



## Central Vermont Regional Planning Commission

### EXECUTIVE COMMITTEE MEETING

Tuesday, July 5, 2016 at 4:00 p.m.

Central Vermont Chamber of Commerce

*Paine Turnpike South, Berlin*

Change of  
Location

Page **AGENDA**

4:00 Adjustments to the Agenda

**Public Comment**

2 4:05 **Transportation Planning Initiative Work Program & Budget** (enclosed)\*, *Steve Gladczuk*

4 a) Review and approve FFY16 adjustment; authorize Chair to sign agreement.

11 b) Review and approve FFY17 workplan and budget.

23 4:15 **Contract/Agreement Authorization** (enclosed)\*, *Dan Currier*

26 a) *G and N Excavation, Northfield Village Green* – Construction of a stormwater bioretention area in Northfield.

40 b) *VT Dept. of Environmental Conservation, 3-Town Stormwater Masterplan* – Develop a stormwater masterplan for Barre City, Barre Town, and Plainfield.

58 c) *VT Dept. of Environmental Conservation, Berlin Stormwater Masterplan* – Develop stormwater masterplan for the Town of Berlin.

78 4:25 **Meeting Minutes** – June 6, 2016 (enclosed)\*

81 4:30 **Financial Report** (enclosed)

85 4:35 **Executive Director Report** (enclosed)

4:45 **Commission Policies and Guidelines** (enclosed)\*

Annual review. Adjust as needed.

87 a) Role of the Executive Committee

89 b) Nominating Committee Guidelines

90 4:55 **RPC/DPS Disaster Response Memorandum of Agreement** (enclosed)\*

Discuss and approve staff participation in weekend and holiday work when activated (calls to municipalities; relay information to and/or staff State Emergency Operations Center)

95 5:00 **Commission Meeting Agenda** (enclosed)\*

96 5:05 **Personnel Policy Manual** (provided previously; comments received enclosed)

5:30 **Executive Session** – 1 V.S.A §313(3), Personnel

6:00 **Adjourn**

\*Denotes anticipated action item

**NEXT MEETING: Monday, August 29, 2016 at 4:00 p.m.**



## MEMO

Date: June 28, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: FFY16 Transportation Planning Initiative (TPI) Work Program and Budget Adjustment

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### Background

Using state and federal transportation funds provided through the Transportation Planning Initiative (TPI) program, RPCs provide outreach and transportation planning services in their regions. The TPI program was created in the 1990s by the Vermont Agency of Transportation (VTrans) to provide a mechanism and process to consult with Vermont citizens and local officials on transportation policy, planning, and project development. RPCs also provide the connection between transportation and land use planning. The TPI also provides an important platform for incorporating key federal transportation emphasis areas into statewide and regional planning activities.

### Action Item

As part of the TPI program, RPCs prepare an annual work program and budget, which are incorporated into an RPC's agreement with the VTrans. RPCs may adjust the work program and/or budget will approval from VTrans. Adjustments of significance may require grant agreement amendments.

CVRPC needs to adjust its FFY 16 Work Program and budget to incorporate additional activities and to align expectations for its anticipated budget outcome. Requested changes to the work program are highlighted in bold text and include:

<i>Activity</i>	<i>Reason</i>
a. Prepare and update policies and procedures to maintain compliance with state and federal laws, procedures, and requirements, including updating internal controls to monitor the work program.	a. Policies and procedures should be reviewed regularly and updated as needed. Updates are required to comply with 2 CFR Part 200.
b. Purchase supplies, equipment (GIS computer, tablet, booster antennae, field laptop, high quality GPS unit), and	b. CVRPC is building its internal capacity to provide more services to towns, in part to assist towns to meet Clean Water Act requirements.

<i>Activity</i>	<i>Reason</i>
software necessary to complete the work program; repair and maintain equipment as necessary.	
c. Engage regional and statewide partners, other RPCs, and municipalities in a Housing + Transportation Affordability outreach program workgroup.	c. CVRPC's VISTA member completed the analysis and is preparing a Story Map as an outreach tool. CVRPC will facilitate a work group aimed at planning and implementing an outreach program.
d. Participate in Emergency Management training and activities.	d. Transportation program staff will cross train in emergency management activities in support of building a resilient transportation system.
e. Coordinate the region's participation in the VTrans Aviation Program.	e. VTrans requested RPCs foster and support local involvement in the Aviation Program.
f. Organize a Knapp Airport Committee.	f. VTrans requested RPCs foster and support local involvement in the Aviation Program.
g. Participate in the Systemic Local Road Safety Program <sup>1</sup> .	g. VTrans requested RPCs review the regional systemic and crash data analysis and supplement it with local knowledge to identify and prioritize sites, assist as necessary with project development, and monitor results before and after improvements have been implemented.

The budget adjustment aligns the budget with anticipated hours by staff and expected direct expenses. It also converts funds originally anticipated for staffing into funds for equipment purchases. CVRPC customarily budgets funds for equipment annually. Staff requests that the anticipated FFY17 purchase be moved into the FFY16 program. This will maximize field work in the upcoming year and permit the organization to complete a consultant-based study under the FFY17 agreement. The Transportation Advisory Committee (TAC) requested that study monies be reinstated at the earliest opportunity.

The TAC reviewed and approved the FFY16 Work Program and Budget Adjustment on at its June 28 meeting. **Staff is requesting Executive Committee approval of the adjustment. The equipment purchase adjusts CVRPC's FY16 organizational budget.**

<sup>1</sup>The Systemic Local Road Safety Program (SLRS) complements the VTrans High Risk Rural Roads Program (HRRR) to enhance highway safety on all local roads by implementing low cost safety improvements. The SLRS program addresses rural and urban roads that are locally maintained by a municipality and have less than 5,000 vehicles per day, and focuses on risk factors rather than primarily crash history to identify sites for improvements.

1 CVRPC FY 16 TRANSPORTATION PLANNING INITIATIVE WORK PROGRAM

2 Approved by CVRPC TAC 06/28/16, CVRPC Executive Committee \_\_\_/\_\_\_/16

3 **Submitted:** \_\_\_/\_\_\_/16

4  
5 **EXHIBIT 1 (New Tasks In Bold)**

6  
7 Overall Goals

8  
9 The regional transportation planning program is intended to achieve the following goals:

- 10  
11 1. To improve linkages between transportation planning and planning for land  
12 use, economic development, and natural resources at the regional and local  
13 levels;  
14  
15 2. To provide for increased participation by municipalities and members of the  
16 public, in making transportation decisions; and  
17  
18 3. To facilitate implementation of transportation projects through greater  
19 understanding of transportation issues and opportunities.  
20  
21 4. To improve and streamline the linkage between the transportation planning  
22 process and GIS resources.  
23  
24

25 **TASK 1. PROGRAM ADMINISTRATION**

26  
27 CVRPC will be responsible for the management of financial, reporting, and auditing  
28 requirements related to this program. Staff is experienced in the administration of  
29 Federal, State, and local contracts and is familiar with Federal and State financial and  
30 audit procedures. Local officials, Commission representatives and members of the  
31 general public will have access to information regarding the administration of this  
32 planning initiative.  
33

- 34 1. maintain and supervise staff and consultant services necessary to undertake the  
35 work program.  
36  
37 2. **prepare and update policies and procedures to maintain compliance with**  
38 **state and federal laws, procedures, and requirements, including updating**  
39 **maintain** internal controls to monitor the work program.  
40  
41 3. work cooperatively with VTRANS in an evaluation of the overall program to  
42 define strengths and deficiencies in meeting the objectives as defined in the  
43 VTRANS/CVRPC agreement for services.  
44  
45 4. prepare FY 17 (October 1, 2016 - September 30, 2017) work program.  
46

5. prepare monthly reports on work program activities and financial accounting;
6. manage financial reporting to meet Federal and VTRANS requirements;
7. prepare a fourth quarter financial plan by July 1, 2016.
8. **purchase supplies, equipment (GIS computer, tablet, booster antennae, field laptop, high quality GPS unit), and software necessary to complete the work program; repair and maintain equipment as necessary.**
9. Annual TPI Performance Report

## TASK 2. PUBLIC PARTICIPATION AND COORDINATION

1. through written communication and meetings coordinate ongoing transportation planning activities with adjacent regional commissions (Addison, Chittenden, Lamoille, Northeastern Vermont, and Two Rivers-Ottawaquechee), public transit providers, economic development agencies, human service providers & advocates, and VTRANS.
2. **engage regional and statewide partners, other RPCs, and municipalities in a Housing + Transportation Affordability outreach program workgroup.**
3. provide local officials and members of the public, with information through newsletters and other materials to better understand the planning process, evaluation of needs, and development of transportation solutions.
4. hold monthly meetings with the Central Vermont Regional Transportation Advisory Committee.
5. through written communication and meetings to solicit public participation in the identification of transportation problems and solutions.
6. participate in the update and implementation of current VTRANS Plans by facilitating public input through forums and other public meetings as appropriate.
7. plan and facilitate road foreman roundtables.
8. participate in the annual statewide hearing for the State Transportation Improvement Program.
9. work with town zoning, sub-division, and site plan review regulations to help incorporate access management principals and techniques.
10. educate municipalities on the reasons and benefits of adopting the latest codes

1 and standards.

2  
3 11. coordinate TAC involvement in the Statewide modal and policy plans, and others.

4  
5 12. conduct public outreach and participation for the Regional Transportation Plan  
6 update.

7  
8 **13. participate in Emergency Management training and activities.**

9  
10 14. monitor current transportation projects by reviewing the five year VTRANS  
11 Capital Program and Project Development Plan, and the STIP.

12  
13 15. to undertake necessary training to address work program responsibilities,  
14 including federal financial training.

15  
16 16. participate and coordinate VTrans Way to Go! Initiatives.

17  
18 17. educate the region on the Vermont State Highway Safety Program.

19  
20 **18. coordinate the region's participation in the VTrans Aviation Program.**

21  
22 **19. organize a Knapp Airport Committee.**

23  
24  
25 **TASK 3. LONG RANGE TRANSPORTATION PLANNING**

26  
27 1. maintain, distribute, and verify through local officials and business/community  
28 leaders future land use, demographic, and transportation network characteristic.  
29 Including Housing Transportation Costs.

30  
31 2. continue updating the Region Transportation Plan.

32  
33 3. participate in the Statewide Long Range Transportation Plan update, and other  
34 State modal planning.

35  
36 4. Inventory & Evaluation of On-Road Bicycle Facilities along State Highways.

37  
38 5. participate in Transportation System Resiliency Planning.

39  
40  
41 **TASK 4. SHORT RANGE TRANSPORTATION PLANNING**

42  
43 1. review and provide recommendations on transportation elements of town plans.

44  
45 2. assist communities participating in the planning aspects of Transportation  
46 Alternatives, Byway, Bicycle/Pedestrian, Strong Communities/Better

- 1 Connections, discretionary, Cross Vermont Trail Association, Mad River Path  
2 Association initiatives, and other grant Programs.  
3
- 4 3. review transportation issues of ACT 250 proposals and traffic impacts of local  
5 development proposals.  
6
- 7 4. conduct traffic monitoring by maintaining current data for major roads, problem  
8 areas, and to respond to local requests.  
9
- 10 5. conduct bicycle and pedestrian counts.  
11
- 12 6. conduct park and ride counts.  
13
- 14 7. collect town highway major collector HPMS data.  
15
- 16 8. conduct municipal complete streets implementation inventories.  
17
- 18 9. conduct town highway bridge and culvert inventories.  
19
- 20 10. provide technical assistance for the Vermont On-Line Bridge and Culvert  
21 Inventory Tool.  
22
- 23 11. participate in public transit planning.  
24
- 25 12. monitor changes of transit systems in the region and update transit mapping.  
26
- 27 13. support enhancement of the Elderly & Disabled Transportation Program.  
28
- 29 14. work with GMT and human service providers to improve planning & coordination  
30 of services.  
31
- 32 15. participate in the update of the GMT Transit Development Plan.  
33
- 34 16. participate and coordinate efforts with VTRANS, GMT, and communities to  
35 develop travel demand management measures (including Go Vermont,  
36 Montpelier Multi-modal Center).  
37
- 38 17. support Safe Routes to School planning.  
39
- 40 18. participate in an assessment of bicycle & pedestrian infrastructure in the vicinity  
41 of schools participating in the Safe Routes to School Program.  
42
- 43 19. conduct outreach to schools.  
44
- 45 **20. participate in the Systemic Local Road Safety Program.**  
46

1 21. participate in Road Safety Audit Reviews.

2  
3 **22. support municipal road stormwater management plans.**

4  
5 23. support municipal transportation capital improvement plans.

6  
7 24. assist towns in developing a road surface management system, sign, ditch  
8 inventories and other transportation related databases.

9  
10  
11 **TASK 5 - PROJECT DEVELOPMENT PLANNING**

- 12  
13 1. identify local issues that relate to scoping analysis.
- 14  
15 2. facilitate public participation during scoping analysis and the project development  
16 process, and participate in public meetings.
- 17  
18 3. assist communities with managing Local Transportation Facilities Projects.
- 19  
20 4. prioritize VTrans Projects, and check conformance with Regional Plan.
- 21  
22 5. prioritize District paving.
- 23  
24 6. provide outreach and coordination for accelerated & high impact projects.
- 25  
26 7. provide outreach and coordination for road diet projects.
- 27  
28  
29



# Central Vermont Regional Planning Commission

**Exhibit 2 - Budget Detail by Task Category**

Task	Task Description	Agreement Amount
Task 1	Administration	\$38,002
Task 2	Public Participation and Coordination	\$43,118
Task 3	Long Range Transportation Planning	\$36,588
Task 4	Short Range Transportation Planning	\$88,656
Task 5	Project Development Planning	\$13,403
Total		\$219,767

**Exhibit 3 - Budget Detail by Expense Category**

RPC Staff Position and Rate SFY16	Total Hours	Total Cost
Executive Director \$37.02	226	\$8,367
Sr. Transportation Planner \$28.24	1,580	\$44,619
GIS Manager \$28.93	320	\$9,258
GIS Planner \$19.64	671	\$13,178
Asst. Planner \$18.63	5	\$93
Asst. Planner \$15.87	40	\$635
Off./Grants Manager \$29.32	110	\$3,225
Fin/Off Manager \$30.05	30	\$902
Emergency Planner \$19.94	0	\$0
Senior Planner \$20.19	40	\$808
Intern \$13.00	80	\$1,040
Total	3,102	\$82,124

Indirect Costs		
Staff Position & Indirect Rate at 137.31% of SFY16 hourly rate	Total Hours	Total Cost
Executive Director \$50.83	226	\$11,488
Sr. Transportation Planner \$38.78	1,580	\$61,267
GIS Manager \$39.72	320	\$12,712
GIS Planner \$26.97	671	\$18,095
Asst. Planner \$25.58	5	\$128
Asst. Planner \$21.79	40	\$872
Off./Grants Manager \$40.26	110	\$4,429
Fin/Off Manager \$41.26	30	\$1,238
Emergency Planner \$27.38	0	\$0
Senior Planner \$27.72	40	\$1,109
Intern \$17.85	80	\$1,428
Total	3,102	\$112,764

Direct Costs	Total Cost
Contractual	\$0
Travel	\$4,629
Supplies & Equipment	\$20,000
Meeting Expenses	\$250
Data & References	\$0
Postage	\$0
Copy & Print	\$0
Advertising	\$0
Total	\$24,879

Fund Allocation			
Task	Task Description	CVRPC Share	VTrans Share
Task 1	Administration	\$3,800	\$34,202
Task 2	Public Participation and Coordination	\$4,312	\$38,806
Task 3	Long Range Transportation Planning	\$3,659	\$32,929
Task 4	Short Range Transportation Planning	\$8,866	\$79,790
Task 5	Project Development Planning	\$1,340	\$12,063
Subtotal by Share		\$21,977	\$197,791
Agreement Total			\$219,767

**Notes:**

CVRPC share comes from annual appropriations from the Vermont Agency of Commerce and Community Development

(Municipal & Regional Planning Fund) and CVRPC's member municipalities

VTrans share comes from federal transportation funds provided by the U.S. Department of Transportation Federal Highway

Administration and state transportation funds appropriated by the Vermont Legislature

Exhibit 4 - Time-Task-Cost Summary

A. Personnel (Hours)<sup>1</sup>

Task #	Task Description	Exec. Dir.	Sr. Trans. Planner	Program Mgr.	GIS Planner	Planner	Asst. Planner	Asst. Planner	Off/Grants Mgr.	Fin/Off Mgr.	Planner	Senior Planner	Intern	Total Hours
1	Administration	50	60	5	3				30	30				178
2	Public Participation & Coordination	40	520		10				40					610
3	Long Range Transportation Planning	50	550	15			5		40			20		675
4	Short Range Transportation Planning	45	450	300	653				40			20		1,503
5	Project Development Planning		200											200
	<b>Total</b>	<b>276</b>	<b>1,580</b>	<b>320</b>	<b>673</b>		<b>5</b>		<b>110</b>	<b>30</b>		<b>40</b>	<b>80</b>	<b>2,102</b>

B. Direct Costs (\$<sup>2</sup>)

Task #	Task Description	Contract	Travel	Supplies/Equipment	Meeting Expenses	Data/Ref	Postage	Copy/Print	Advertising	Total
1	Administration		\$4,629	\$20,000	\$250					\$24,879
2	Public Participation & Coordination									\$0
3	Long Range Transportation Planning									\$0
4	Short Range Transportation Planning									\$0
5	Project Development Planning									\$0
	<b>Total</b>	<b>\$0</b>	<b>\$4,629</b>	<b>\$20,000</b>	<b>\$250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,879</b>

C. Cost Proposal Summary (\$)

Task #	Task Description	Exec. Dir.	Sr. Trans. Planner	Program Mgr.	GIS Planner	Planner	Asst. Planner	Asst. Planner	Off/Grants Mgr.	Fin/Off Mgr.	Planner	Senior Planner	Intern	Total Personnel	Indirect	Direct	Total Costs
1	Administration	\$37.02	\$28.24	\$18.93	\$19.64	\$19.64	\$18.93	\$18.93	\$29.32	\$30.05	\$19.94	\$20.13	\$13.00	\$35,330	\$7,693	\$24,379	\$35,002
2	Public Participation & Coordination	\$2,851	\$1,684	\$145	\$59	\$59	\$0	\$0	\$850	\$902	\$0	\$0	\$0	\$5,520	\$24,949	\$0	\$49,118
3	Long Range Transportation Planning	\$1,481	\$24,085	\$0	\$196	\$196	\$0	\$0	\$1,173	\$0	\$0	\$0	\$0	\$15,412	\$24,170	\$0	\$35,588
4	Short Range Transportation Planning	\$9,582	\$9,884	\$494	\$98	\$98	\$0	\$0	\$1,173	\$0	\$0	\$404	\$1,040	\$37,359	\$57,997	\$0	\$88,556
5	Project Development Planning	\$7,703	\$12,708	\$8,679	\$12,825	\$12,825	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,648	\$7,755	\$0	\$13,403
	<b>Total</b>	<b>\$8,367</b>	<b>\$44,615</b>	<b>\$9,256</b>	<b>\$13,478</b>	<b>\$13,478</b>	<b>\$99</b>	<b>\$99</b>	<b>\$3,225</b>	<b>\$902</b>	<b>\$0</b>	<b>\$808</b>	<b>\$1,040</b>	<b>\$87,224</b>	<b>\$12,764</b>	<b>\$24,379</b>	<b>\$119,767</b>
															<b>Agreement Total</b>		<b>\$119,767</b>

Indirect Rate of 137.31%	Indirect per employee	\$11,488	\$61,267	\$12,712	\$18,095	\$128	\$872	\$4,429	\$1,238	\$0	\$1,109	\$1,428	\$12,764
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Notes

- Some CVRPC job titles will be changing on July 1, 2016. New job titles are shown above the current titles when changes will be made.
- Contractual Audit services, engineering services as needed for problem evaluation
- Travel: Mileage, transportation, parking, rooms
- Supplies: Office and traffic-counting supplies, mapping supplies used for transportation planning
- Equipment: Counting and inventory equipment, computers used for transportation planning
- Meetings: Meeting room space, other associated costs, meals, conference / workshop fees
- Data / Ref: Reference materials, portion of cost of new orthophotography
- Postage: Large packages, special mailings
- Copies / Printing: Reproduction costs, including photocopies (\$0.05 8 1/2 x 11 color) and outside print/copy services
- Advertising: Advertising, legal notices



## Central Vermont Regional Planning Commission

### MEMO

Date: June 28, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: FFY17 Transportation Planning Initiative (TPI) Work Program and Budget

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#### Background

See FFY16 TPI Work Program and Budget Adjustment memo.

#### Action Item

As part of the TPI program, RPCs prepare an annual work program and budget, which are incorporated into an RPC's agreement with the VTrans. VTrans requires an RPC's Board of Commissioners approve the information prior to its incorporation into an agreement. For CVRPC, the full Commission has delegated agreement approval to the Executive Committee.

*The FFY17 Work Program* is a substantial rewrite of CVRPC's past submittals. The Work Program has been:

- reformatted to increase readability,
- reorganized to reflect TPI guidance provided by VTrans,
- expanded to more fully describe the work CVRPC intends to complete through the program,
- strengthened to define personnel assigned to major tasks and the products that will be produced, and
- refined to incorporate CVRPC-specific activities.

Personnel titles reflect modified job titles approved by the Executive Committee in May<sup>1</sup>. The titles become effective on July 1.

The Executive Committee approved the CVRPC FY17 budget at its May meeting. Since that approval, VTrans has confirmed that it will provide CVRPC with an additional \$10,000 for CVRPC's work to provide technical support to RPCs and municipalities for the Vermont Online Bridge and Culvert Inventory Tool (Task 6). CVRPC, through its GIS Manager, has been providing this support for several years using its base TPI funding. VTrans provided the additional funds in recognition of the excellent and extensive assistance CVRPC has contributed. These additional funds may, or may not, continue in subsequent

agreements. These new funds allow CVRPC to “free up” the funds it had been using and contribute them toward the consultant services requested by the TAC.

*The FFY17 TPI Budget demonstrates CVRPC’s intent to remove program silos and cross train staff among its major programs. The Assistant Planner, Planner II (EM Planner), and Senior Planner (Land Use) will be working with municipalities in various aspects of transportation planning, such as grant writing, community engagement, and access management issues as they related to bylaw development.*

A side-by-side comparison of the FFY16 Adjusted and FFY17 budgets should not be done..  
Reorganization of the work program to follow VTrans guidance resulted in activities shifting among major tasks.

The budget information will be modified slightly before submittal to VTrans to reflect actual hourly rates for staff. The Executive Committee needs to set the Executive Director’s FY17 salary before the Director can confirm salaries for the remainder of staff. This will result in slight shifts among major tasks, but it should not substantially modify allocations among them.

The TAC reviewed and approved the FFY17 Work Program and Budget on at its June 28 meeting. **Staff requests Executive Committee approval.**

<sup>1</sup>Position Title Conversions for Reference

Current Title	New Title	Staff Member
Executive Director	Executive Director	Bonnie Waninger
GIS Manager	Program Manager	Dan Currier
Senior Transportation Planner	Senior Planner	Steve Gladczuk
Senior Planner	Senior Planner	Eric Vorwald
GIS Planner	Planner	Ashley Andrews
Emergency Planner	Planner	Laura Ranker
Assistant Planner	Assistant Planner	Gail Aloisio
AmeriCorps VISTA	Assistant Planner	Marian Wolz
Intern	Planning Technician	Phil Lavoie (summer 2016)

# CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## FFY 2017 Transportation Planning Initiative

Federal Fiscal Year: October 1, 2016 to September 30, 2017

Approved by: CVRPC TAC 06/28/16, CVRPC Executive Committee \_\_\_/\_\_\_/16

Submitted: \_\_\_\_, 2016

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### EXHIBIT 1: WORK PROGRAM

#### Purpose and Summary

This document describes the Central Vermont Regional Planning Commission (CVRPC) Transportation Planning Initiative (TPI), Federal Fiscal Year 2017 Work Program. The transportation program is continually adapted to meet the needs of our 23 municipalities, the region at large, and the work tasks developed cooperatively with the Vermont Agency of Transportation. This work program is a summary of work tasks with more specific work scope and schedule guidance being provided by VTrans and/or our member communities. Implicit in this agreement is that CVRPC staff will hold themselves to a professional standard and seek training opportunities in all relevant transportation and planning related topics. The regional transportation planning program is intended to achieve the following goals:

1. To improve linkages between transportation planning and planning for land use, economic development, and natural resources at the regional and local levels;
2. To provide for increased participation by municipalities and members of the public, in making transportation decisions;
3. To facilitate implementation of transportation projects through greater understanding of transportation issues and opportunities; and
4. To improve and streamline the linkage between the transportation planning process and GIS resources.

The CVRPC TPI Work Program has enabled creation of the Transportation Element of the Regional Plan, organizes regional priorities for VTrans projects, enables municipalities to learn about VTrans planning processes, provides transportation planning services to municipalities, provides local input into state planning processes, and studies transportation problems.

The current Work Program continues the above activities. In addition activities have been added to strengthen the transportation / land use linkage, assist municipalities to plan for a resilient transportation system, and plan for Clean Water initiatives.

This work program is presented in six task areas, each corresponding to VTrans FFY 2017 Transportation Planning Initiative (TPI) guidance materials and direction from VTrans. The narrative for each includes a description of the goals, objectives, and activities/products proposed to address the tasks.

## TASK 1. PROGRAM ADMINISTRATION

CVRPC will be responsible for the management of financial, reporting, and auditing requirements related to agreement fulfillment. Staff is experienced in the administration of federal, state, and local agreements and is familiar with federal and state financial and audit procedures. Local officials, Commission representatives, and members of the general public will have access to information regarding the administration of this planning initiative. This task involves the activities necessary for the proper management of the TPI work program and the development of future work programs.

Included are the following activities:

1. hire, train, and supervise staff, and hire, supervise, and evaluate consultants as necessary to undertake the work program.
2. prepare and update policies and procedures to maintain compliance with state and federal laws, procedures, and requirements.
3. participate in a commission-wide audit, in conjunction with other CVRPC programs and in conformance with federal standards.
4. develop an indirect cost proposal.
5. work cooperatively with VTrans in an evaluation of the overall program to define strengths and deficiencies in meeting the objectives as defined in the VTrans/CVRPC agreement for services.
6. develop work plans and budgets and staff time devoted to mid-year reviews.
7. conduct financial reporting to meet federal and VTrans requirements, such as preparation of monthly billings, monthly progress reports, and weekly status reports regarding work accomplishments and financial status.
8. purchase supplies, equipment (none anticipated), and software necessary to complete the work program; repair and maintain equipment as necessary.
9. complete annual TPI and VAPDA Performance Reporting.

Personnel: Executive Director, Finance & Office Manager, Senior Planners, Program Manager, Planner 1

Products: Administrative activities will be ongoing throughout the agreement period. Specific products will include equipment purchase and procurement documentation, monthly invoices, progress reports, an annual audit report, indirect cost proposal, related proposals, subcontracts, work programs and budgets, and the CVRPC FY16 Annual Report and VAPDA SFY2016 Annual Report.

## **TASK 2. PUBLIC PARTICIPATION AND COORDINATION**

The purpose of this task is to ensure that the general public, business owners, and other stakeholders have the opportunity to participate in the regional transportation planning process both individually and through their locally elected officials. This includes work efforts related to municipal, regional and interagency coordination, citizen participation, public informational meetings associated with the Regional Commission's transportation planning program and special transportation planning projects. Staff will continue to act as a liaison between the municipalities and VTrans.

Included are the following activities:

1. coordinate transportation planning activities with adjacent regional commissions, public transit providers, economic development agencies, human service providers & advocates, housing organizations, VTrans, and other organizations, such as development and implementation of CVRPC's Housing + Transportation Affordability outreach program.
2. publish and advertise informational materials regarding activities of the Regional Transportation Planning Program and related VTrans planning efforts. Media can include newsletters, website and social media content, and other materials to enhance understanding of the planning process, evaluation of needs, and development of transportation solutions.
3. meet regularly with VTrans staff to discuss the development, implementation and progress of programs and activities of interest to the region's member municipalities.
4. monitor the development of legislation affecting local and regional transportation; communicate information as appropriate.
5. attend various trainings, seminars, and conferences in an effort to expand knowledge and expertise in subjects relevant to transportation planning.
6. coordinate and facilitate the Central Vermont Transportation Advisory Committee (TAC) and coordinate their activities with local officials, groups, and other regional TACs and their involvement in statewide modal and policy plans.
7. solicit public participation in the planning process, including sponsor and convene informational meetings and public hearings (such as annual STIP/Capital Program hearings) and coordinate and participate in VTrans-sponsored events (such as TPI meetings and workshops).
8. engage the public in the identification of transportation problems and solutions.
9. participate in the update and implementation of current VTrans plans by facilitating public input through forums, public meetings, and other engagement tools as appropriate.
10. coordinate, facilitate, and provide technical support for quarterly road foreman roundtables.
11. serve on various transportation-related task forces and study committees.

12. attend meetings of local boards and commissions on transportation related topics.
13. provide outreach and assistance to municipalities in integrating good access management practices into local plans, regulations, and ordinances, such as Marshfield's rural and village districts zoning update.
14. conduct outreach to municipalities on adoption and use of codes and standards.
15. engage the public in the Regional Plan update as it pertains to transportation planning.
16. participate in emergency management training and activities to support a resilient transportation system.
17. monitor current transportation projects by reviewing the five year VTrans Capital Program and Project Development Plan, and the STIP.
18. participate and coordinate VTrans Way to Go! Initiatives to meet the needs of Central Vermont.
19. educate the region on the Vermont State Highway Safety Program.
20. coordinate the region's participation in the VTrans Aviation Program, including organizing a Knapp Airport Committee.
21. obtain in-house reference materials, such as periodicals, manuals and textbooks, on transportation planning, engineering, and related topics, for use by staff, local officials and the public.

Personnel: Executive Director, Finance and Office Manager, Senior Planners, Program Manager, Planners, Assistant Planners, Planning Technician

Products: Public participation and outreach activities will be ongoing throughout the agreement period. Specific products will include meeting announcements and minutes, written recommendations and correspondence as appropriate, the newsletter, a written report regarding the Way to Go! Commuter Challenge planning efforts.

### **TASK 3. LONG RANGE TRANSPORTATION PLANNING**

Long range transportation planning includes development and incorporation of transportation planning into the Regional Plan, corridor management plans and modal specific plans. All modes of transportation should be considered and integrated into the overall transportation system. A basic component of a region's planning work should be a systematic review of multi-modal transportation needs based on existing and future land use patterns, socioeconomic characteristics and trends, environmental challenges and other driving factors. This task includes activities specifically related to long-range transportation system planning and analysis, i.e., database and GIS system development and maintenance, systems analyses, the adoption of the regional transportation plan to the Regional Plan,



1 corridor management, and all long-range transportation system management activities.

2  
3 Included are the following activities:

- 4  
5 1. maintain, distribute, and verify through local officials and business/community leaders future  
6 land use, demographic, and transportation network characteristics.
- 7  
8 2. continue to incorporate transportation planning into the Regional Plan.
- 9  
10 3. conduct outreach to local officials and the public on, and participate in, the Statewide Long  
11 Range Transportation Plan update .
- 12  
13 4. participate in working groups, steering committees, and/or advisory committees of VTrans-  
14 managed planning projects, such as acting as a technical advisor and participating in task teams  
15 for VTrans' Transportation System Resiliency Planning.
- 16  
17 5. inventory and evaluate on-road bicycle facilities along state highways.
- 18  
19 6. participate in Corridor Management Planning efforts to integrate local and regional  
20 perspectives.
- 21  
22 7. coordinate intermodal, multimodal, and freight transportation planning activities, including  
23 bike/pedestrian systems planning.
- 24  
25 8. coordinate inter-regional efforts, such as clean water planning for inter-regional roads.
- 26  
27 9. provide technical support to assist municipalities with transportation resilience planning, such as  
28 updates to the transportation sections of Local Hazard Mitigation Plans for Moretown, East  
29 Montpelier, Warren, Duxbury, Waterbury, Berlin, Plainfield, Williamstown, and Woodbury; and  
30 assistance to the 5-town Mad River Ridge to River stormwater planning effort.
- 31  
32 10. provide technical support to assist municipalities with municipal plan updates, zoning  
33 ordinances, subdivision regulations, highway ordinances, and other transportation-related  
34 documents or ordinances, such as Berlin's plan update incorporating New Town Center  
35 designation and annual transportation capital budget updates for Fayston and Warren.
- 36  
37 11. provide planning, technical assistance, and grant management support as needed for  
38 communities participating in the Strong Communities, Better Connections Program, such as the  
39 Mad River Valley Active Transportation Plan and Montpelier's Compete Streets Guide.
- 40  
41 12. develop and implement analytical methods to identify gaps in the connectivity of the  
42 transportation system.
- 43  
44 13. continue to provide technical support to regional public transit providers and advisory groups  
45 (Green Mountain Transit, Rural Community Transportation, Mad River TAC) and participate in  
46 activities as necessary; continue to serve on Boards and committees to act as a liaison between  
47 providers and local needs.
- 48

14. identify transportation opportunities and challenges in meeting State land use planning goals.
15. develop and maintain statistics and GIS data and analyses used to support transportation planning and project development, such as using Dunn & Bradstreet employment data to further Housing + Transportation Affordability outreach.
16. identify wildlife corridors, roadway barriers and crossings, and other environmental transportation connections.

Personnel: Executive Director, Senior Planners, Program Manager, Planners, Assistant Planners, Contract staff as needed

Products: Updates to the Regional Plan; Inventory and map of on-road state highway bike facilities; GIS coverages/maps (updated base, land use, transportation network, associated transportation data, GIS updates of long-range plan maps); Project related products as applicable.

#### **TASK 4. SHORT RANGE TRANSPORTATION PLANNING**

Short range transportation planning projects may be identified in long range plans, conducted in response to an emerging issue, or prepared at the request of a municipality to address a specific need. The planning work may focus on a smaller area such as a downtown, commercial area or school and recommendations would be developed at a greater level of detail than typically provided in long range planning work. Short range planning includes collection of data to support all phases of transportation planning and project development. This task includes activities specifically emphasizing short-range transportation system analysis and problem solving, including the evaluation of specific local or regional transportation problems or issues of a one-time or short-term duration.

1. review and provide recommendations on transportation elements of municipal plans.
2. assist communities participating in the planning aspects of Transportation Alternatives, Byway, Bicycle/Pedestrian, Strong Communities/Better Connections, discretionary, and other grant Programs and in Cross Vermont Trail Association and Mad River Path Association initiatives.
3. review transportation issues and impacts of proposed development projects with impacts to the regional transportation system, and provide technical assistance to municipalities for transportation impact review of local development projects as necessary to strengthen local transportation planning.
4. conduct traffic monitoring by maintaining current data for major roads and problem areas, and by responding to local requests.
5. conduct traffic, parking space, bicycle and pedestrian, and turning movement counts.
6. assist municipalities to form local stormwater utilities and complete an annual inventory of

1 utilities formed.

2  
3 7. collect municipal highway major collector HPMS data.

4  
5 8. assist municipalities to plan for Complete Streets, and conduct a municipal complete streets  
6 implementation inventory.

7  
8 9. assist municipalities with inventory, assessment, planning, and management of local  
9 transportation systems by conducting municipal road, culvert, bridge, ditch, roadway sign, and  
10 bicycle and pedestrian infrastructure inventories and assessments, road erosion assessments,  
11 and by supporting development and maintenance of road surface management systems, road  
12 stormwater management plans, and capital improvement plans. This work will, in part, assist  
13 towns in applying for Municipal Road General Permits and complying with the Vermont Clean  
14 Water Act.

15  
16 10. participate in public transit planning, such as GMT's system redesign process, update of the  
17 GMT Transit Development Plan, coordination of human service needs with transportation  
18 options, monitoring changes of transit systems in the region, updating transit mapping, and  
19 supporting enhancement of the Elderly and Disabled Transportation Program.

20  
21 11. participate and coordinate efforts with VTrans, GMT, and communities to develop travel  
22 demand management measures (including Go Vermont, Montpelier Multi-modal Center).

23  
24 12. support Safe Routes to School outreach, planning, implementation, and evaluation.

25  
26 13. participate in the Systemic Local Road Safety Program and Road Safety Audit Reviews.

27  
28  
29 Personnel: Executive Director, Senior Planner 1, Program Manager, Planner 1, Assistant Planners,  
30 Planning Technician, Consultant/Contract staff as needed

31  
32 Products: Municipal Plan updates; Traffic, parking space, bicycle and pedestrian, and turning  
33 movement counts; Local Stormwater Utilities Report; Sufficiency rating data on VTrans  
34 identified miles of municipal highway major collectors; Complete Streets  
35 implementation inventory; Municipal transportation system inventories, assessments,  
36 and capital plans; Nominations and mapping of high hazard locations and programmatic  
37 corridors to the HRRR Program; Updated school area infrastructure maps developed for  
38 SRTS Program as needed; Other projects as applicable.

## 39 40 41 **TASK 5. PROJECT DEVELOPMENT PLANNING**

42  
43 The task includes activities emphasizing project-specific planning and development. Project  
44 development activities provide continuity between planning and implementation and provide a  
45 framework for on-going public participation as specific design alternatives, costs and impacts are  
46 explored. The work will involve developing transportation projects and preparing them for state or local  
47 implementation. The project development assistance will be extended to municipalities and VTrans first

with a secondary priority of serving nonprofit and interest groups. These are projects and planning activities that can realistically be implemented within a few years.

Included are the following activities:

1. identify local issues that relate to scoping analysis, and conduct feasibility and location studies.
2. facilitate public participation during scoping analysis and the project development process, and participate in public meetings.
3. provide assistance to communities for projects that can be funded and developed outside the statewide prioritization system.
4. prioritize VTrans projects and evaluate conformance with the Regional Plan.
5. prioritize District paving projects.
6. provide outreach, assistance, and coordination for accelerated and high impact projects, participate in meetings, and provide assistance to municipalities as needed.
7. provide outreach to identify road diet projects and coordinate municipal education and participation.

Personnel: Executive Director, Senior Planners, Program Manager, Planners, Assistant Planners, Consultant/Contract staff as needed

Products: Regional project prioritization list and map; District paving prioritization list; Project assistance as applicable.

## **TASK 6. OTHER PLANNING ACTIVITIES**

The Vermont Online Bridge and Culvert Inventory Tool (VOBCIT/VTculverts.org) is an integrated software product to handle data entry, access, and status reporting of municipal bridge and culvert inventories currently collected by Regional Planning Commissions (RPCs), municipalities, and their contractors. VTrans initiated, updates, and provides financial support for the software. CVRPC and the Chittenden County RPC support other RPCs and municipalities in using the software.

1. Provide VOBCIT technical support to RPCs and municipalities.

Personnel: Program Manager

Products: Technical support to RPC's and municipalities will be ongoing throughout the agreement period.

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**FFY 2017 Transportation Planning Initiative**

June 2016

**Exhibit 2: Budget Detail by Task Category**

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$18,955
Task 2	Public Participation and Coordination	\$50,832
Task 3	Long Range Transportation Planning	\$47,507
Task 4	Short Range Transportation Planning	\$93,780
Task 5	Project Development Planning	\$15,308
Task 6	Other Planning Activities	\$10,000
<b>Total</b>		<b>\$236,382</b>

**Exhibit 3: Budget Detail by Expense Category**

RPC Staff Position	Rate SFY17 <sup>1</sup>	Total Hours	Total Cost
Executive Director	\$37.57	210	\$7,890
Senior Planner I	\$28.24	1,480	\$41,795
Program Manager	\$28.93	532	\$15,392
Planner I	\$19.94	645	\$12,861
Asst. Planner I	\$18.63	300	\$5,589
Finance & Office Mngr	\$30.05	110	\$3,306
Asst. Planner II	\$15.87	340	\$5,396
Planner II	\$19.94	120	\$2,393
Senior Planner II	\$30.25	70	\$2,118
Planning Technician	\$13.00	225	\$2,925
<b>Total</b>		<b>4,032</b>	<b>\$99,664</b>

Indirect Costs	106.90%		
RPC Staff Position	of Hourly Rate	Total Hours	Total Cost
Executive Director	\$40.16	210	\$8,434
Senior Planner I	\$30.19	1,480	\$44,679
Program Manager	\$30.93	532	\$16,455
Planner I	\$21.32	645	\$13,749
Asst. Planner I	\$19.92	300	\$5,975
Finance & Office Mngr	\$32.12	110	\$3,534
Asst. Planner II	\$16.97	340	\$5,768
Planner II	\$21.32	120	\$2,558
Senior Planner II	\$32.34	70	\$2,264
Planning Technician	\$13.90	225	\$3,127
<b>Total</b>		<b>4,032</b>	<b>\$106,541</b>

Direct Costs	Total Cost
Contractual	\$20,000
Travel	\$6,000
Supplies	\$800
Equipment	\$0
Meetings	\$1,150
Data & References	\$200
Postage	\$500
Copy/Print	\$500
Advertising	\$1,027
<b>Total</b>	<b>\$30,177</b>

Task	Task Description	CVRPC Share <sup>2</sup>	VTrans Share <sup>3</sup>
Task 1	Program Administration	\$1,896	\$17,060
Task 2	Public Participation and Coordination	\$5,083	\$45,749
Task 3	Long Range Transportation Planning	\$4,751	\$42,756
Task 4	Short Range Transportation Planning	\$9,378	\$84,402
Task 5	Project Development Planning	\$1,531	\$13,778
Task 6	Other Planning Activities	0	\$10,000
<b>Subtotal by Share</b>		<b>\$22,638</b>	<b>\$213,745</b>
<b>Agreement Total</b>			<b>\$236,382</b>

**Notes:**

<sup>1</sup> Estimate

<sup>2</sup> CVRPC share comes from annual appropriations from the Vermont Agency of Commerce and Community Development (Municipal & Regional Planning Fund) and CVRPC's member municipalities.

<sup>3</sup> VTrans share comes from federal transportation funds provided by the U.S. Department of Transportation Federal Highway Administration and state transportation funds appropriated by the Vermont Legislature.

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**FFY2017 Transportation Planning Initiative**  
 June 2016

**Exhibit 4: Time-Task-Cost Summary**

**A. Personnel (Hours)**

Task #	Task Description	Exec. Dir.	Sr. Planner I	Program Mgr.	Planner I	Asst. Planner I	Fin/Off Mgr.	Asst. Planner II	Planner II	Sr. Planner II	Planning Tech	Total Hours
1	Administration	25	50	40				50				240
2	Public Participation & Coordination	50	500		30	100		30	250	20		1,020
3	Long Range Transportation Planning	110	350	55	110	100	30	50	50	20		875
4	Short Range Transportation Planning	20	400	300		50		10		30	225	1,535
5	Project Development Planning	5	180			50		60				295
6	Other Planning Activities			157								157
<b>Total</b>		<b>210</b>	<b>1,480</b>	<b>532</b>	<b>645</b>	<b>300</b>	<b>110</b>	<b>340</b>	<b>120</b>	<b>70</b>	<b>225</b>	<b>4,032</b>

**B. Direct Costs (\$)<sup>1</sup>**

Task #	Task Description	Contractual	Travel	Supplies	Equipment	Meetings	Data/Ref	Postage	Copy/Print	Advertising	Total
1	Administration		\$6,000	\$600		\$4,150	\$200	\$500	\$500	\$1,027	\$10,177
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning	\$20,000									\$20,000
5	Project Development Planning										\$0
6	Other Planning Activities										\$0
<b>Total</b>		<b>\$20,000</b>	<b>\$6,000</b>	<b>\$600</b>	<b>\$0</b>	<b>\$4,150</b>	<b>\$200</b>	<b>\$500</b>	<b>\$500</b>	<b>\$1,027</b>	<b>\$30,177</b>

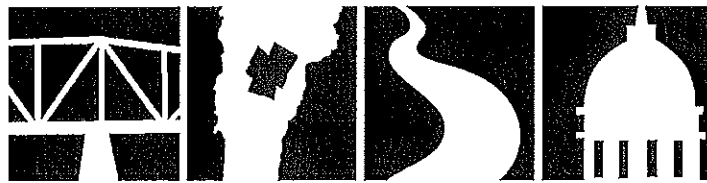
**C. Cost Proposal Summary (\$)**

Task#	Hourly Rate <sup>2</sup>	Task Description	Exec. Dir.	Sr. Planner I	Program Mgr.	Planner I	Asst. Planner I	Fin/Off Mgr.	Asst. Planner II	Planner II	Sr. Planner II	Planning Tech	Total Personnel	Indirect	Direct	Total Costs
1	Administration		\$7,890	\$41,795	\$15,392	\$12,861	\$5,589	\$3,306	\$5,296	\$2,393	\$2,118	\$2,925	\$99,664	\$5,167	\$30,177	\$236,382
2	Public Participation & Coordination		\$988	\$1,412	\$28,939	\$289	\$0	\$1,503	\$4,602	\$0	\$0	\$0	\$42,438	\$4,535	\$10,177	\$48,955
3	Long Range Transportation Planning		\$4,133	\$9,884	\$1,591	\$2,193	\$1,863	\$902	\$794	\$997	\$605	\$0	\$22,961	\$26,764	\$0	\$50,892
4	Short Range Transportation Planning		\$751	\$11,296	\$8,679	\$9,970	\$932	\$0	\$0	\$199	\$908	\$2,925	\$35,660	\$38,130	\$20,000	\$98,780
5	Project Development Planning		\$188	\$5,083	\$0	\$0	\$932	\$0	\$0	\$1,196	\$0	\$0	\$7,399	\$7,909	\$0	\$15,908
6	Other Planning Activities		\$0	\$0	\$4,839	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,839	\$5,167	\$0	\$10,000
<b>Total</b>		<b>\$7,890</b>	<b>\$41,795</b>	<b>\$15,392</b>	<b>\$12,861</b>	<b>\$5,589</b>	<b>\$3,306</b>	<b>\$5,296</b>	<b>\$2,393</b>	<b>\$2,118</b>	<b>\$2,925</b>	<b>\$2,925</b>	<b>\$99,664</b>	<b>\$106,541</b>	<b>\$30,177</b>	<b>\$236,382</b>
													<b>Agreement Total</b>			

Indirect Rate of 106.9%	Indirect per employee	\$9,484	\$44,679	\$16,455	\$13,749	\$5,975	\$3,594	\$5,768	\$2,558	\$2,264	Total Employee Indirect	\$3,127	\$106,541
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**Notes**

- Contractual: Audit services, engineering services as needed for problem evaluation  
 Travel: Village, transportation, parking, rooms  
 Supplies: Office and traffic counting supplies, mapping supplies used for transportation planning  
 Equipment: Counting and inventory equipment, computers used for transportation planning  
 Meetings: Meeting room space, other associated costs, meals, conference / workshop fees  
 Data / Ref: Reference materials, portion of cost of new orthophotography  
 Postage: Large packages, special mailings  
 Copies / Printing: Reproduction costs, including photocopies (\$0.05 b&w; \$1.0 color) and outside print/copy services  
 Advertising: Advertising, legal notices
- Estimate



## Central Vermont Regional Planning Commission

### MEMO

Date: June 28, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract Approval

---

I am requesting Executive Committee approval of the following agreements and contracts:

### CONSULTANT CONTRACT

#### G and N Excavation

**Scope of Work:** Construct stormwater bioretention area.

**Amount:** \$37,585

**Funding Source:** FY16 Ecosystem Restoration Program Northfield Village Green

**Performance Period:** 07/06/16 – 12/01/16

### GRANT AND SERVICE AGREEMENTS

#### VT Dept. of Environmental Conservation, 3-Town Stormwater Masterplan

**Scope of Work:** Develop a stormwater masterplan for Barre City, Barre Town, and Plainfield. CVRPC role is project coordination and consultant management. The project will include data collection, identifying drainage problem areas and stormwater management challenges, outlining policies and prioritizing alternatives, and producing the final stormwater masterplan.

This work is an outgrowth of the Vermont Economic Resilience Initiative's work with Barre City and Town. It supports Barre City's efforts to implement its flood resilience plan and

Plainfield's hazard mitigation planning efforts. The effort will assist Barre Town to expand development while addressing clean water requirements in all three communities.

**Funding:**

Grant Amount: \$95,641 (state)

Match Amount: \$2,900

Match Source: \$400 CVRPC grant administration services and \$2,500 Town in-kind services

**Performance Period:** Upon signature by the State (~07/15/16) – 02/28/17

**CVRPC Staff:** Dan Currier, Marian Wolz (AmeriCorps VISTA / Asst. Planner)

**Notes:** Gray shading in agreement signifies a product that will be defined prior to contract signing.

**VT Dept. of Environmental Conservation, Berlin Stormwater Masterplan**

**Scope of Work:** Develop a stormwater masterplan for Berlin. CVRPC role is project coordination and consultant management. The project will include data collection, identifying drainage problem areas and stormwater management challenges, outlining policies and prioritizing alternatives, and producing the final stormwater masterplan.

This work supports Berlin's pursuit of New Town Center designation for the Berlin Mall area and the Town's flood resilience and water quality efforts.

**Funding:**

Grant Amount: \$45,248 (state)

Match Amount: \$900

Match Source: \$400 CVRPC grant administration services and \$500 Town in-kind services

**Performance Period:** Upon signature by the State (~07/15/16) - 12/31/17

**CVRPC Staff:** Dan Currier, Marian Wolz (AmeriCorps VISTA / Asst. Planner)

**Notes:** Gray shading in agreement signifies a product that will be defined prior to contract signing.

CVRPC has the ability and capacity to complete this work after converting the VISTA member to a temporary Assistant Planner. Additional contracts will result in CVRPC needing to add staff capacity and could result in converting funds currently being used for staffing to consultant services (this is beneficial if staff has the capacity to manage consultant-based projects).

I recommend approval of the consultant contract and service agreements.



## INFORMATIONAL ONLY

### VT Dept. of Emergency Management and Homeland Security, SERC FY17

**Scope of Work:** Carry out requirements of the Local Emergency Planning Committee (LEPC) #5 under the Emergency Planning and Community Right-to-Know Act of 1986. The Act was created to help communities plan for emergencies involving hazardous substances. The Notice to Proceed allow the LEPC to begin implementing the activities while an agreement is being written.

LEPC #5 requested that CVRPC act as its fiscal agent for this grant. RPCs throughout the state perform this role, although it was a new role for CVRPC in 2016. The LEPC selects and directs a scope of work based on the work tasks outlined in the Notice to Proceed.

**Funding:**

Grant Amount: \$4,000 (state)

Match Amount: \$0

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

**CVRPC Staff:** Laura Ranker

**Notes:**

- a) This Notice to Proceed (NTP) allows work to begin as of July 1 prior to submitting an application or signing a contract. For FY16, the LEPC hired CVRPC to provide agreement administration and LEPC coordination services for its meetings, and paid for a storage facility for the Community Emergency Response Team (CERT) supplies trailer. For FY17, the LEPC will define the scope of work in the upcoming months.
- b) CVRPC will establish a separate CVRPC bank account for the LEPC's funds. The financial system will track the advanced funds as a liability and track the contract as a separate job. These actions will provide transparency for CVRPC when it receives payments in advance of work, and provide assurance to the LEPC that the funds are being managed and used as intended.

**CONTRACT FOR SERVICES**  
**by and between the**  
**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**and**  
**G & N EXCAVATION**

This Agreement is made this 5th day of July, 2016, between Central Vermont Regional Planning Commission (CVRPC), with principal place of business at 29 Main St Suite 4 Montpelier, VT 05602 (hereinafter called "CLIENT") and G & N Excavation, with its place of business at 3804 N. Fayston Rd Moretown, VT 05660 (hereinafter called "CONSULTANT").

CVRPC (CLIENT) 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 CLIENT'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 CLIENT and CONSULTANT 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 CONSULTANT 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 CLIENT**

CLIENT shall provide to CONSULTANT all information and data identified in Attachment C which is under the jurisdiction of the CLIENT. CLIENT shall provide such information and data at times and in a manner sufficient to permit CONSULTANT 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 CLIENT and CONSULTANT, and approved as needed by the funding agencies.

### 4. BEGINNING WORK AND TERMINATION

4.a. The CONSULTANT will commence the work required by CLIENT 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 CLIENT.

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 CLIENT may terminate the Agreement as of that date and will compensate the CONSULTANT 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 **\$37,585** which the CLIENT agrees to pay and the CONSULTANT 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 CONSULTANT shall not exceed the maximum limiting amount of **\$37,585**.

### 6. PAYMENT PROCEDURES

6.a The CLIENT shall pay, or cause to be paid, to the CONSULTANT 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 CLIENT will seek to make payments within forty five (45) days of receipt of an invoice from the CONSULTANT.

6.c Invoices shall be submitted to the CLIENT CVRPC 29 Main St Suite 4 Montpelier, VT 05602 or via email [emery@cvregion.com](mailto:emery@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. CONSULTANT and CLIENT 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 14 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.

CONSULTANT:

CLIENT:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

Name \_\_\_\_\_  
(Print)

Name Byron Atwood  
(Print)

Michele Gaboriau, President

Chair

G & N Excavation, Inc.

Central VT Regional Planning

M/WBE, 100% Woman owned, DBE Certified

29 Main St Suite 4

3804 N. Fayston Rd.

Montpelier, VT 05602

Moretown, VT 05660

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A seven pages

### 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 or 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 consultants) 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. 1681 *et 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.

**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 5/20/2016. 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 "2016-ERP-2-13" 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 Office and Grants Manager 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: 6/3/16  
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: G & N Excavation, Inc.  
Address: 3804 N. Fayston Rd Moretown, VT 05660  
Phone Number: 802.496-3735  
Contact Person: Michele Gaboriau

Construction of Bioretention Area Tasks include:

Scope of  
Services:

- Pavement removal
- Excavation of Bioretention area
- Overflow chute
- Stormwater pipe from downstream defender
- Stone pad at outlet of Downstream Defender
- Guardrails
- Plantings
- Erosion control
- Seed & Mulch disturbed areas

Maximum Amount:: \$ 37,585.00

Grantee/Contractor Signature:



State Contact Person: Robert Pelosi

Phone: 802-522-2192

State Grant/Contract Manager  
Signature:

DEC Business Office Review

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachment C

### Scope of Work, Time Line, and Cost Estimate

#### Consultant Responsibilities

The contractor will install the Northfield Village Green Stormwater Bioretention area at the back of the municipal parking lot behind the American Legion Hall in Northfield, VT.

#### Tasks include:

- Pavement removal
- Excavation of Bioretention area
- Overflow chute
- Stormwater pipe from downstream defender
- Stone pad at outlet of Downstream Defender
- Guardrails
- Plantings
- Erosion control
- Seed & Mulch disturbed areas

#### Time Line:

Measure	Deliverable	Timeframe
1. Kick-off meeting held with contractor and stakeholders	Meeting minutes	7/6/16-8/1/16
2. 30% of construction completed (2016-ERP-2-13 Measure 9)	Submit Status Report with Schedule of Values and Photos	7/6/16-9/1/16
3. 60% of construction completed (2016-ERP-2-13 Measure 10)	Submit Status Report with Schedule of Values and Photos	7/6/16-9/1/16
4. 90% of construction completed (2016-ERP-2-13 Measure 11)	Submit Status Report with Schedule of Values and Photos	7/6/16-9/1/16
5. 100% of construction completed (2016-ERP-2-13 Measure 12)	Summary Report; As-built Drawings, Documentation and Photos (before, during, and after)	9/1/16-12/1/16





## SFA - STANDARD GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Central Vermont Regional Planning Commission with principal place of business at 29 Main St Suite 4, Montpelier, VT 05602, (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is Barre City, Barre Town, and Plainfield Stormwater Master Plan. Detailed scope to be provided by the Grantee are described in Attachment A.
3. **Maximum Amount:** In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$95,641**. Required match is equal to at least **\$2,900**. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without the written approval of the State.
4. **Subcontracting:** Grantee shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract form.
5. **Procurement:** The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
6. **Ownership and Disposition of Equipment:** Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Grantee must submit a written request to retain the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
7. **Source of Funds:** State funds
8. **Grant Term:** The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on 2/28/2017.
9. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.
10. **Cancellation:** This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
11. **Fiscal Year:** The Grantee's fiscal year starts July 1 and ends June 30.
12. **Work product ownership:** Upon full payment by the State, 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 the State of Vermont and may not be copyrighted or resold by Grantee.



13. Attachments: This Grant consists the following attachments that are incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B – Budget and Payment Provisions
- Attachment C - Customary State Grant Provisions
- Attachment D – Other Grant Provision
- Attachment E – Final Performance Report Template
- Request for Approval to Subgrant/Subcontract

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

**STATE OF VERMONT**

**By:**

\_\_\_\_\_  
**Commissioner**

**Dept of Environmental Conservation**

**Date:** \_\_\_\_\_

**GRANTEE**

**By:**

\_\_\_\_\_  
**Name: (Print)** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Attachment A

### Scope of Work to be Performed

#### Part or All of the Scope May be Subcontracted with Written Prior Approval from the State

As part of the State's Ecosystem Restoration Program's annual competitive grant process, a Project Selection Committee elected to award the Grantee \$95,641 to implement the Barre City, Barre Town, and Plainfield Stormwater Master Plan, which will serve to improve the management of stormwater in the upper Winooski River watershed, serving the dual purpose of protecting the State's water quality and supporting the Grantee's goal to improve the health and environment of the three communities .

**Performance Measure(s) for this Grant:** 35,741 acres covered by plan and 15 priority projects identified with 30% level designs.

Soon after receiving the fully authorized grant agreement, Grantee is required to issue a press release to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions and anticipated timeline. Grantee will submit a copy of the press release as well as a list of the entities to whom the press release was sent as a deliverable for performance measure #1 below.

CVRPC will work with a consultant to develop a Stormwater Master Plan (SWMP) for Barre City, Barre Town and Plainfield. Water quality of these municipal streams and rivers is threatened by bacteria (*E. coli*), sedimentation from road runoff, nutrient loading from developed land, and other sources of nonpoint source runoff pollution. These municipalities have a number of challenges including developed hillsides and steep slopes and poorly addressed stormwater management in the urbanized floodplain where ponding/flooding occurs during heavy storm events.

This plan will help organize previous studies including stormwater infrastructure mapping, road erosion assessments, and IDDE surveys and evaluate projects and programs that will remedy the concerns. The project will include the examination of existing data and conduct additional field work to identify problems, evaluate alternatives, and prioritize projects to implement. Below is an abridged scope of work that highlights the approach that will be used to develop the plan:

Task 1: Review Existing Data

Task 2a: Identify Stormwater Problem Areas and Retrofit Opportunities

Task 2b: Evaluate Areas of Future/Planned Growth

Task 3 Establish Implementation Solution Matrix Criteria

Task 4: Collect Field Data and Classify Problem Areas

Task 5: Prepare DRAFT Plan

At project completion, the Grantee is required to submit a final Performance Report for each project (Attachment E). All tasks, deliverables, payments and estimated deadlines associated with this grant are outlined in the table below. The Grantee shall submit a Request for Approval to Subcontract Form for any subcontracts associated with this grant. The form must be approved before a subcontractor can start work.

<b>Milestone</b>	<b>Deliverable</b>	<b>Estimated Time Frame</b>	<b>Payment</b>
1. Grantee will sign the grant agreement and issue a press release.	<ul style="list-style-type: none"> <li>Signed agreement and copy of press release.</li> </ul>	July 1, 2016	\$2,076
2. Grantee will conduct an RFP for a project consultant in accordance with accepted procurement procedures.	<ul style="list-style-type: none"> <li>Copy of RFP and executed contract between Grantee and subcontractor.</li> </ul>		\$2,000
3. Grantee will work with the consultant and municipalities to collect data from existing plans, models and other available sources pertaining to the study area Watersheds, surface waters and stormwater infrastructure.	<ul style="list-style-type: none"> <li>Interim report of progress.</li> </ul>		\$10,000
4. Grantee will work with the consultant and municipalities to identify the location and nature of existing drainage problems, and where appropriate, to gather field data for further analysis.	<ul style="list-style-type: none"> <li>Interim report of progress including maps of locations identified.</li> </ul>		\$20,000
5. Grantee will work with the consultant and municipalities to identify areas of the study area that are of greater concern for stormwater management.	<ul style="list-style-type: none"> <li>Interim report of progress including maps of areas identified of greater concern.</li> </ul>		\$20,000
6. Grantee will work with the consultant and municipalities to outline the policies regarding implementation alternatives and prioritization.	<ul style="list-style-type: none"> <li>Interim report of progress.</li> </ul>		\$20,000
7. Grantee and municipalities will work from the list of potential problem areas and retrofit opportunities, the consultant will visit each location to directly observe the site.	<ul style="list-style-type: none"> <li>Interim report of progress.</li> </ul>		\$2,000
8. Consultant will prepare a Stormwater Master Plan for Barre City, Barre Town and Plainfield incorporating components of the previous tasks.	<ul style="list-style-type: none"> <li>Interim report of progress including draft plans. The plans will identify a total of at least 15 priority projects with 30% level design.</li> </ul>		\$10,000
9. Grantee will submit final report and Stormwater Master Plans.	<ul style="list-style-type: none"> <li>Final grant report and three final Stormwater Management Plans as presented to Municipalities. Meeting minutes for each Town meeting.</li> </ul>		\$9,565
<b>Total</b>			<b>\$95,641</b>

## Attachment B

### Payment Provisions

#### See Payment Schedule in Attachment A

This grant is a performance based grant. Payments made to the grantee by the State are based on the successful completion of performance measures. Successful completion of each measure is clearly outlined in the scope of work. If the grantee is unable to obtain successful completion of a performance measure within the terms and conditions of the grant agreement, the Grantee may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

#### Risk-Based Assessment:

Risk Level:

Risk Level	Monitoring Requirements
Low	- Final performance report required.
Moderate	- Grantee is required to submit biannual progress report. Progress report must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.
High	- Grantee is required to submit quarterly progress reports (see above). - Grantee must document a course of corrective actions in order to maintain future eligibility for Vermont DEC funds. Grantees have a period of three years to complete corrective actions. If after three years no corrective actions have been taken, VDEC will no longer provide funds to the organization.

- These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
- If you are required to have an A-133 audit, you are to report to Vermont DEC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

The Grantee shall:

- ☒ Maintain a copy of all receipts on file for review upon request by the State,  
☐ Include a copy of all receipts for costs requested for reimbursement.  
☐ Other:

#### Other Provisions

Up to 90 days of Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in Attachment A.

Address All completed forms should be submitted to:

Name: Jim Pease  
 Department: Department of Environmental Conservation  
 Address: 1 National Life Drive, Main 2, Montpelier, VT 05620

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.



Vermont Department of Environmental Conservation

Agency of Natural Resources

## Form 430 Request for Funds

*Form must be filled out entirely before payment is released*

**Grantee Name:** Central Vermont Regional Planning Commission

**Grant #:** 2016-CWF-1-01      **Purchase Order #:**      **Payment#:**      **Amount Requested:**

### Milestones and Deliverables:

Milestones and Submitted Deliverable	Budget Amount	Amount Requested	Remaining Amount	Total Match Documented (if applicable, use total from Form 430-M)	Match Committed (if applicable)
1 - Grantee will sign the grant agreement and issue a press release.	\$2,076			\$	
2 - Grantee will conduct an RFP for a project consultant in accordance with accepted procurement procedures.	\$2,000			\$	
3 - Grantee will work with the consultant and municipalities to collect data from existing plans, models and other available sources pertaining to the study area Watersheds, surface waters and stormwater infrastructure.	\$10,000			\$	
4 - Grantee will work with the consultant and municipalities to identify the location and nature of existing drainage problems, and where appropriate, to gather field data for further analysis.	\$20,000			\$	
5 - Grantee will work with the consultant and municipalities to identify areas of the study area that are of greater concern for stormwater management.	\$20,000			\$	
6 - Grantee will work with the consultant and municipalities to outline the policies regarding implementation alternatives and prioritization.	\$20,000			\$	
7 - Grantee and municipalities will work from the list of potential problem areas and retrofit opportunities, the consultant will visit each location to directly observe the site.	\$2,000			\$	
8 - Consultant will prepare a Stormwater Master Plan for Barre	\$10,000			\$	

City, Barre Town and Plainfield incorporating components of the previous tasks.					
9 - Grantee will submit final report.	\$9,565			\$	
<b>Total</b>	<b>\$95,641</b>			<b>\$</b>	<b>\$2,900</b>

**Approvals for Payment****Signed by:**

Grantee: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

*The Grantee certifies that deliverables being billed and any match documented on this invoice have been completed as outlined in the grant agreement.*

State's Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

*The State's Project Manager has verified that deliverables being billed and match documented on this invoice have been completed as outlined in the grant agreement.*

For Department Use Only	
DeptID:	6140040245
Fund:	21932
Program:	53100
Class:	

## ATTACHMENT C: STANDARD STATE PROVISIONS

### FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

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

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

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

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

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

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

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

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

\$1,000,000 Per Occurrence  
 \$1,000,000 General Aggregate  
 \$1,000,000 Products/Completed Operations Aggregate  
 \$ 50,000 Fire/ Legal/Liability

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

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

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

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

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



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

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 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.

(End of Standard Provisions)

## Attachment D

### Other Grant Agreement Provisions

Many grant agreements can be fully described using the materials described in preceding appendices to this bulletin. In some cases, however, agencies will want to add specially tailored provisions not available on preprinted forms or in the main agreement itself. In addition, when granting for professional services, agencies will be required (absent an appropriate waiver) to include a professional liability insurance provision. Attachment D of the Grant Agreement, "Other Provisions", should be used for this purpose. Some possible "Other Provisions" are suggested below.

1. **Cost of Materials:** Grantees will not buy materials and resell to the State at a profit.
2. **Identity of workers:** The Grantee will assign the following individuals to the services to be performed under the provisions of this Agreement, and these individuals shall be considered essential to performance. [cite individuals]. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the Agreement.
3. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
4. **Ownership of Equipment:** Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement provided on a loan basis only and remains the property of the State.
5. **Legal Services:** If the Grantee will be providing legal services under this Grant Agreement, Grantee agrees that during the term of the Grant Agreement he or she will not represent anyone in a matter, proceeding, or lawsuit against the State of Vermont or any of its agencies or instrumentalities. After termination of this Grant Agreement, Grantee also agrees that he or she will not represent anyone in a matter, proceeding, or lawsuit substantially related to this Grant Agreement.
6. **Compliance with other laws:** The Grantee agrees to comply with the requirements of [*list specific applicable federal or state statutory or regulatory provisions*], and agrees further to include a similar provision in any and all subcontracts. **Comment:** *Use this clause to refer to any statutory or regulatory provisions that must by law, Contract condition or otherwise, be included in the wording of the contract. This may include in particular cases the provisions of the Federal Rehabilitation Act of 1973 (Sec. 504), as amended; the Age Discrimination Act of 1975; and the Civil Rights Act of 1964.*
7. **Confidentiality:** Sometimes agencies have legitimate needs to protect confidential information. The RFP can require Grantees to maintain confidentiality, although the contract ultimately should duplicate this requirement. Conversely, bidders sometimes want to know how the State will treat the bidder's proprietary information. The RFP should state whether such information will be returned or retained by the agency.
8. **Individually identifying information:** Grantee must not use or disclose any individually identifying information that pursuant to this contract is disclosed by the State to the Grantee, created by the Grantee on behalf of the State, or used by the Grantee for any purpose other than to complete the work specifications of this Contract unless such use or disclosure is required by law, or when Grantee obtains permission in writing from the State to use or disclose the information and this written permission is in accordance with federal and state law.

9. **Progress reports:** The Grantee shall submit progress reports to the State according to the following schedule. *[insert schedule]* Each report shall describe the status of the Grantee's performance since the preceding report and the progress expected to be made in the next successive period. Each report shall describe Grantee activities by reference to the work specifications contained in Attachment A of this contract and shall include a statement of work hours expended, expenses incurred, bills submitted, and payments made. **Comment:** *This clause may be used either in Attachment A (Specifications of Work to be Performed) or here. It provides information for interim evaluation of the Grantee's work and assists in detecting difficulties that may lead to necessary modification or cancellation of the contract. If payments are to be conditioned on receipt of progress reports, this should be clearly set forth in Attachment B: Payment Provisions.*
10. **Grantee's Liens:** Grantee will discharge any and all contractors or mechanics' liens imposed on property of the State through the actions of subcontractors. 20
11. **Performance Bond:** The Grantee shall, prior to commencing work under this Grant Agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the Grant Agreement by the Grantee and payment of all subcontractors, suppliers and employees.
12. **Professional Liability Insurance:** Before commencing work on this Grant Agreement and throughout the term of this Grant Agreement, Grantee shall procure and maintain professional liability insurance for any and all services performed under this Grant Agreement, with minimum coverage of \$ \_\_\_\_\_ per occurrence.
13. **State Minimum Wage –** The Grantee will comply with state minimum wage laws and regulations, if applicable.
14. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
15. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of their Equal Opportunity Plan.
16. **Supplanting:** If required, the Grantee will submit a Certification that funds will not be used to supplant local or other funding.
17. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in OMB Circular A-87 (for State and Local Governments including schools), A-122 (for Non Profit organizations), or A-21 (for Higher Education Institutions) as appropriate for the Grantee type of organization.
18. **Compliance with Administrative Regulations:** Grantee shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or A-110 (Institutions of Higher Education, Hospitals, and Non Profit organizations) as appropriate for the Grantee's type of organization .

**Attachment E**  
**Vermont DEC - Ecosystem Restoration Program**  
**Final Performance Report**

**Title:** Barre City, Barre Town, and Plainfield Stormwater Master Plan

**Organization:** Central Vermont Regional Planning Commission

**Location:**

**Grant Number:** 2016-CWF-1-01

**Report Date:**

**Partners:**

**Summary:**

**State Funding:**

**Total Project Costs:**

**Performance Measure(s):**

- Performance measure 1:
- Performance measure 2:

**Photos (before and after):**

**Department of Environmental Conservation  
Request for Approval to Subgrant/Subcontract**

Date of Request:	
Original Grantee/Contractor:	Central Vermont Regional Planning Commission
Address:	29 Main St Suite 4, Montpelier, VT
Phone Number:	802-229-0389
Agreement #:	2016-CWF-1-01

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount::	\$

<b>Original Grantee/Contractor Signature:</b>	
By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 22).	

DEC Financial Operations Office Review

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

*On the reverse side of this form there is language that must be included by the contractor in all subcontracting agreements.*

**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 the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.

13. Attachments: This Grant consists the following attachments that are incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B – Budget and Payment Provisions
- Attachment C - Customary State Grant Provisions
- Attachment D – Other Grant Provision
- Attachment E – Final Performance Report Template
- Request for Approval to Subgrant/Subcontract

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

**STATE OF VERMONT**

**By:**

\_\_\_\_\_

**Commissioner**

**Dept of Environmental Conservation**

**Date:** \_\_\_\_\_

**GRANTEE**

**By:**

\_\_\_\_\_

**Name: (Print)** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



13. Attachments: This Grant consists the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B – Budget and Payment Provisions

Attachment C - Customary State Grant Provisions

Attachment D – Other Grant Provision

Attachment E – Final Performance Report Template

Request for Approval to Subgrant/Subcontract

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

**STATE OF VERMONT**

**By:**

\_\_\_\_\_

**Commissioner**

**Dept of Environmental Conservation**

**Date:** \_\_\_\_\_

**GRANTEE**

**By:**

\_\_\_\_\_

**Name: (Print)** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## SFA - STANDARD GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Central Vermont Regional Planning Commission with principal place of business at 29 Main St Suite 4, Montpelier, VT 05602, (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is Berlin Stormwater Master Plan. Detailed scope to be provided by the Grantee are described in Attachment A.
3. **Maximum Amount:** In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$45,248**. Required match is equal to at least **\$900**. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without the written approval of the State.
4. **Subcontracting:** Grantee shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract form.
5. **Procurement:** The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
6. **Ownership and Disposition of Equipment:** Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Grantee must submit a written request to retain the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
7. **Source of Funds:** State funds
8. **Grant Term:** The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on December 31, 2017.
9. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.
10. **Cancellation:** This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
11. **Fiscal Year:** The Grantee's fiscal year starts July 1 and ends June 30.
12. **Work product ownership:** Upon full payment by the State, 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 the State of Vermont and may not be copyrighted or resold by Grantee.

13. Attachments: This Grant consists the following attachments that are incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B – Budget and Payment Provisions
- Attachment C - Customary State Grant Provisions
- Attachment D – Other Grant Provision
- Attachment E – Final Performance Report Template
- Request for Approval to Subgrant/Subcontract

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

**STATE OF VERMONT**

**By:**

\_\_\_\_\_  
**Commissioner**

**Dept of Environmental Conservation**

**Date:** \_\_\_\_\_

**GRANTEE**

**By:**

\_\_\_\_\_  
**Name: (Print)** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Attachment A

### Scope of Work to be Performed

<b>Part or All of the Scope May be Subcontracted with Written Prior Approval from the State</b>
---

As part of the State's Ecosystem Restoration Program's annual competitive grant process, a Project Selection Committee elected to award the Grantee \$45,248 to implement the Berlin Stormwater Master Plan, which will serve to improve the management of stormwater runoff in three central Vermont municipalities, serving the dual purpose of protecting the State's water quality and supporting the Grantee's goal to assist municipalities in implementing state and federal environmental requirements.

**Performance Measure(s) for this Grant:** 23,648 acres covered by plan and 5 priority projects identified with a level of X% design

Soon after receiving the fully authorized grant agreement, Grantee is required to issue a press release to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions and anticipated timeline. Grantee will submit a copy of the press release as well as a list of the entities to whom the press release was sent as a deliverable for performance measure #1 below.

CVRPC will work with a project team from Berlin and a consultant to develop a Stormwater Master Plan (SWMP) for the whole Town of Berlin. Water quality of our streams and rivers is threatened by bacteria (E.coli), sedimentation from road runoff, and nutrient loading from impervious surface runoff. Berlin sits below the section of the Stevens Branch impaired for E.Coli as well as below the section of the Winooski impaired for E.coli from combined sewers in Montpelier. Berlin faces a number of challenges including increasing development, developed hillsides, stormwater gullies directed over steep slopes and poorly managed stormwater runoff from large impervious parcels.

This plan will help organize previous studies including stormwater infrastructure mapping, road erosion assessments, road erosion inventory for the Dog River, river corridor plans, culvert and bridge inventory and evaluate projects and programs that will remedy concerns. The project will include the examination of existing data and will conduct field work to identify problems, evaluate alternatives, and prioritize projects to implement. Below is an abridged scope of work that highlights the approach we will use to develop the plan.

Task 1a: Review Existing Data

Task 1b: Meet with Relevant Partners to Discuss Existing Data Resources and Studies

Task 2a: Identify Stormwater Problem Areas and Retrofit Opportunities

Task 2b: Evaluate Areas of Future/Planned Growth

Task 3 Establish Implementation Solution Matrix Criteria

Task 4: Collect Field Data and Classify Problem Areas

Task 5: Prepare DRAFT Plan

At project completion, the Grantee is required to submit a final Performance Report for each project (Attachment E). All tasks, deliverables, payments and estimated deadlines associated with this grant are outlined in the table below. The Grantee shall submit a Request for Approval to Subcontract Form for any subcontracts associated with this grant. The form must be approved before a subcontractor can start work.

	Milestone	Deliverable	Estimated Time Frame	Payment
1.	Grantee will sign the grant agreement and issue a press release.	Signed agreement and copy of press release.		\$1,723
2.	Grantee will conduct an RFP process for a project consultant in accordance with accepted procurement procedures.	Copy of RFP and executed contract between Grantee and subcontractor.		\$1,000
3.	Grantee will work with the consultant and municipality to collect data from existing plans, models and other available sources pertaining to the study area watersheds, surface waters and stormwater infrastructure.	Interim reporting of progress.		\$5,000
4.	Grantee will work with the consultant and municipality to identify the location and nature of existing drainage problems, and where appropriate, to gather field data for further analysis.	Interim reporting of progress including maps of locations identified.		\$10,000
5.	Grantee will work with the consultant and municipality to identify areas of the study area that are of greater concern for stormwater management.	Interim reporting of progress including maps of areas identified of greater concern.		\$1,000
6.	Grantee will work with the consultant and municipality to outline the policies regarding implementation alternatives and prioritization.	Interim reporting of progress.		\$10,000
7.	Grantee and municipality will work from the list of potential problem areas and retrofit opportunities, the consultant will visit each location to directly observe the site.	Interim reporting of progress. At least 5 priority projects identified with a X% design.		\$2,000
8.	Consultant will prepare a Stormwater Master Plan for the Town of Berlin incorporating components of the previous tasks.	Interim reporting of progress including draft plan.		\$10,000
9.	Grantee will submit final report.	Final grant performance report and final Stormwater Management Plan as presented to Municipality.		\$4,525
	<b>Total</b>			<b>\$45,248</b>

## Attachment B

### Payment Provisions

#### See Payment Schedule in Attachment A

This grant is a performance based grant. Payments made to the grantee by the State are based on the successful completion of performance measures. Successful completion of each measure is clearly outlined in the scope of work. If the grantee is unable to obtain successful completion of a performance measure within the terms and conditions of the grant agreement, the Grantee may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

#### Risk-Based Assessment:

Risk Level:

<b>Risk Level</b>	<b>Monitoring Requirements</b>
Low	- Final performance report required.
Moderate	- Grantee is required to submit biannual progress report. Progress report must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.
High	- Grantee is required to submit quarterly progress reports (see above). - Grantee must document a course of corrective actions in order to maintain future eligibility for Vermont DEC funds. Grantees have a period of three years to complete corrective actions. If after three years no corrective actions have been taken, VDEC will no longer provide funds to the organization.

- These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
- If you are required to have an A-133 audit, you are to report to Vermont DEC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

The Grantee shall:

- ☒ Maintain a copy of all receipts on file for review upon request by the State,  
☐ Include a copy of all receipts for costs requested for reimbursement.  
☐ Other:

#### Other Provisions

Up to 90 days of Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in Attachment A.

Address All completed forms should be submitted to:

Name: David Pasco  
 Department: Department of Environmental Conservation  
 Address: 1 National Life Drive, Main 2, Montpelier, VT 05620

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.



Vermont Department of Environmental Conservation

Agency of Natural Resources

## Form 430 Request for Funds

*Form must be filled out entirely before payment is released*

**Grantee Name:** Central Vermont Regional Planning Commission

**Grant #:** 2016-CWF-1-06      **Purchase Order #:**      **Payment#:**      **Amount Requested:**

### Milestones and Deliverables:

Milestones and Submitted Deliverable	Budget Amount	Amount Requested	Remaining Amount	Total Match Documented (if applicable, use total from Form 430-M)	Match Committed (if applicable)
1 - Grantee will sign the grant agreement and issue a press release.	\$1,723			\$	
2 - Grantee will conduct an RFP process for a project consultant in accordance with accepted procurement procedures.	\$1,000			\$	
3 - Grantee will work with the consultant and municipality to collect data from existing plans, models and other available sources pertaining to the study area watersheds, surface waters and stormwater infrastructure.	\$5,000			\$	
4 - Grantee will work with the consultant and municipality to identify the location and nature of existing drainage problems, and where appropriate, to gather field data for further analysis.	\$10,000			\$	
5 - Grantee will work with the consultant and municipality to identify areas of the study area that are of greater concern for stormwater management.	\$1,000			\$	
6 - Grantee will work with the consultant and municipality to outline the policies regarding implementation alternatives and prioritization.	\$10,000			\$	
7 - Grantee and municipality will work from the list of potential problem areas and retrofit opportunities, the consultant will visit each location to directly observe the site.	\$2,000			\$	
8 - Consultant will prepare a Stormwater Master Plan for the Town of Berlin incorporating components of the previous tasks.	\$10,000			\$	
9 - Grantee will submit final report.	\$4,525			\$	
<b>Total</b>	<b>\$45,248</b>			<b>\$</b>	<b>\$ 900</b>

### Approvals for Payment

**Signed by:**

**Grantee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

*The Grantee certifies that deliverables being billed and any match documented on this invoice have been completed as outlined in the grant agreement.*

State's Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

*The State's Project Manager has verified that deliverables being billed and match documented on this invoice have been completed as outlined in the grant agreement.*

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For Department Use Only	
DeptID:	6140991505
Fund:	31500
Program:	53100
Class:	09990



## ATTACHMENT C: STANDARD STATE PROVISIONS

### FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

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

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

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

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

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

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

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

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

\$1,000,000 Per Occurrence  
 \$1,000,000 General Aggregate  
 \$1,000,000 Products/Completed Operations Aggregate  
 \$ 50,000 Fire/ Legal/Liability

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

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

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

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

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

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

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 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.

(End of Standard Provisions)

## Attachment D

### Other Grant Agreement Provisions

Many grant agreements can be fully described using the materials described in preceding appendices to this bulletin. In some cases, however, agencies will want to add specially tailored provisions not available on preprinted forms or in the main agreement itself. In addition, when granting for professional services, agencies will be required (absent an appropriate waiver) to include a professional liability insurance provision. Attachment D of the Grant Agreement, "Other Provisions", should be used for this purpose. Some possible "Other Provisions" are suggested below.

1. **Cost of Materials:** Grantees will not buy materials and resell to the State at a profit.
2. **Identity of workers:** The Grantee will assign the following individuals to the services to be performed under the provisions of this Agreement, and these individuals shall be considered essential to performance. [cite individuals]. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the Agreement.
3. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
4. **Ownership of Equipment:** Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement provided on a loan basis only and remains the property of the State.
5. **Legal Services:** If the Grantee will be providing legal services under this Grant Agreement, Grantee agrees that during the term of the Grant Agreement he or she will not represent anyone in a matter, proceeding, or lawsuit against the State of Vermont or any of its agencies or instrumentalities. After termination of this Grant Agreement, Grantee also agrees that he or she will not represent anyone in a matter, proceeding, or lawsuit substantially related to this Grant Agreement.
6. **Compliance with other laws:** The Grantee agrees to comply with the requirements of [*list specific applicable federal or state statutory or regulatory provisions*], and agrees further to include a similar provision in any and all subcontracts. **Comment:** *Use this clause to refer to any statutory or regulatory provisions that must by law, Contract condition or otherwise, be included in the wording of the contract. This may include in particular cases the provisions of the Federal Rehabilitation Act of 1973 (Sec. 504), as amended; the Age Discrimination Act of 1975; and the Civil Rights Act of 1964.*
7. **Confidentiality:** Sometimes agencies have legitimate needs to protect confidential information. The RFP can require Grantees to maintain confidentiality, although the contract ultimately should duplicate this requirement. Conversely, bidders sometimes want to know how the State will treat the bidder's proprietary information. The RFP should state whether such information will be returned or retained by the agency.
8. **Individually identifying information:** Grantee must not use or disclose any individually identifying information that pursuant to this contract is disclosed by the State to the Grantee, created by the Grantee on behalf of the State, or used by the Grantee for any purpose other than to complete the work specifications of this Contract unless such use or disclosure is required by law, or when Grantee obtains permission in writing from the State to use or disclose the information and this written permission is in accordance with federal and state law.

9. **Progress reports:** The Grantee shall submit progress reports to the State according to the following schedule. *[insert schedule]* Each report shall describe the status of the Grantee's performance since the preceding report and the progress expected to be made in the next successive period. Each report shall describe Grantee activities by reference to the work specifications contained in Attachment A of this contract and shall include a statement of work hours expended, expenses incurred, bills submitted, and payments made. **Comment:** *This clause may be used either in Attachment A (Specifications of Work to be Performed) or here. It provides information for interim evaluation of the Grantee's work and assists in detecting difficulties that may lead to necessary modification or cancellation of the contract. If payments are to be conditioned on receipt of progress reports, this should be clearly set forth in Attachment B: Payment Provisions.*
10. **Grantee's Liens:** Grantee will discharge any and all contractors or mechanics' liens imposed on property of the State through the actions of subcontractors. 20
11. **Performance Bond:** The Grantee shall, prior to commencing work under this Grant Agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the Grant Agreement by the Grantee and payment of all subcontractors, suppliers and employees.
12. **Professional Liability Insurance:** Before commencing work on this Grant Agreement and throughout the term of this Grant Agreement, Grantee shall procure and maintain professional liability insurance for any and all services performed under this Grant Agreement, with minimum coverage of \$ \_\_\_\_\_ per occurrence.
13. **State Minimum Wage –** The Grantee will comply with state minimum wage laws and regulations, if applicable.
14. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
15. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of their Equal Opportunity Plan.
16. **Supplanting:** If required, the Grantee will submit a Certification that funds will not be used to supplant local or other funding.
17. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in OMB Circular A-87 (for State and Local Governments including schools), A-122 (for Non Profit organizations), or A-21 (for Higher Education Institutions) as appropriate for the Grantee type of organization.
18. **Compliance with Administrative Regulations:** Grantee shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or A-110 (Institutions of Higher Education, Hospitals, and Non Profit organizations) as appropriate for the Grantee's type of organization .

**Attachment E**  
**Vermont DEC - Ecosystem Restoration Program**  
**Final Performance Report**

**Title:** Berlin Stormwater Master Plan

**Organization:** Central Vermont Regional Planning Commission

**Location:**

**Grant Number:** 2016-CWF-1-06

**Report Date:**

**Partners:**

**Summary:**

**State Funding:**

**Total Project Costs:**

**Performance Measure(s):**

- Performance measure 1:
- Performance measure 2:

**Photos (before and after):**

**Department of Environmental Conservation  
Request for Approval to Subgrant/Subcontract**

Date of Request:	
Original Grantee/Contractor:	Central Vermont Regional Planning Commission
Address:	29 Main St Suite 4, Montpelier, VT
Phone Number:	(802) 229-0389
Agreement #:	2016-CWF-1-06

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount::	\$

<b>Original Grantee/Contractor Signature:</b>	
By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 22).	

DEC Financial Operations Office Review

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

***On the reverse side of this form there is language that must be included by the contractor in all subcontracting agreements.***



**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 the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.



Department Of Public Safety  
45 State Drive  
Waterbury, Vermont 05671-1300

Advance Notice to Proceed Form (NTP)  
State and Federally Funded Grant – Permission to Incur Pre-Award Costs

**Project Title:** State Emergency Response Commission (SERC) FY17  
**Recipient Name:** Central Vermont Regional Planning Commission (LEPC 5)

**Briefly describe grant scope:** Funding is provided to the Local Emergency Planning Committee (LEPC) in order to enable it to function in accordance with federal and state regulations. The LEPC should conduct activities pursuant to this scope of work and be consistent with the direction of the Department.

**Effective date\* of this NTP:** July 1, 2016

**Provide information as specific as possible to identify the limited activities covered by the NTP:**

The work tasks may include but are not limited to the following activities:

- Carry out all the requirements of a committee pursuant to EPCRA 42 USC Chapter 116 and 20 VSA Chapter 1, Section 32, including preparing a local emergency planning committee response plan. The plan shall be coordinated with the state emergency operations plan and may be expanded to address all hazards and all phases of emergency management. At a minimum, the local emergency planning committee response plan shall include the following:
  - Identifies facilities and transportation routes of extremely hazardous substances.
  - Describes emergency response procedures, including those identified in facility plans.
  - Designates a local emergency planning committee coordinator and facility coordinators to implement the plan.
  - Outlines emergency notification procedures.
  - Describes how to determine the probable affected area and population by releases of hazardous substances.
  - Describes local emergency equipment and facilities and the persons responsible for them.
  - Outlines evacuation plans.
  - Provides for coordinated local training to ensure integration with the state emergency operations plan.
  - Provides methods and schedules for exercising emergency response plans.
- Upon receipt by the committee or the committee's designated community emergency coordinator of a notification of a release of a hazardous chemical or substance, insure that the local emergency response plan has been implemented.
- Consult and coordinate with the heads of local government emergency services, the emergency management director or designee, regional planning commissions, and the managers of all facilities within the district regarding the facility plan.
- Review and evaluate requests for funding and other resources and advise the state emergency response commission and district coordinators concerning disbursement of funds.
- Work to support the various emergency services, mutual aid systems, town governments, regional planning commissions, state agency district offices, Local CERT, and others in their area in conducting planning, training, and exercise activities.

The annual \$4000 Grant will be awarded to implement and administer those duties imposed upon Local Emergency Planning Committees by 20 V.S.A. Sec. 32 and by EPCRA 42 USC Chapter 116 as well as additional LEPC activities.

**Eligible costs include:**

- Employment of personnel to manage and coordinate the Tier II Facility Data, and to provide administrative assistance to the LEPC (Please note that employment shall not be, or appear to be, a conflict of interest. Anyone receiving a stipend for services may not be a voting member of the LEPC or a relative of a voting member.);
- Establishment of and providing training programs and personnel;
- Costs related to District LEPC related exercises and training, including reasonable food costs;
- Purchase or rental of LEPC related equipment;
- Data processing;
- LEPC informational mailings and outreach activities;
- Office space;
- Cost of complying with auditing or reporting requirements mandated by the Department of Public Safety;
- Chemical Emergency Planning Activities;
- Accident Prevention Programs;
- Technical Assistance;
- Implementation of Tier II facility site visits; and
- All-Hazards Planning Activities.
- Provide financial support to the LEPC district's CERT Teams for training and equipment

**Ineligible costs:**

- Any cost incurred that is considered, or may be considered a conflict of interest;
- Employment or payment of any funds to members of the LEPC for administrative, organizational, program or training related work;
- Any activities that are not on the above eligible lists.

**Progress Reports:**

The LEPC is required to report activities to the State Emergency Response Commission completed on a quarterly basis. The report will be a narrative no longer than one page summarizing the work that has been accomplished during the quarter.

**LEPC Budget and Treasurers Report:**

The LEPC will provide a preliminary budget to the Department that indicates how the \$4,000 grant will be used. The LEPC will also provide the Department a treasurer's report of the LEPC account balances and expenditures monthly, or at least at the end of each State fiscal year quarter (September 30, December 30, March 30, and June 30). A written treasurer's report will be available at each meeting of the LEPC.

Recipient accepts and agrees to comply with the conditions in Addendum A of this document and all applicable regulations.

**STATE OF VERMONT**  
**Department of Public Safety**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Commissioner/ Deputy Commissioner

Date: \_\_\_\_\_

**SUBRECIPIENT**  
**Authorized Representative**

By:

Bonnie Waninger  
Signature

Bonnie Waninger  
Printed Name

Title: Executive Director

Date: 06/14/16

\* See State of Vermont Agency of Administration Bulletin 5.0 for the definition of effective date/execution date.

Cc: Program Workcenter

## Addendum A - Conditions

**Conditions for State Funding Source:** This pre-award agreement is made subject to the requirements and conditions of applicable state policies and procedures including but not limited to those listed as follows:

### State of Vermont

- Standard State Provisions (Agency of Administration Bulletin 5)

Permission to incur costs in advance of the effective date of an official award of funds is granted under the following conditions:

1. The applicant incurs pre-award costs at its' own risk. (i.e., the awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs).
2. Applicant remains fully accountable for meeting the obligations and performance goals of the approved project within budget and within the agreed upon timeframes when/if grant is fully executed, regardless of any pre-award spending.
3. Allowable pre-award costs incurred as a result of this agreement will not be reimbursed until after the award is fully executed.

1 **CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

2 **Executive Committee**

3 **DRAFT Minutes**

4 **June 6, 2016**

5 Present:

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

Staff: B. Waninger, E. Vorwald

9 **Public Comment**

10 None.

12 **Adjustments to the Agenda**

13 B. Waninger requested the following adjustments to the agenda:

- 14 • Move Regional Plan adoption forward to be first on the agenda
- 15 • Approve a temporary, full time Assistant Planner position
- 16 • Approve a FY16 budget adjustment for purchase of equipment

18 **Regional Plan Adoption**

19 E. Vorwald noted that no comments had been received. He discussed the housing distribution  
20 plan and noted there had been discussion as to whether it should be removed from the 2016  
21 Regional Plan, and the housing language developed for Plan Central Vermont inserted in its  
22 place. Vorwald discussed options: No additional changes and modify language to Plan Central  
23 VT approved housing language. He reviewed the consequences of making changes, as described  
24 during the April meeting.

26 *D. LaHaye moved to hold August Commission meeting. Motion died for lack of second.*

28 The Committee expressed that an expired plan is the least desirable option. Staff has been  
29 highlighting the distribution plan requirement to communities during consultations in FY16. J.  
30 Potter suggested staff outreach and technical support to these towns would be the best option.

32 J. Potter will appeal to Commissioners for July meeting attendance.

34 **Meeting Minutes**

35 D. Strong noted a change on page 3, line 2, remove "who" so it reads "J. Potter volunteers to  
36 compile the Committee's..."

38 *D. Strong moved to approve the May 2, 2016 minutes with changes; T. Ruth seconded. Motion  
39 carried.*

1 **Financial Report**

2 B. Waninger discussed a correction that adjusted net income from \$109,000 to \$37,000. She  
3 noted CVRPC's internal controls had worked effectively for identifying that an error existed.  
4 The Commission is on track for a June 30 net income of \$20,000 as planned.  
5

6 **Executive Director Report**

7 Waninger noted that S.230, the energy siting bill, and H.857, the omnibus forest bill, might be  
8 vetoed by the Governor. She also discussed options for addressing the new overtime rule and  
9 noted it would be beneficial for the Committee to make a decision prior to finalizing the  
10 Personnel Policies Manual. Employers must have an "agreement" with employees regarding the  
11 rule, and Personnel Policies can serve as that agreement.  
12

13 **Contract Approval**

14 *CCRPC, DEC HMGP* – Waninger provided an overview of river corridors and what this project  
15 will accomplish. Committee members asked for clarification as to what it means to "pilot" a  
16 project.  
17

18 *D. Strong moved to approve the DEC HMGP agreement with CCRPC; T. Ruth seconded.*  
19 *Motion carried.*  
20

21 **Dental Insurance Renewal**

22 *T. Ruth moved to maintain CVRPC's current dental plan and contribution for FY17; J. Potter*  
23 *seconded. Motion carried.*  
24

25 **Draft Personnel Policy Manual**

26 J. Potter recapped information in the memo in the Committee packet. She noted that this  
27 meeting is about distributing the document for reading. Discussion will occur at the July  
28 meeting.  
29

30 B. Atwood noted how impressed he has been with the work and its thoroughness. It is a  
31 professional document. T. Ruth expressed special thanks to J. Potter for authoring the base  
32 document for discussion. L. Hill-Eubanks noted it showed a good balance of encouraging staff  
33 and providing protection for the Commission.  
34

35 Waninger will distribute the document to all Commissioners.  
36

37 **FY2017 CVRPC Budget and Workplan**

38 Waninger distributed a revised budget that incorporated final numbers on several contracts,  
39 added professional editing services for the Regional Plan, and added personnel funds for a  
40 temporary (3-4 months) Assistant Planner. The Commission is at capacity for accomplishing  
41 work, and there is a potential that an additional \$35,000 in contracts will come in through the  
42 year. Waninger expressed support for filling the position by using the Commission's  
43 AmeriCorps VISTA volunteer when she completes her service. The Committee approved the  
44 proposal.  
45

1 J. Potter asked that the workplan be updated to match the updated budget from June 6 handout.  
2 The Committee requested that workplan and budget be added to the Commission's website to  
3 increase transparency, and that it be presentation to the full Commission in the future to increase  
4 Commissioner understanding of operations and community assistance.

5  
6 *J. Potter moved to approve the FY2017 budget as presented today and to approve the workplan*  
7 *with changes noted above to match the budget; D. Strong seconded. Motion carried.*  
8

#### 9 **Commission Meeting Agenda**

- 10 • Remove "Discussion of changes, as needed" from Regional Plan item description.
- 11 • Have E. Vorwald talk about regional review during public hearing portion of the agenda.
- 12 Add a web link to the town and regional plans and a copy of the Williamstown staff
- 13 analysis into the Commission packet.
- 14 • Add a cover memo for the Bright Blue presentation outlining what it is, what they are
- 15 requesting, and why it's coming to the full Commission.
- 16 • Delete FY17 municipal assistance report.
- 17 • Modify the CVEDC and Chamber reports to a Regional Partners Report item.
- 18 • Move Committees to after the Regional Partners Report. Add packet info about who is
- 19 on Committees and how long the individuals have served.
- 20

21 Members requested that the Director arrange for regional partners representing different interest  
22 groups and perspectives to provide updates to the Commission throughout the year.

#### 23 **FY 2017 Meeting Schedule**

24 The Committee confirmed it will meet on Tuesday, July 5. D. LaHaye will be out of town for  
25 that meeting.  
26  
27

#### 28 **Anticipated Executive Session – 1 V.S.A §313(3), Personnel**

29 Given the late hour, the Committee tabled the Session to the July meeting. The Committee asked  
30 that the Session be scheduled for 5:30 pm on July 5, and the Chair will halt other business at that  
31 time.  
32

#### 33 **Adjourn**

34 *D. Strong moved to adjourn at 6:30 pm; L. Hill-Eubanks seconded. Motion carried.*





## Central Vermont Regional Planning Commission

TO: Executive Committee

FROM: Laurie Emery/Bonnie MacBrien

DATE: June 29, 2016

### RE: Financial Statement

We continue to look healthy and things are going well. One anomaly this time of the year is that the quarter ends June 30, at which point we will have six grants to invoice. Those receivables cover the April 1 to June 30 period and are not reflected in financial reports until invoiced. We can't invoice them until the June 30 payroll is paid and time sheets are completed. Following is the list of grant receivables through June 17, which means that the June 30/July 1 payroll that is FY 16's expense is not included yet.

June Transportation	\$17,696
April to June quarter Brownfields	\$ 3,976
April to June quarter Hazard Mitigation grant	\$13,900
April to June quarter Emergency Management Planning	\$ 2,633
April to June quarter Clean Water	\$ 7,060
April to June quarter Radiological Emergency Response	\$ 675

These items total \$45,940. We will have payroll for all programs of approximately \$21,057 including employer's Social Security and Medicare taxes. Other payables known at this time total \$642. The net then is approximately \$24,241. The attached profit and loss budget to actual shows a deficit of \$7,742 (remember, these not-yet-billed receivables are not included in the financial report) for an estimated end of year net income of \$16,499. Looking at the balance sheet, the Accounts Receivable are \$38,344 and are accounted for in the net income. Other assets include the initial rent security deposit of \$4,415 and \$22,014 in prepaid expenses for July 2016 insurance premiums that are due July 1st. The accrued vacation and accrued pension liabilities are currently adjusted annually when the audit is completed.

We budgeted for a net income of \$9,309. It looks as if we will achieve it.

Staff continues to have a lot of work to accomplish and is diligent about getting the tasks done on time and with excellent quality. It's always been my pleasure to work with this staff! Your new Finance and Office Manager, Bonnie MacBrien, is a joy to work with, pays attention, even listens to me(!), and is doing an outstanding job. Most importantly, she fits right in with the team!

**Central Vermont Regional Planning Commission**  
**Balance Sheet**  
**As of June 29, 2016**

	<u>Jun 29, 16</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 - Checking	55,651.44
1055 - CD People's United Bank	11,189.41
1070 - Peoples - CDBG Disaster Recover	0.42
Total Checking/Savings	66,841.27
Accounts Receivable	
1100 - Accounts Receivable	38,343.70
Total Accounts Receivable	38,343.70
Other Current Assets	
1120 - Prepaid Payroll	3,915.76
Total Other Current Assets	3,915.76
Total Current Assets	109,100.73
Other Assets	
1700 - Deposits	4,415.00
1960 - Other Prepaid Expense	22,014.27
Total Other Assets	26,429.27
<b>TOTAL ASSETS</b>	<b><u>135,530.00</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 - *Accounts Payable	-885.00
Total Accounts Payable	-885.00
Other Current Liabilities	
2100 - FED/FICA withholding	-66.70
2110 - State withholding	-7.82
2135 - LEPC SERC FY 16 deferred	2,567.90
2140 - Accrued Vacation	21,665.28
2160 - Accrued Expenses	8,583.05
2200 - Pension Liability	4,364.04
Total Other Current Liabilities	37,105.75
Total Current Liabilities	36,220.75
Total Liabilities	36,220.75
Equity	
3100 - Fund Balance	354,952.91
3900 - Retained Earnings	-237,724.26
Net Income	-17,919.40
Total Equity	99,309.25
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>135,530.00</u></b>

9:33 AM

06/30/16

Accrual Basis

**Central Vermont Regional Planning Commission**  
**Profit & Loss Budget vs. Actual**  
 July 1, 2015 through June 29, 2016

		CVRPC		
		Jul 1, '15 - Jun 29, 16	Budget	% of Budget
			\$ Over Budget	
<b>Income</b>				
4045 · CDBG Admin	0.00	750.00	-750.00	0.0%
4050 · DCA Core	272,253.00	272,253.00	0.00	100.0%
4070 · Energy Planning	0.00	3,333.00	-3,333.00	0.0%
4071 · Marshfield Bylaw Update	0.00	1,250.00	-1,250.00	0.0%
4072 · East Mont Village MPG	0.00	6,214.00	-6,214.00	0.0%
4146 · MRVPD Admn	4,354.13	4,750.00	-395.87	91.7%
4185 · WBRD Admn	2,600.00	2,600.00	0.00	100.0%
4192 · Urban Forest Grant	1,000.00	0.00	1,000.00	100.0%
4195 · VERI TRORC	1,036.47	931.00	105.47	111.3%
4200 · Town Dues	-10,496.50	0.00	-10,496.50	100.0%
4201 · TownDues FY 16	70,540.80	71,537.00	-996.20	98.6%
4202 · Town Dues FY 2017	1,097.80	0.00	1,097.80	100.0%
4220 · ECO Northfield SW	18,570.00	0.00	18,570.00	100.0%
4225 · ERP Northfld Village SW	35,105.00	0.00	35,105.00	100.0%
4230 · RERP DPS	1,672.65	0.00	1,672.65	100.0%
4232 · LEPC SERC FY 16	1,432.10	0.00	1,432.10	100.0%
4235 · CDBG 16	3,867.53	0.00	3,867.53	100.0%
4240 · DEMHSDPS MOU	501.06	0.00	501.06	100.0%
4400 · Brownfields Grant	10,442.55	15,960.00	-5,517.45	65.4%
4660 · LCPC/PDM now NWRPC	1,950.00	0.00	1,950.00	100.0%
4668 · NRPC PDM-C grant	260.00	0.00	260.00	100.0%
4670 · HMGP MEGA	8,957.53	12,000.00	-3,042.47	74.6%
4671 · EMPG CVRPC	39,548.33	58,894.00	-19,345.67	67.2%
4682 · CDBG-DR-RPC 16	1,272.00	0.00	1,272.00	100.0%
4685 · Green Infrastructure ccrpc rev	5,355.88	4,952.00	403.88	108.2%
4700 · Interest Income	10.25	0.00	10.25	100.0%
4725 · Plainfield CDBG	1,500.00	0.00	1,500.00	100.0%
4730 · Forest Stewardship LCPC	4,072.44	1,000.00	3,072.44	407.2%
4745 · Waterbury ERP FEH GIS	18,916.00	0.00	18,916.00	100.0%
4749.5 · GIS 604B ACRPC	4,000.00	4,000.00	0.00	100.0%
4750 · GIS Project	15,023.00	15,305.00	-282.00	98.2%
4751 · GIS Federal Income	0.00	74,871.00	-74,871.00	0.0%
4810 · Water Quality	11,470.55	18,600.00	-7,129.45	61.7%
4909 · Transportation	171,055.79	206,948.00	-35,892.21	82.7%
4910.5 · Better Back Roads	0.00	8,000.00	-8,000.00	0.0%
<b>Total Income</b>	<b>697,368.36</b>	<b>784,148.00</b>	<b>-86,779.64</b>	<b>88.9%</b>
<b>Gross Profit</b>	<b>697,368.36</b>	<b>784,148.00</b>	<b>-86,779.64</b>	<b>88.9%</b>
<b>Expense</b>				
5000 · Personnel	397,635.41	420,885.00	-23,249.59	94.5%
6005 · ED Job Search	0.00	3,000.00	-3,000.00	0.0%
6010 · Health Insurance	67,652.84	84,207.00	-16,554.16	80.3%
6011 · Life Disability Insurance	3,274.15	4,471.00	-1,196.85	73.2%
6012 · CVRPC FICA	29,387.99	32,618.00	-3,230.01	90.1%
6015 · Workmen's comp	621.00	3,300.00	-2,679.00	18.8%
6016.5 · MRVPD staff travel	34.50	0.00	34.50	100.0%
6017 · Unemployment Comp	1,439.00	1,100.00	339.00	130.8%
6018 · Pension Plan	12,248.06	11,707.00	541.06	104.6%
6023 · Cleaning	1,680.00	1,680.00	0.00	100.0%
6040 · Rent	37,637.38	41,059.00	-3,421.62	91.7%
6050 · Telephone	6,165.98	5,650.00	515.98	109.1%
6080 · Postage	2,801.66	2,530.00	271.66	110.7%
6065 · Food systems Council expense	50.00	0.00	50.00	100.0%
6070 · Dues/Pubs/Subs	3,640.46	4,810.00	-1,169.54	75.7%
6080 · Staff Education	2,127.36	3,000.00	-872.64	70.9%
6082 · Marshfield Zoning	20.52	0.00	20.52	100.0%
6085 · ACCD - other	8,153.12	0.00	8,153.12	100.0%
6088 · MEGA HMPG	538.78	0.00	538.78	100.0%
6089 · Barre Town man hole map	396.18	0.00	396.18	100.0%
6090 · Staff Travel	249.12	12,000.00	-11,750.88	2.1%
6090.5 · Staff Travel - Admin	1,588.31	0.00	1,588.31	100.0%
6092 · EMPG travel etc	474.90	0.00	474.90	100.0%

9:33 AM

06/30/16

Accrual Basis

**Central Vermont Regional Planning Commission**  
**Profit & Loss Budget vs. Actual**  
**July 1, 2015 through June 29, 2016**

	CVRPC			
	Jul 1, '15 - Jun 29, 16	Budget	\$ Over Budget	% of Budget
6093 · PlainfieldCDBG	11.50	0.00	11.50	100.0%
6094 · RERP	139.29	0.00	139.29	100.0%
6097 · LEPC direct expenses	179.49	0.00	179.49	100.0%
6100 · Office Supplies	5,059.88	4,500.00	559.88	112.4%
6115 · Copier Lease Payments	5,100.00	5,550.00	-450.00	91.9%
6116 · Copier extra copies	100.86	0.00	100.86	100.0%
6117 · Copier property tax	98.36	0.00	98.36	100.0%
6120 · Commission Meetings	4,293.68	6,730.00	-2,436.32	63.8%
6140 · Liability Insurance	1,149.00	1,576.00	-427.00	72.9%
6160 · Workshops	0.00	1,200.00	-1,200.00	0.0%
6180 · NRPC PDM-C	45.43	0.00	45.43	100.0%
6186 · CDBG-16 LiDAR	3,000.00	0.00	3,000.00	100.0%
6188 · Clean Water	416.69	0.00	416.69	100.0%
6190 · Northfield ECO SW	45,095.45	61,662.00	-16,566.55	73.1%
6195 · Northfld Village SW ERP	8,602.80	0.00	8,602.80	100.0%
6330 · GIS Eqpt/Software	3,601.44	3,700.00	-98.56	97.3%
6350 · GIS Supplies	474.06	1,200.00	-725.94	39.5%
6400 · Regional Plan	8,665.65	7,200.00	1,465.65	120.4%
6450 · East Montpelier MPG	28.62	0.00	28.62	100.0%
6685 · Green Infrastructure CCRPC Exp	51.93	0.00	51.93	100.0%
6730 · Forest Stewardship exp	39.10	0.00	39.10	100.0%
6745 · Waterbury ERP FEH GIS expense	5,593.00	0.00	5,593.00	100.0%
6825 · SafetyNet/server maintenance	5,992.50	5,500.00	492.50	109.0%
6850 · CVRPC Audit	6,000.00	20,400.00	-14,400.00	29.4%
6855 · Legal Assistance	1,200.00	1,700.00	-500.00	70.6%
6860 · Government Relations	4,227.28	3,000.00	1,227.28	140.9%
7000 · Transportation Direct	16,704.84	18,904.00	-2,199.16	88.4%
7400 · Brownfields expense	1,394.89	0.00	1,394.89	100.0%
7401 · Brownfields Travel	27.54	0.00	27.54	100.0%
<b>Total Expense</b>	<b>705,110.00</b>	<b>774,839.00</b>	<b>-69,729.00</b>	<b>91.0%</b>
<b>Net Income</b>	<b>-7,741.64</b>	<b>9,309.00</b>	<b>-17,050.64</b>	<b>-83.2%</b>

# Executive Director's Report

June 29, 2016

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## Addressing Housing Together

Chittenden County is embarking on a campaign -- Building Homes Together - to strengthen communities through a coordinated effort to build 3,500 homes by 2021 for people of all incomes. This translates to 700 new homes each year aimed at addressing the county's housing crisis. The campaign will focus on policy changes and access to capital, whether this is new monies, increased funding or avoided costs.

In the upcoming year, CVRPC will leverage the power of people working together to help Central Vermont residents and workers enjoy more of their life. The concept is simple: *Let's live and work in Central Vermont!* As a person move further away from their place of employment, savings from less expensive housing can be offset by increased transportation costs. For every 10 miles less driven each week, an individual can pocket \$10. Reduce your commute by 25 miles a day, and use the extra half hour to laugh with friends or read a good book. Watch for information this September about a Central Vermont approach to addressing our Housing + Transportation Affordability crisis!

## Clean Water Conversation – Central Vermont Discussion

Act 64 created a Clean Water Fund to provide additional state funding for water pollution reduction. It established a Clean Water Fund Advisory Committee to supervise the Fund. The Agency of Natural Resources solicited public input on how the funds should be allocated among the various sectors that will be affected by Act 64.

In its initial survey, the Agency found that municipalities had not participated substantially in the survey. The Agency would like to hear from municipal officials regarding Fund priorities. How should available funds be distributed among the sectors? What should be the fund's priorities? CVRPC will be hosting a discussion at the Commission's July 12 meeting. We encourage municipalities to weigh in on this discussion to insure their voices are heard.

## RPCs Participate in Workforce Development Efforts

Earlier this month, Vermont Technical College received a \$4 million US Labor Department grant to provide training and education to prepare low- to middle-skilled Vermonters to enter the workforce with better-paying jobs in industries relevant to Vermont's growth. As part of the application, RPCs committed to provide engagement opportunities in their regions, assist in distributing promotional materials, and participate in a project advisory board.

How does workforce development relate to regional planning? This grant is aimed at identifying ways to remove barriers faced by working, low-income Vermont families in accessing and succeeding in education and training. Child care is one of those barriers, and ensuring safe and affordable child care is an RPC statutory responsibility.

For more information about the grant, visit <http://vtdigger.org/2016/06/17/vermont-tech-receives-4-million-federal-grant-for-manufacturing-training/>.



## Central Vermont Regional Planning Commission

### ROLE OF THE EXECUTIVE COMMITTEE

*Adopted by the Central Vermont Regional Planning Commission February 13, 1996*

It is the role of the Executive Committee to lead and guide the Commission to productive ends. The Executive Committee will endeavor to keep the resources of the Commission in line with the Commission's work program and budget. Pursuant to the Commission's Bylaws, the Executive Committee has the power to act on behalf of the Commission provided that such actions are reported to the Commission. Actions of the Executive Committee will be reported to the Commission via minutes of the Executive Committee and are subject to rescission or amendment by the Commission.

In its effort to promote the effectiveness of the Commission, the Executive Committee is recommending that the role of the Executive Committee be further delineated so that Commission meetings may be spent discussing planning issues and reaching consensus on said issues. The Executive Committee will act on the following items on behalf of the Commission without needing further approval by the Commission unless the Commission chooses to do so.

#### 1. Management/Operations

- A. Approve the annual budget, ACCD contract, and Transportation contract
- B. Accept the annual audit
- C. Approve budget adjustments that may arise during the year
- D. Accept grants or other contracts with outside organizations or agencies, et al.

#### 2. Personnel

- A. Approve the addition/elimination of staff positions and the retention of consultant services as recommended by the Executive Director
- B. Approve amendments to Personnel Policies

#### 3. Contractual Commitments

- A. Approve contracts with consultants as provided for in the Commission's Procurement Procedures
- B. Approval of contracts will deem to be approval of the payment of invoices provided the work has been done to the satisfaction of the Executive Director.

#### 4. Organizational Issues

- a. Determine and approve Commission meeting agendas
- B. Determine appropriate action on policy issues that arise from time to time including legislative issues, RPC allocation formula, or other issues affecting the Central Vermont region and its individual constituent cities and towns.

## SECTION 6.2 COUNCIL OF REGIONAL COMMISSIONS REPRESENTATIVE

Annually, the Commission shall elect a representative to the Council of Regional Commissions who shall be a duly appointed Commissioner or alternate of a member town.

## SECTION 6.3 ELECTION OF OFFICERS

Officers shall be elected by the Commission from among the membership established in Article III, Section 3.1. A nominating committee, consisting of three Commissioners, shall be appointed by the Commission at the February meeting of each year. The nominating committee may nominate candidates for each office, and three additional Commissioners on the Executive Committee.

The Nominating Committee shall present an initial slate of candidates at the March meeting with a final slate of candidates at the April meeting of each year. Additional candidates may be nominated from the floor at the April meeting, at which time nominations will be closed.

A ballot, containing the final slate of candidates, shall be sent, not less than 10 days prior to the May meeting, to all Commissioners eligible to vote. The officers of the Commission and other elected officials shall be elected by receiving the most votes. The results of the ballot shall be ascertained and announced at the Annual Meeting.

## SECTION 6.4 TERMS OF OFFICE

The terms of office of all officers and other elected officials shall be from Annual Meeting to Annual Meeting or until their successors have been elected and installed.

In the event that any office or other elected position is vacated, such vacancy shall be filled at the next regular Commission meeting. Officers so elected are to hold office only for the balance of the current year or until their successors are elected and installed.

Any officer may be removed from office for cause by a 2/3 vote of those present and voting. Any action for removal must be warned one month in advance of the Commission meeting at which such vote will be taken.

## SECTION 6.5 DUTIES OF OFFICERS AND COUNCIL OF REGIONAL COMMISSIONS REPRESENTATIVE

a. The CHAIR shall preside at all meetings of the Commission and the Executive Committee. The Chair shall perform such other duties as are normal or customary to the office, or which may be assigned by the Commission.

b. The VICE-CHAIR shall act as Chair in the absence or incapacity of the Chair, and shall perform such other duties as may be assigned by the Commission.

c. The SECRETARY shall perform all duties customary to that office, including the overseeing of the minutes of Commission meetings and such Committee meetings as the Chair may designate.

d. The TREASURER shall oversee all financial records of the Commission and perform such other duties as are normal and customary to the office.





## Central Vermont Regional Planning Commission

### **Nominating Committee Guidelines**

Adopted by the Commission March 9, 1999

The prime consideration of the Nominating Committee should be the best interest of the Commission and its future.

The Nominating Committee shall seek to balance the interests of the Commission in order to have the Executive Committee as reflective of the Commission as possible.

As long as one member of the Nominating Committee wants an individual considered, the entire Committee will objectively evaluate that potential candidate. The Nominating Committee, having any reasonable interest in a qualified candidate, shall request that the candidate express his or her interest in being considered.

The quality of Executive Committee participation is more important than length of stay on the Committee. Candidates willing to dedicate one year to the Executive Committee should be considered.

The Nominating Committee feels that in order to continuously provide fresh views it is good to have a small turn over in members of the Executive Committee.

The Chairperson will be elected with the assumption that the Chairperson will serve for two terms. The Nominating Committee will first consider a previous vice-chair (if at all possible). A service record that shows dedication to the Commission shall be considered.

To be nominated for vice-chairperson, the person should have previously served on the Executive Committee for at least one year and have an attendance record that shows dedication to the Commission. It is assumed the vice-chair will succeed to the chair.

The treasurer, secretary, and three members-at-large will also be nominated. The following requirements must be met by the candidates:

- served on the Commission for at least one year;
- participated on one or more committees during their term; and
- an attendance record that shows dedication to the Commission.

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## Central Vermont Regional Planning Commission

### MEMO

Date: June 28, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: DEMHS Memorandum of Agreement - Update

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In 2014, RPCs signed a Memorandum of Agreement (MOA) with the Vermont Department of Public Safety (DPS). The MOA (attached) outlines ways RPCs have agreed to assist the State to respond to and recover from disasters. The MOA established a framework that permits RPCs to recapture the cost of this assistance when DPS activates the RPC network for the following roles:

- Perform as a Local Liaison,
- Staff the State Emergency Operations Center,
- Connect towns with post-disaster assistance, and
- Represent the State on Joint Preliminary Damage Assessments with FEMA and town officials.

Although not specified in the MOA, RPCs and DPS maintained a verbal agreement that these roles would only be performed during regular work weeks, and not on weekends or holidays.

At last month's VAPDA meeting, VT Department of Emergency Management and Homeland Security (DEMHS) Director Christopher Herrick requested that RPCs consider fulfilling these roles on weekends and holidays. Herrick noted that when disasters strike, the Department needs an immediate assessment of municipal damages to determine what resources might be needed and to allow the Governor to brief Vermont citizens. The Department is asking, not requiring, RPCs to increase their role.

RPCs are speaking with their staff and Commissioners regarding this request to assess individual RPC positions before responding as a group in July.

For CVRPC, the primary position impacted by this request is the Emergency Planner (Laura Ranker). The position fulfills the Local Liaison role for all activations. For a moderate disaster, such a region-wide event in Central Vermont or other parts of the state, the Transportation Planner (Steve Gladczuk) and GIS Manager (Dan Currier), and to a lesser degree, the Executive Director, may be activated. In the event of an Irene-level disaster, all CVRPC staff might be activated. DPS activates the organization; CVRPC can assign individual staff as desired. Discussion outcomes with CVRPC staff are mixed.

Considerations include:

- Vermont events are primarily winter storms or rain events (May, June, August, December).
- Activations under this MOA include 2 in 2014 and 1 in 2015. CVRPC utilized 21 staff hours in the Local Liaison role during these events.
- Personnel Policy changes may be warranted regarding cancellation for planned vacations and the potential reimbursement of costs.
- New Federal Overtime Rule requirements may apply to individual positions. They would be eligible for reimbursement.

**My recommendation is to respond affirmatively to the request.** The risk of events occurring in this time frame is limited. Staff willing and available to fulfill the role on weekends and holidays could be assigned the task. A rotating schedule could be developed that allows staff to plan vacations.



**STATE OF VERMONT  
DEPARTMENT OF PUBLIC SAFETY**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereafter "Agreement") between Central Vermont Regional Planning Commission (hereafter "CVRPC") and the State of Vermont (hereafter "the State") through the Department of Public Safety (DPS) stipulates that:

WHEREAS, the State has responsibility and authority to undertake certain emergency functions as defined by statute, and

WHEREAS, the State seeks to enlist the assistance of CVRPC in carrying out the State's duties; and

WHEREAS, Regional Planning Commissions fulfill a role for disaster preparedness, response, and recovery at a regional level unlike that of any other entity known to exist in the State of Vermont; and,

WHEREAS, Regional Planning Commissions are established as political subdivisions of the State of Vermont concurrent with 24 V.S.A. § 4341 Creation of regional planning commissions; and

WHEREAS, CVRPC has agreed, subject to the terms and conditions set forth herein, to provide such assistance;

NOW, THEREFORE, the parties hereby agree as follows:

1. CVRPC will provide assistance to all municipalities within their jurisdiction and the State of Vermont in preparation for, in response to, and to recover from disaster in Vermont in the following ways:
  - A. Preparedness and Mitigation
    - i. Assist towns with annual update and maintenance of local emergency operations plans and hazard mitigation plans.
    - ii. Maintain information on critical facilities consistent with the parameters as set forth by the Division of Emergency Management and Homeland Security (DEMHS) Homeland Security Section.
    - iii. Coordinate the provision of training for emergency response

- personnel.
- iv. Act as a liaison with DEMHS and towns regarding overall preparedness as well as when preparations are being done for impending disasters.
- v. Provide staff for training and exercises in order to prepare for response-related activities as outline in the paragraphs below.

**B. Response**

- i. Perform duties pursuant to the State Emergency Operations Center (SEOC) Local Liaison Procedure on behalf of the State of Vermont in order to expedite communications and requests between the SEOC and local jurisdictions during times of disaster. Activities include but are not limited to: soliciting and consolidating damage reports from the affected areas and providing them to the SEOC Planning Section, disseminating information to local officials in the impacted area, and maintaining communication with local officials. Operations will be conducted consistent with the State Emergency Operations Plan and the Local Liaison Implementing Procedures.
- ii. Assist in staffing the State EOC and other state facilities during activations. Staffing of the Planning, Operations, and Logistics sections is essential to State EOC operations and therefore CVRPC personnel who are trained will be tasked with supplementing section personnel. It is understood this provision will not apply if the towns within the CVRPC jurisdiction are impacted by disaster, at which point it is necessary to perform the duties listed in Bi.

**C. Recovery**

- i. CVRPC will coordinate with the towns in their area during the aftermath of the disaster in order to connect them with assistance that may be provided in order to restore critical resources and recover from the impacts of the disaster. This includes assisting the State in organizing applicant briefings for the Public Assistance program, ensuring towns, non-profits, and municipal entities impacted are informed of applicant briefings, identifying potential locations for Disaster Recovery Centers, providing information to towns on how homeowners may apply for Individual Assistance, and providing assistance to Long Term Recovery Committees, as well as other forms of disaster assistance.
- ii. CVRPC staff will represent the State of Vermont on Joint Preliminary Damage Assessments with FEMA and town officials when the assessments are being conducted to determine eligibility for the Individual Assistance Program. This activity involves touring damaged areas with significant home damage in order for FEMA officials to make determinations of the level of damage sustained in Vermont.

2. When assistance is requested by DEMHS in response to a disaster or potential disaster, CVRPC will accommodate to the best of their abilities to focus resources it has within its means to assist the state and local jurisdictions. It is understood that disasters can be localized in nature and therefore not affect all RPCs at once. When CVRPC is not impacted, it is expected to provide assistance is necessary to other impacted RPCs in order to ensure continuity of services to affected local officials and the State EOC.

It is further agreed that, when activated by DEMHS to perform the duties listed in the Response and Recovery Sections above, the State agrees to fully reimburse the CVRPC actual documented costs for labor, fringe benefits, indirect and direct expenses and travel. Timesheets for individual staff will show hours worked. When meals are not provided they will be reimbursed at in-state rates set by the Agency of Administration. Lodging, if stationed more than 40 miles from the CVRPC office, may be billed at government rates. Mileage reimbursement will be the current state rate at time of invoice. Payment for these items will be made by the State of Vermont utilizing available funding streams.

Notwithstanding the provisions of this Memorandum of Agreement, when CVRPC performs the duties listed in Preparedness and Mitigation, payment for these items will be made utilizing the Emergency Management Preparedness Grant, the Radiological Emergency Response Program Fund (for Vermont Yankee activities) and other possible funding streams. Payment provisions will be made clear in the associated sub-grant agreements to support such activities.

3. All bills will be submitted from CVRPC to DEMHS.
4. There will be an annual review of the agreement and any modification to this document will be completed through written agreement.
5. This agreement will begin June 1, 2014 and end December 31, 2017.

**ACKNOWLEDGED AND AGREED:**

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

By: Susan M. Sinclair  
Susan M. Sinclair, Executive Director

DATE: 6/20/14

**VERMONT DEPARTMENT OF PUBLIC SAFETY**

By: Keith Flynn  
Keith Flynn, Commissioner  
Francis X. Pimentale, 3 Deputy

DATE: 9/3/14



## Central Vermont Regional Planning Commission

### **BOARD OF COMMISSIONERS**

*July 12, 2016 at 7:00 pm*

*Central VT Chamber of Commerce*

*Paine Turnpike South, Berlin*

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

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

### **AGENDA**

<u>Time</u>	<u>Description</u>
7:00	<b>Adjustments to the Agenda</b>
7:05	<b>2016 Regional Plan Public Hearing</b> , <i>Eric Vorwald</i> The Plan is available at <a href="http://centralvtplanning.org/programs/regional-planning/regional-plan/">http://centralvtplanning.org/programs/regional-planning/regional-plan/</a> .
7:07	<b>2016 Regional Plan Adoption</b> (enclosed)* Review of public and Commissioner comments. Possible adoption.
7:17	<b>Public Comments</b>
7:20	<b>Clean Water Fund</b> , <i>Kari Dolan, Program Manager, Vermont Clean Water Initiative Program</i> Discussion and identification of Central Vermont water pollution challenges and opportunities, the Clean Water Fund and its role in addressing these needs, activities the Fund can support, and fund allocations in FY2016 and FY2017. Commission input into future priorities.
8:00	<b>Meeting Minutes – June 14, 2016</b> (enclosed)*
8:05	<b>Staff Reports</b> (enclosed) and any updates
8:10	<b>Executive Director's Report</b> (enclosed) and any updates
8:20	<b>Regional Partners Report</b> <ul style="list-style-type: none"><li>– Central VT Economic Development Corporation Report, <i>Jamie Stewart</i></li><li>– Central VT Chamber of Commerce, <i>Bill Moore</i></li></ul>
8:30	<b>Committee Appointments</b> (enclosed)*
8:35	<b>FY2017 Workplan and Budget</b> , <i>Bonnie Waninger</i> (enclosed) Presentation about FY2017 CVRPC activities.
9:00	<b>Adjournment</b>

\* denotes anticipated action item

## Personnel Policy Comments

**Bonnie Waninger**

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**From:** Janice Ohlsson [jgohlsson@gmail.com]  
**Sent:** Wednesday, June 22, 2016 3:11 PM  
**To:** Bonnie Waninger  
**Cc:** PBF  
**Subject:** comments about Personnel Policy

Hi Bonnie!

I - out of interest - looked at the policy and have some general comments.

I am not a professional planner. Most of us on Planning Commissions are volunteers who probably didn't know what we were getting into! Over the 3 years I have been on Calais PC though my take away is that planning is maybe a 4 legged stool. . . effective land use must balance : 1) natural environment/protection; 2) the rights and protection of the land owner; 3) "development" that fits the constraints of our topography, and 4) the financial viability of the town to sustain itself through time. Number 4 is basically how will numbers 1-3 affect the financial resources of the town without impoverishing its citizens.

So I look at CVRPC and the first thing I miss is an overall organizational chart. As I see it such a chart would have the 23 towns with a double arrow line between the 'commissioner' with a double arrow line to CVRPC. Double arrow to represent a 2 way conversation. I see CVRPC job to be that of relaying the municipal issues to the state legislature AND at the same time providing the information of what the state is 'planning' that affects our towns. As I see it you are the municipalities mouthpiece representing our needs and concerns to the state and federal level.

By the same token we need you to inform us via the commissioner of the issues the state is thinking about and a good analysis both pro and con of what the state plans ---how will affect the towns both positively and negatively. And maybe it is that kind of objective analysis that needs to be communicated better.

however, I am now confused with CVRPC -compared to VLCT. VLCT has a definite lobbying role such as in the solar siting bill. What role does CVRPC have in lobbying? Do you work with VLCT, because I sure do not always agree with VLCT.

Anyhow I think an org chart would help.

Also what is the background and education of the current employees. No where can I find that info on the web site.

Over the last year I find I go to the VPIC web site for general planning information as opposed to anything CVRPC has.

\* Comments on only a few of the work areas. water quality

- "Engage municipalities in design and implementing Green Stormwater practices and in adopting Green Infrastructure policies and practices."



better add a line about economic feasibility or ability to pay for such implementation. ----small towns may not be able have large designs. We see the importance of it, but until there is some relief on school taxes, this budget item would get voted down in a heartbeat.

\* What is brownfield development? not explained or defined..... some brownfields - if it is what I think it is, might be good solar siting places. . . .not mentioned here.

These are just some quick off the top of my head issues When does a town go to CVRP and when to VLCT???

thanks for reading.

Jan

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***janoh***

