
Task 1	Person Hours Project Total	88		\$ 6,538.00
Task 2 - Construction Oversight Tasks				
Sub-Task 2a: Site Visit w/Project Bidders	A. Torizzo	4	95	\$ 380.00
	D. Allen	4	75	\$ 300.00
	Subtotal	8		\$ 680.00
Sub-Task 2b: Review/Selection of	A. Torizzo	4	95	\$ 380.00
	D. Allen	4	75	\$ 300.00
	Subtotal	8		\$ 680.00
Sub-Task 2c: Onsite Construction Management	A. Torizzo	15	95	\$ 1,425.00
	D. Allen	15	75	\$ 1,125.00
	B. Chenette	15	95	\$ 1,425.00
	Subtotal	45		\$ 3,975.00
Sub-Task 2d: As-Built Drawings	A. Torizzo	15	95	\$ 1,425.00
	D. Allen	10	75	\$ 750.00
	Subtotal	25		\$ 2,175.00
Mileage				\$ 324.00
Task 2	Person Hours Project Total	88		\$ 7,899.00
TOTAL COSTS	Person Hours Project Total	184		\$ 16,372.00



MEMO

Date: February 26, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Bright Blue Media Proposal

Staff is requesting Executive Committee waiver of CVRPC's GIS Cost of Services policy to dedicate up to 80 hours of service for a landscape analysis using land cover, contours, and natural constraints and other GIS work in support of Bright Blue EcoMedia's regional permaculture design collaboration.

Last August, CVRPC and other partners sponsored a one-day workshop aimed at inspiring meaningful conversations and action towards the creation of resilient regional systems. The workshop was part of a broader effort by Bright Blue EcoMedia to learn how permaculture design principles might be applied on a regional scale. Bright Blue EcoMedia is an educational non-profit whose mission is to communicate transitional strategies through film (<http://brightbluemedi.org/>). CVRPC presented a summary of the Commission's 2012 Central Vermont Food Systems Assessment and facilitated a discussion on identifying opportunities for a regenerative, locally based business network.

Bright Blue has proposed additional collaboration with CVRPC (see attached proposal). Generally, the collaboration would include:

- 1) Exploring forest farming to diversify Vermont's woodlands; and
- 2) Developing permaculture-based land management strategies based on regional contour review.

Vermonters have always used forestlands for hunting and foraging. Increasingly, forestland is being used for commercial edibles harvesting. The floods of 2011 have increased public lands acquisition to support flood resiliency. While this land will remain undeveloped, it also offers an opportunity to explore management strategies that offer multiple benefits. Bright Blue's team of researchers and practitioners can explore a unique aspect that may interest municipalities.

CVRPC uses slope as a factor in natural resource considerations for land use. A regional contour analysis followed by input from Bright Blue's collaborative may provide a new perspective to assist CVRPC in refining its land use and climate resilience strategies.

Working with the collaborative offers CVRPC access and partnership opportunities with UVM, the Center for the Agricultural Economy, local agricultural enterprises, and a non-profit media company. This access opens doors for future collaboration.

Permaculture Cooperative of Central Vermont (working title)
Bright Blue EcoMedia
<http://designabundance.weebly.com>

Proposed Collaboration With
Central Vermont Regional Planning Commission (CVRPC)
January 2016

"As we continue to witness degradation, and increasing volatility in our political, economic and ecological systems, it is critical that we be proactive in our solutions. We need to start locally, and design democratically owned, regionally controlled and ecologically resilient systems." -- Vic Guadagno, Bright Blue EcoMedia;

Bright Blue Permaculture Group:

In 2014 Bright Blue EcoMedia (Montpelier, VT) spearheaded an initiative aimed at exploring the application of permaculture design principles on a regional scale in Central Vermont. The initiative, or design process, was formed to strategically organize experienced designers, community members, local institutions and young researchers to collectively explore the application of permaculture as a strategy to contribute to a resilient region. We are seeking design solutions to our land management, as well as new economic systems to create equity and resiliency in our region. We are forming partnerships with ecological, social and economic innovators to create tangible solutions.

Mission: To provide design and implementation strategies for the formation of democratically owned, regionally controlled and ecologically resilient systems that contribute to localized sustainability and a shift in our cultural narrative.

Objectives:

- Provide biological products and services
- Conduct research on land-use practices and watershed resiliency
- Contribute to regional water quality strategies
- Develop educational programming for our local schools and visiting professionals students
- Generate educational information and media

Priorities of Bright Blue and Central Vermont Planning Commission Collaboration:

Over the past 40 years examples have been established that demonstrate the effectiveness of Permaculture as a site-specific design strategy. There is increasing interest in applying these design principles on larger scales and Bright Blue is proposing the use of Permaculture as a tool in regional design. We are assembling a team of regional planners, ecological designers, educators, economists, etc. to conduct a Permaculture design of central Vermont. A partnership with the CVRPC is critical for this process. We suggest two initial areas of focus:

1 - Forest Farming and diversifying Vermont's woodlands

A key component of Permaculture Design is biological diversification and the replication of natural systems. We hope to contribute to CVRPC's ongoing efforts to identify diverse yields from Vermont forests. We will assemble a team of researchers and practitioners, to investigate Agroforestry potential in Vermont's Forest Management Plan. A recent excerpt from Bright Blue's film, *The Resilient Ones*, discusses Agroforestry. -<https://goo.gl/2htGwl>

2- Regional Contour Review and Land Management Strategies

We would like to collaborate with the CVRPC GIS team to review regional contour patterns and compare to land-use strategies. We propose that best management practices could emerge that would vary based on specific site characteristics. These would be driven by geospatial characteristics (orientation, slope, bio-diversity, animal integration, etc.). We intend to design broad land-management strategies with emphasis on earthworks/water management and biological guilds – for productivity and water harvesting.

Roles and Responsibilities of Bright Blue Permaculture Collaborative:

1. Provide input to CVRPC's ongoing forest management research
2. Offer permaculture input to planning and GIS mapping, specifically contour management & forestry considerations
3. Support planning and coordination efforts for the *Designing Abundance* workshop series
4. Provide media support and promotional supporting the Bright Blue / CVRPC partnership

Roles and Responsibilities of Central Vermont Regional Planning Commission:

1. Provide input relevant to the permaculture design of Central Vermont. Specific areas of interest include: 1.) Contour; Land Use & Access, 2.) Water Quality, 3.) Forestry and 4.) Regional Food System Assessment
2. Support GIS mapping efforts of Bright Blue Permaculture Cooperative

Permaculture Cooperative of Central Vermont – Partners:

- | | |
|---|--|
| • Bright Blue EcoMedia | • Sho Farm |
| • Central VT Regional Planning Commission | • Maple Wind Farm |
| • GUND Institute of Ecological Economics | • Bear Roots Farm |
| • UVM's Ecological Design Collaboratory | • Lintilhac Foundation |
| • Vermont Bean Crafters | • The Center for an Agricultural Economy |

Permaculture Cooperative of Central Vermont - Operating Group:

- Vic Guadagno, Bright Blue EcoMedia
- Sarah Shaw, UVM '15
- Aaron Guman, Walking Onion LLC
- Graham Unangst-Rufenacht, Robinson Hill Beef
- Kyle Devitt, Entrepreneur
- Baylen Karl Slote, True North Way & Vermont Bean Crafters
- Charlotte Root, Spread Your Roots

Permaculture Cooperative of Central Vermont - Steering Committee (proposed):

- | | |
|-------------------|--------------------|
| • Joe Bossen | • Walt Poleman |
| • Jon Erickson | • Amy Seidl |
| • Bruce Hennessey | • Bonnie Wanninger |
| • Melissa Hoffman | • Sarah Waring |

Objectives for 2016:

- Conduct Regional Design in collaboration with Regional Planning Commission and UVM
- Permaculture Design Certification course (PDC) June 19th-July 1st
- *Designing Abundance* workshop
- Edible Forest Gardens Intensive (August 2016)
- Additional short courses & public lectures



MEMORANDUM

TO: Central Vermont Regional Planning Commission Executive Committee

FROM: Eric Vorwald, AICP
Senior Planner

RE: **Regional Plan Update Schedule**

DATE: February 22, 2016

The purpose of this memo is to provide the Executive Committee with a status report on the schedule for completing the Central Vermont Regional Plan update and to solicit guidance on how to proceed. Staff is proposing a deviation from the current schedule to allow additional time to complete other efforts that will directly feed into the 2016 Central Vermont Regional Plan update.

Background

The amendment process for the Central Vermont Regional Plan has taken two separate tracks including updates and revisions. Specifically:

1. An eight year update to the 2008 plan to ensure it meets current statutes. The proposed schedule looks to readopt the plan by September 2016
2. Intermediate revisions to address short-comings of the 2008 plan as outlined by the *2013 Regional Plan Assessment* that evaluated all regional plan for compliance with statute.

These two processes have occurred simultaneously.

Based on the *2013 Regional Plan Assessment*, the remaining item for the CVRPC to address regarding revisions to the 2008 Central Vermont Regional Plan is an implementation program. Previous revisions have been duly adopted by the Commission. Four elements remain to be updated. These elements include:

- Housing (*text is complete pending Commission approval*)
- Energy (*first draft of the text has been reviewed by the Draft Review Committee*)
- Land Use including Substantial Regional Impact (*TBD*)
- Implementation (*TBD*)

Given the number of staff involved and the length of time that has passed since the update was initiated, staff recommends the Commission review previously completed chapters for internal consistency and editing prior to adoption.

In March, the CVRPC, along with three other RPCs will be starting on a regional energy plan that will be used to support goals outlined in the State's Comprehensive Energy Plan. This 2-year effort will include a detailed analysis of the region's energy needs and go beyond what is being proposed through the energy element of the regional plan update. This work is being completed under a separate contract between the RPCs and the State of Vermont and the work will be used to inform the update to the regional plan's energy element.

Decision

Staff requests guidance from the Executive Committee to determine whether updating Plan Central Vermont should be paused while the detailed energy plan is developed.

Regardless of whether *Plan Central Vermont* updates continue or are paused, re-adoption of the existing plan would occur beginning May 2016 to keep the plan current and meet the Commission's statutory obligations.

If *Plan Central Vermont* updates continue, staff recommends completing only limited updates to the energy element to avoid duplication of effort. The Commission would need to decide whether those updates incorporate guidance on energy siting. Bringing the full plan update process to conclusion would take approximately one year.

If *Plan Central Vermont* updates are paused, staff recommends re-adoption of the existing plan include elements that have been updated along with an implementation plan (an implementation plan is required by the CVRPC's ACCD contract). Once the regional energy plan is complete, the results will be incorporated into *Plan Central Vermont* and plan updates will continue. Pausing the update process will extend the full plan update by at least two years and the CVRPC would be required to add at least a half time position as soon as the regional energy plan agreement is signed. (Note: adding a half time position as of July 1 is likely to be recommended regardless due to increases in workload.)



Central Vermont Regional Planning Commission

Board of Commissioners

Tuesday, March 8, 2016

7:00 p.m.

Steakhouse Restaurant

1239 US Route 302, Berlin, VT

(Directions Attached)

5:00-7:00 pm – Retirement Event for Laurie Emery

7:00 pm – Board of Commissioners Meeting

1. **7:00** Public Comments
2. **7:05** Adjustments to the Agenda
3. **7:08** February 9, 2016 meeting minutes (attached)*
4. **7:10** Staff Reports (attached) and any updates
5. **7:15** Executive Director's report (attached) and any updates
6. **7:25** Central VT Economic Development Corporation report
7. **7:30** Nominating Committee Appointment*
8. **7:35** Municipal Shared Services
Workshop on Legislative Alternatives and H. 249, Regional Council of Governments
9. **8:15** Regional Plan Housing Element (attached)
 - a. Proposal for Alternatives to a Housing Distribution Plan
 - b. Acceptance of Housing Element*
- 9:00** Adjournment

* denotes anticipated action item



Central Vermont Regional Planning Commission

FY16 Strategic Goals

Mission:

The mission of CVRPC is to assist member municipalities in providing effective local government and to work cooperatively with them to address regional issues.

Goal 1: Enhance Financial Security

Strategies:

- a) Budget and grant funds are managed in a sustainable and transparent manner.
- b) CVRPC's financial system is restructured to more fully utilize Quickbooks.
- c) Reserve fund are increased to \$30,000 (5-year goal is six months operating reserves).
- d) Grant proposals are budgeted to cover the most administratively efficient level of expenses as direct costs.
- e) Policies are refreshed and created to strengthen organizational oversight and comply with 2 CFR Part 200 requirements.

Measurements:

- a) Executive Committee members evaluate budget and financial reports as transparent and understandable.
- b) Overall budget targets are met or exceeded (reported on annually after audit).
- c) Staff is trained in the requirements of 2 CFR Part 200, as applicable to individual positions.
- d) Audit reports are unqualified.
- e) Reserve fund target is met or exceeded.
- f) Indirect expenses are reduced by 10%.
- g) Policies/procedures are created or updated by June 30, 2016, including:
 - Subrecipient Oversight Monitoring Policy,
 - Contract Administration Procedure,
 - Travel Policy,
 - Procurement Policy,
 - Records Retention and Access Policy,

- Grants Management Manual,
- Expense Allocation Policy, and
- Personnel Policies.

Goal 2: Create Operational Excellence

Strategies:

- a) CVRPC identifies 5-year strategic goals.
- b) Staffing is stabilized at 7.5 Full Time Equivalents (FTE).
- c) CVRPC staff have the knowledge and tools to further the Commission's goals. Staff have skills and knowledge that are interdisciplinary.
- d) Staff are professional and their accomplishments are recognized.
- e) Commissioners understand of the role of the Commission and Commissioners, and the activities the Commission undertakes.

Measurements:

- a) CVRPC develops overall goals and a FY2016 strategic plan to measure progress on the goals.
- b) Regional Planner position is filled with senior level staff.
- c) Finance/Office Manager position is filled by March 1.
- d) Personnel Policies are revised and adopted.
- e) Staff participate in at least three professional development opportunities, at least one of which is outside an individual's current project discipline.
- f) CVRPC's performance appraisal system is revised to engage staff in their own professional development, provide meaningful feedback, set measures for the future, and provide the Commission with an understanding of staff strengths and opportunities for improvement.
- g) An annual work program is developed and distributed to Commissioners.
- h) Commissioners view Commission meetings as effective and engaging.
- i) Commissioners understand the role and value of the Commission, and their role as a Regional Commissioner.

Goal 3: Service Enhancement

Strategies:

- a) The organization pursues funding opportunities in line with Regional Plan priorities.
- b) Organizational thinking is aligned to anticipate municipal needs.
- c) Local and regional plan implementation activities are strengthened by building CVRPC project development services.

1 Measurements:

- 2 a) The Commission defines Regional Plan priorities during the Plan's development.
3 b) Municipal plans are reviewed for implementation assistance needs.
4 c) A municipal survey is conducted to assess local assistance and regional needs.
5 d) At least three plan implementation activities are identified that CVRPC can assist
6 municipalities to move forward in CY2016 grant funding cycles.
7 e) CVRPC's FY2017 workplan includes technical assistance for at least one need in every
8 municipality.
9

10 **Goal 4: Increase Perception of CVRPC as Leader and Partner**

11
12 Strategies

- 13 a) CVRPC activities are visible at local, regional, state, federal levels.
14 b) State and Federal Legislators seek input from CVRPC staff about proposed legislation.
15 c) CVRPC's relationship with CVEDC is enhanced.
16

17 Measurements:

- 18 a) Project briefs are created at the conclusion of projects and are widely distributed.
19 b) Municipal boards understand Commission services and capacity.
20 c) VAPDA views CVRPC as a performing Commission.
21 d) Legislators view CVRPC as a resource.
22 e) Commissioners are aware of legislation that may affect local and regional planning.
23 f) The CVEDC Board and Executive Director view CVRPC as relevant to economic
24 development activities.

