



**Central Vermont Regional Planning Commission**

**EXECUTIVE COMMITTEE MEETING**

**Wednesday, July 27, 2016**

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

<i>Page</i>	<u><b>AGENDA</b></u>
	4:00 Adjustments to the Agenda Public Comment
2	4:05 Meeting Minutes – July 5, 2016 (enclosed)*
4	4:10 Contract/Agreement Authorization (enclosed)* a) <i>FY17 Agency of Commerce and Community Development</i> – Annual regional planning services
	4:15 Anticipated Executive Session – 1 V.S.A §313(3), Personnel
	4:30 Adjourn

\*Denotes anticipated action item

**NEXT MEETING: Tuesday, September 6, 2016 at 4:00 p.m.**

1                   **CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

2                                   **Executive Committee**

3                                   **DRAFT Minutes**

4                                   **July 5, 2016**

5   Present:

6   ☒ Byron Atwood

7   ☐ David Strong

8   ☐ Laura Hill-Eubanks

9   ☒ Julie Potter

10   ☐ Don La Haye

11   ☒ Larry Hebert

12   ☒ Tina Ruth

13   Staff: B. Waninger, S. Gladczuk, D. Currier

14   Guest: Paul Rose

15   Chair B. Atwood called the meeting to order at 4:12 pm.

16   **Public Comment**

17   None.

18   **Adjustments to the Agenda**

19   B. Waninger requested an additional grant agreement for Vigilant Guard participation be added.

20   **Transportation Planning Initiative**

21   FFY16 Adjustment: S. Gladczuk highlighted changes to the budget and reviewed modified  
22   tasks, which included training new finance staff, purchasing equipment, forming an advisory  
23   group for Housing + Transportation Affordability Analysis outreach, emergency management  
24   trainings, forming a Knapp Airport Committee, and participating in the Systematic Local Road  
25   Safety Program.

26   FFY17: Gladczuk discussed changes to the presentation and content of the work program. J.  
27   Potter said she liked the new format, and seeing the links among work areas and the staff and  
28   products.

29   Gladczuk noted that when final salary rates are set, there will be minor adjustments to the budget  
30   and hours to reflect those changes.

31   *J. Potter moved to approve the FFY16 Work Program and Budget adjustment and authorize the*  
32   *Chair to sign it when it arrives, and to approve FFY17 Work Program and Budget as presented;*  
33   *T. Ruth seconded. Motion carried.*

34   **Contract/Agreement Authorization**

35   G and N Excavation: D. Currier explained the overall project. This is the final phase of  
36   connecting all the impervious surface going into the Dog River. These projects will filter water.  
37   Construction oversight being done by an engineer; the contract for services was signed three  
38   months ago. Northfield's Superintendent of Utilities also providing oversight. Dan must also  
39   visit the site to monitor progress.

1  
2 A site walk with the contractor is scheduled for tomorrow. Part of the project is installing a  
3 Downstream Defender, a structure that creates a vortex and spins out sediment and captures  
4 phosphorus. After construction is completed, the Town will write maintenance plan and own the  
5 project.  
6

7 VT Dept. of Environmental Conservation, 3-Town Stormwater Plan and Berlin Stormwater  
8 Plan: Currier explained the project purpose and his work with the towns prior to submitting the  
9 application. He noted these agreements are signed via digital signatures.  
10

11 VT Dept. of Public Service, Vigilant Guard Exercise: B. Waninger explained the statewide  
12 emergency management exercised called Vigilant Guard, and the RPC role. This agreement  
13 arrived today. The exercise is scheduled for the end of July.  
14

15 *T. Ruth moved to approve contracts and agreements as presented; L. Hebert seconded. Motion*  
16 *carried.*  
17

#### 18 **June 6, 2016 Meeting Minutes**

19 J. Potter noted one correction: Page 80, line 3 "presentation" should be "present". J. Potter  
20 moved to approved with the correction. T. Ruth seconded. Motion carried.  
21

#### 22 **Financial Report**

23 The Committee discussed the Commission's end of year anticipated position. B. Waninger  
24 discussed accrual-based accounting versus cash-based accounting in the context of the finance  
25 staff memo. She explained the negative Town Dues number, which was a correction for an  
26 incorrect deposit.  
27

28 J. Potter requested that the new finance system group contracts by types (watershed, municipal)  
29 if possible (when numbers assigned), and include an acronyms sheet for contract names with  
30 Committee reports. The goal is for the Executive Committee to know what the contracts are.  
31

#### 32 **Executive Director Report**

33 Waninger discussed VAPDA participation in a meeting regarding changes to the Municipal  
34 Planning Grant program. It is becoming increasingly difficult for rural communities to access  
35 this program.  
36

#### 37 **Commission Policies and Guidelines**

38 The Committee asked staff to suggest updates for a future meeting.  
39

#### 40 **RPC/DEMHS Disaster Response Memorandum of Agreement**

41 Tabled.  
42

#### 43 **Commission Meeting Agenda**

44 The Committee discussed the Regional Plan public hearing versus adoption, and participation by  
45 Commissioners. During the Clean Water Fund presentation, members will recommend funds for  
46 clean water work be added to town highway funds to assist towns.

1  
2 **Personnel Policy Manual**

3 P. Rose offered comments on Personnel Policy Manual. He questioned whether CVRPC should  
4 play a role in providing checks and balances for when state or federal government exceeds its  
5 authority. Instead of using wording like "in the public good", he recommended the Commission  
6 use "protect the State and US Constitution."  
7

8 The Committee discussed whether the RPC is the vehicle for pushing back, and whether it  
9 should do that for municipalities or individuals. J. Potter noted the intent of the document was to  
10 set clear expectations for staff. Rose said he was trying to develop a mechanism for when class  
11 action lawsuits are appropriate for pushing back against state and federal policies that aren't  
12 appropriate. Committee members suggested that discussion might be better placed in other  
13 documents, such as bylaws, rather than the Personnel Policies. Committee members expressed  
14 appreciation for his review and participation, and noted they hope he continues to be engaged  
15 with the Commission's policies.  
16

17 **Executive Session - Personnel**

18 *J. Potter moved to enter Executive Session for 1 V.S.A. §313(3), Personnel, at 6 pm; T. Ruth*  
19 *seconded. Motion carried.*  
20

21 *T. Ruth moved to exit Executive Session at 6:30pm; L. Hebert seconded. Motion carried.*  
22

23 *T. Ruth moved to authorize the Chair to sign the Executive Director's performance evaluation; L.*  
24 *Hebert seconded. Motion carried.*  
25

26 Committee members discussed salary increases and how the increase process works. The budget  
27 is approved with an overall salary limit. The Committee sets the Director's salary, and then the  
28 Director makes adjustments to staff salaries from the remaining funds. Cost of living was  
29 negative for FY15, but has increased to 1% and continued to rise in the past few months.  
30 Committee members proposed a 3.8% increase; the Director requested the amount be lowered to  
31 maintain sufficient funds for staff increases. Committee members asked if the FY17 personnel  
32 budget could be increased. The Director indicated the Committee could authorize the change.  
33 Because personnel costs need to be sustainable, it would be advisable to make the adjustment at  
34 the mid-year mark when the FY18 budget is clearer.  
35

36 *J. Potter moved to increase the Executive Director's salary by 2% and to revisit it in six months*  
37 *with the FY17 budget adjustment with an eye towards increasing it; L. Herbert seconded.*  
38 *Motion carried.*  
39

40 **Adjourn**

41 *J. Potter moved to adjourn at 6:50 pm; T. Ruth seconded. Motion carried.*

1. **Parties:** This is a Contract between the State of Vermont's **Agency of Commerce and Community Development** ("Agency"), **Department of Housing and Community Development** ("DHCD," and collectively with ACCD referred to herein as "State"), and the **Central Vermont Regional Planning Commission** with principal place of business at **29 Main Street, Suite 4, Montpelier, Vermont 05602** ("RPC" and collectively with State referred to herein as "Parties"). It is the RPC's responsibility to contact the Vermont Department of Taxes to determine if, by law, the RPC is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** Funding provided through this Contract supports **municipal and regional planning and related activities as described in Attachment A, Specifications of Work to be Performed, Appendix I, RPC Work Plan and Performance Measures, and Appendix II, Schedule for Municipal Consultations**. The Funds dedicated to RPC activities consist of those funds identified in 24 V.S.A. § 4306 and Sec. D.100 of Act 172 (2016 Session) (Appropriations) appropriated to the Agency for such purposes, and distributed to the RPC pursuant to DHCD's "Rules for the Allocation and Distribution of Regional Planning Funds" adopted May 1992 (hereinafter "Rules").
3. **Maximum Amount:** In consideration of the services to be performed by the RPC, the State agrees to pay the RPC for State fiscal year 2017 ("FY 2017"), from **July 1, 2016 to June 30, 2017**, up to the maximum sum of **Two Hundred Sixty Nine Thousand, Four Hundred and Fifty Nine Dollars (\$ 269,459.00)** (hereinafter "Funds").
4. **Contract Term:** This contract shall begin on **July 1, 2016** and end on **June 30, 2017**.
5. **Source of Funds:** State 100% **Special Funds**
6. **Amendment:** This Contract represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and RPC.
7. **Cancellation:** This contract may be canceled by either party by giving written notice at least 30 days in advance.
8. **Contact persons:** The RPC's contact person for this contract is **Bonnie Waninger**, Executive Director; Telephone Number **(802) 229-0389**; E-mail address: **waninger@cvregion.com**  
  
The State's contact person for this contract is: **Faith Ingulsrud**; Telephone Number: **802-828-5228**; E-mail address: **faith.ingulsrud@vermont.gov**
9. **Attachments:** This contract consists of 17 pages including the following attachments which are incorporated herein:
  - Attachment A – Specifications of Work to be Performed
  - Attachment B – Payment Provisions
  - Attachment C – Standard State Provisions for Grants and Contracts (9/1/2015 Revision).
  - Appendix I – FY17 RPC/DHCD Work Plan
  - Appendix II – FY17 Schedule for Municipal Consultations

By signing this Contract, the duly authorized signatory of the RPC represents that, pursuant to, inter alia, 24 V.S.A. §§ 4341 and 4346, the RPC is an entity to which Funds may be made available, and that, pursuant to, inter alia, 24 V.S.A. § 4341, the RPC has and will comply with all relevant eligibility criteria related to Funds.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT:**

Please sign in blue ink only

By the State of Vermont:

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Agency: Agency of Commerce &  
Community Development

By the RPC:

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

(Remainder of page intentionally left blank)

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

The RPC will perform its statutory responsibilities as required by 24 V.S.A. Chapter 117, Subchapter 3. This Contract, including the activities outlined in Appendix I and Appendix II, may constitute only a subset of the overall statutory obligations of the RPC.

**1. State's Goal:** The RPC will help build the foundation for orderly growth. RPCs have statutory and contractual obligations in transportation, brownfields, energy, emergency management, economic development, natural resources and local and regional land use planning.

**2. Contract Oversight:** Funds are provided to the RPC to support the provision of services and completion of products specifically described in this contract's Appendix I and Appendix II, and must be used in a manner that conforms to all relevant State standards. The services performed under this Contract shall be monitored by State assigned staff. Reporting requirements will include performance expectations and deliverables, as stated in Appendix I and Appendix II. Any changes to time, scope, and/or resources shall be discussed in advance and the impacts to the work to be performed will be determined and reduced to writing by the State and the RPC in the form of a contract amendment. If any Deliverables are not provided to the Agency by the RPC in a timely manner, the Agency may withhold progress payments or institute the process established in Section 4, below.

**3. RPC Deliverables:**

- 3A.** The RPC will deliver the prior contract year-end annual report to the State no later than **July 31, 2016**. The report will conform to any required format distributed by the Agency, and will address services provided and activities completed pursuant to prior year Scope of Work.
- 3B.** The RPC will deliver a final audit report and financial statements, including any attachments, letters or responses regarding any findings, to the Agency no later than **six months after the end of the RPC's fiscal year**. If applicable, the RPC must provide documentation to DHCD to demonstrate that any findings have been or will be addressed.
- 3C.** The RPC will complete a mid-term report for the period of **July 1, 2016 to December 31, 2016, due January 15, 2017**, and a final report for the period of **January 1, 2017 to June 30, 2017, due July 31, 2017**. These reports will summarize progress and completion of projects outlined in the workplan, and any significant changes made, as approved by the State, in the RPC Appendix I and Appendix II.

Upon receipt of each Report submission, the State, in order to fully assess the effectiveness of this contract, may require additional information from the RPC, including anticipated and actual expenses that will include a summary of the RPC's operating budget that identifies all sources of funding by source (federal, state (by agency), municipal, other) and type (grants, contracts, dues, other).

**4. Default/Recapture of Funds/Termination of Contract:** Failure by the RPC to fulfill in a timely and proper manner its obligations under, or comply with, any of the terms or conditions of this contract

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

**5. Copyright:** Upon full payment by the State, all products of the RPC's work funded by the State, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the joint property of the State of Vermont and the RPC. The RPC will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. The RPC shall not use any copyright protected material in the performance of the work under this contract that would require the payment of any fee for present or future use of the same by the State. To the extent the RPC uses copyrighted materials in performance of work under this Contract, the RPC shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material.

**6. Public Records:** Notwithstanding any provision contained herein, the records remaining solely in the possession of any client entity of the RPC shall not be subject to public inspection under the provisions of 1 V.S.A., chapter 5, subchapter 3. The only records of a client entity that will be subject to public inspection are those documents actually in the RPC's possession and not exempt from public inspection pursuant to Vermont's Access to Public Records Law or any other provision of law.

(End of Attachment A)



**ATTACHMENT B  
PAYMENT PROVISIONS**

**1. Payment of Funds:** The Funds shall be payable to the RPC under this contract in four equal advance payments, provided that the RPC has submitted invoices as specifically stated below along with required insurance documentation and deliverables, as follows:

**Important** – All invoices submitted by the RPC must list and identify the total amount for the quarter less the retainage to be withheld from each invoice (see #2 below, and the chart on page 6 listing the exact amounts to be submitted). Reimbursement of invoices not identifying these amounts will be delayed until receipt by the State of a corrected invoice. All invoices must be emailed to [annina.seiler@vermont.gov](mailto:annina.seiler@vermont.gov) and [lucie.macaskill@vermont.gov](mailto:lucie.macaskill@vermont.gov) for processing.

**Payment #1**, equal to funding for the **first quarter** of this twelve-month contract, will be paid to the RPC **on or about July 15, 2016**, provided that this contract has been duly executed and if applicable that the RPC has demonstrated that any findings from the RPC's most recent audit have been or will be addressed.

**Payment #2**, equal to funding for the **second quarter** of this twelve-month contract, will be paid to the RPC **on or about October 1, 2016**, but in no event prior to receipt and approval by DHCD of the prior contract year-end annual report.

**Payment #3**, equal to funding for the **third quarter** of this twelve-month contract, will be payable upon receipt and approval by the Commissioner of DHCD of the **mid-term report showing satisfactory progress in completing the terms of this contract**. Timing of payment will correspond to the submission date of the mid-term report: submission of a report by December 31, 2016 will result in payment on or about January 15, 2017; submission of a report by January 15, 2017 will result in payment on or about January 30, 2017.

**Payment #4**, equal to funding for the **fourth quarter** of this twelve-month contract, will be paid to the RPC **on or about April 1, 2017**.

**2. Retainage:** Retainage of five percent (5%) per payment will be held by the State pending the RPC's completion of the work required under this Contract, and specifically identified on each invoice by the RPC as stated in the chart below. The State will evaluate performance based on the RPC's completion of required work, reporting, and quality of data supplied. Upon a determination by the Commissioner that the RPC has adequately completed the required work, provision of data, and reporting, and no area of performance is rated as "Needs Improvement" in the Targets of Appendix I's Scope of Work and Performance Measures, the State will release the retainage upon receipt from the RPC of an acceptable invoice for the total retained amount.

However, if the RPC has tasks in "Needs Improvement," it may be subject to the 5% being retained permanently or until the task is completed. The DHCD Commissioner may meet with the RPC to discuss the areas in need of improvement and consider plans or approaches the RPC may employ to

improve performance. The DHCD Commissioner will review any extenuating circumstances on a case-by-case basis.

**Timing of final payment will correspond to the submission date of the final report:** submission of a report by July 15, 2017 will result in payment on or about July 31, 2017; submission of a report by July 31, 2017 will result in payment on or about August 15, 2017.

Vendor Name	Total Allocation	Quarterly Allocation	Quarterly Retainage	Quarterly Invoice Amount	Total Retainage
Addison County Regional Planning Commission	\$233,744.00	\$58,436.00	\$2,921.80	\$55,514.20	\$11,687.20
Bennington County Regional Commission	\$223,606.00	\$55,902.50	\$2,795.08	\$53,106.43	\$11,180.30
<b>Central Vermont Regional Planning Commission</b>	<b>\$269,459.00</b>	<b>\$67,365.75</b>	<b>\$3,368.24</b>	<b>\$63,997.51</b>	<b>\$13,472.95</b>
Chittenden County Regional Planning Commission	\$385,778.00	\$96,445.50	\$4,822.23	\$91,622.28	\$19,288.90
Lamoille County Regional Commission	\$206,442.00	\$51,611.50	\$2,580.53	\$49,030.98	\$10,322.10
Northwest Regional Planning Commission	\$254,519.00	\$63,630.75	\$3,181.49	\$60,448.26	\$12,725.95
Northeastern Vermont Development Association	\$338,391.00	\$84,598.75	\$4,229.89	\$80,368.86	\$16,919.55
Rutland Regional Planning Commission	\$270,151.00	\$67,538.75	\$3,376.89	\$64,161.86	\$13,507.55
Southern Windsor County Regional Planning Commission	\$197,569.00	\$49,392.25	\$2,469.61	\$46,923.64	\$9,878.45
Two Rivers-Ottawaquechee Regional Commission	\$280,736.00	\$70,184.00	\$3,509.20	\$66,675.80	\$14,036.80
Windham Regional Commission	\$264,023.00	\$66,006.75	\$3,300.29	\$62,705.46	\$13,201.15

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

(End of Attachment B)

**ATTACHMENT C**  
**STANDARD STATE PROVISIONS**  
**FOR CONTRACTS AND GRANTS (9/1/2015 Version)**

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

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

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

\$50,000 Fire/ Legal/Liability

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

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

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

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

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

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

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

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

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

**16. No Gifts or Gratuities:** Party shall not give title or possession of 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 Attachment C – Standard State Provisions)

## Appendix I

### FY17 RPC/DHCD WORK PLAN

\* = Collective actions that involve all RPCs

#### 1. REGIONAL PLANNING

- Utilize the Vermont Association of Planning and Development Agencies (VAPDA) developed implementation template when a regional plan is updated.
- Report on implementation in the individual annual report (see task in Core Functions below)
- Review Act 250 major applications and Section 248 applications with hearings (or potential applications) in relation to the regional plan.
- Report on the number of applications commented on, providing more detail about those involving substantive comment, reporting in the midterm and final reports.
- Collect data on the number of units located at multifamily addresses in the E-911 database for use in measuring land use activity per the methodology developed in FY16.

<b>How much was done?</b> Yes/no/NA - Regional Plan update used implementation template Yes/no – Individual RPC annual report includes implementation progress # of major applications reviewed # and % considered consistent with the regional plan Yes/no – Multifamily address data collected	<b>How well was it done?</b> Regional Plan implementation progress documented by 9/30/2017 % of Act 250 major applications and Section 248 that received review and comment E-911 multifamily unit data collected and reported by 6/30/2017
<b>Is anyone better off?</b> Yes/no – Regional plan implementation and progress is communicated annually. % and type of comments that were addressed during project application development or in permit condition Yes/no – Housing unit data is complete and available for analysis.	
<b>Narrative - List projects and explain RPC comments that were addressed.</b>	

#### Needs Improvement:

Regional Plan adopted without implementation template included (if plan is updated).  
 Less than 80% of major applications reviewed, summary not completed or not completed as part of the final report.  
 E-911 multifamily unit data not collected and reported by 6/30/17.



## 2. MUNICIPAL PLANNING AND TECHNICAL ASSISTANCE

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

How much was done?	How well was it done?
# of municipal plan approval requests reviewed	% of municipal plan reviews completed within statutory schedule (based on # of approvals requested)
# of consultations completed	% of statutory consultations completed on time (based on attached schedule)
# of municipalities that receive municipal plan assistance	% of municipalities receiving assistance on ERAF requirements
# of municipalities receiving assistance on ERAF requirements	% of municipalities that received municipal plan assistance
# flood resilience checklists completed and submitted to DHCD	% of municipalities with flood resilience checklists completed and submitted to DHCD
# municipalities assisted with using the MET process	% of municipalities that received technical assistance
# of municipalities that received technical assistance	
Is anyone better off?	
# and % of municipal plan approvals requested acted upon by RPC	
# and % of municipalities with adopted plans	
# and % of municipalities incorporating consultation recommendations in plan updates	
# and % of municipalities eligible for reduced local match under the ERAF rule.	

Yes/no - Municipalities receive a comprehensive overview of flood resilience measures and state receives consistent data on local needs for assistance.

**Narrative – Which towns received plan assistance and what was done? Any additional explanation.**

**Needs Improvement:**

Less than 80% of FY17 municipal plan reviews were completed within the statutory time frame.  
 Less than 80% of FY17 consultations were completed at least 12 months prior to plan expiration.

Less than 80% of the region's municipalities that received a consultation, ERAF assistance or municipal plan assistance also have submitted a flood resilience checklist.

**3. MUNICIPAL TRAINING AND EDUCATION**

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

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

**Needs Improvement –**

Less than two trainings completed and surveys not documented in final report.

Did not report to DHCD on training needs from consultation forms

Did not participate in Planning Manual training(s) with DHCD.

#### 4. REGIONAL AND STATE ISSUES

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

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

#### Needs Improvement:

Did not participate in damage assessment training or data collection if needed.  
 Did not participate in state designation program outreach when requested.  
 Did not participate in infrastructure assistance outreach when requested.

## 5. CORE FUNCTIONS & IMPLEMENTATION ASSISTANCE

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

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

### Needs Improvement:

Individual report of Regional Plan implementation actions not completed by 9/30/2017  
 Less than 50% of municipalities receive assistance.  
 Standard measures not provided by 12/10/16.\*

## Appendix II

### CVRPC FY17 Schedule for Municipal Consultations

ACTIVITY: Conduct statutory consultations with municipalities with plans expiring within 12-24 months and document results. Contact municipalities with plans expiring in FY 18 and offer to assist with updating the plans to meet statutory requirements.

Municipality	Plan Expiration Date	Prior Consultation Date	Consultation Targeted for FY17? (y/n)	Notes
East Montpelier	06/01/18	10/18/12	Y	
Middlesex	03/01/18	04/19/12	Y	
Montpelier	12/01/17	06/24/13	Y	Plan update in progresss
Orange	03/01/18	12/11/12	Y	
Washington	11/01/18	06/25/12	Y	
Waterbury Town	11/01/18	04/23/12	Y	
Waterbury Village	11/01/18	04/23/12	Y	
Woodbury	Plan expired	02/18/13	Y	Plan updated except for flood resilience element
Worcester	Plan expired	04/23/12	Y	Need adopted plan to renew Village Center Designation in Jan 2017

