



## EXECUTIVE COMMITTEE MEETING

Tuesday, September 6, 2016

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

Page **AGENDA**

**4:00 Adjustments to the Agenda**

**4:05 Public Comment**

**4:10 Consent Items** (enclosed)\*

2 a) Meeting Minutes – July 5, 2016 and July 27, 2016

7 b) Executive Director Report

9 **4:15 Contract/Agreement Authorization** (enclosed)\*

12 a) *VT Dept. of Environmental Conservation, Mad River Corridor Plan* – Create a Mad River Corridor Plan, which will serve to assess the physical condition of the Mad River and identify opportunities for restoration.

27 b) *VT Dept. of Public Safety, Emergency Management Performance Grant (EMPG)* – Annual emergency management agreement for Planning, Training & Exercise, Technical Assistance, and Response & Recovery Support. The Notice to Proceed allows work to take place in advance of the agreement being signed.

**4:20 Personnel Policy Manual** (provided previously)

**5:00 Commission Meetings** (enclosed)\*

55 a) Regional services providers

61 b) September agenda approval

**5:35 Policy Approvals**

a) Procurement Procedures (to be provided at meeting; initial briefing on changes)

**5:40 Anticipated Executive Session – 1 V.S.A §313(3), Personnel**

**5:55 Anticipated Executive Session – 1 V.S.A §313(1)(a), Contracts**

**6:00 Adjourn**

\*Denotes anticipated action item

**NEXT MEETING: Monday, October 3, 2016 at 4:00 p.m.**

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

Present:

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

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

Guest: Paul Rose

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

**Public Comment**

None.

**Adjustments to the Agenda**

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

**Transportation Planning Initiative**

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

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

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

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

**Contract/Agreement Authorization**

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

**Personnel Policy Manual**

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

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

**Executive Session - Personnel**

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

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

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

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

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

**Adjourn**

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

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Executive Committee**  
**DRAFT Minutes**  
**July 27, 2016**

Present:

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

Staff: B. Waninger

Guest: None.

Chair B. Atwood called the meeting to order at 4:00 pm.

**Public Comment**

None.

**Adjustments to the Agenda**

Commission Meeting Speakers: D. LaHaye asked that a future Executive Committee meeting address who is invited to speak at Commission meetings. He expressed concern that state law may have been violated at the last meeting since the Chamber Director promoted an opposition vote (political position) to the Berlin local sales tax. He requested a follow-up discussion be added to the September Executive Committee agenda.

B. Waninger noted that Committee agenda were full for the next three months, and the Committee has been finding its meetings lasting longer than anticipated. She had planned to request that the Committee conduct twice a month meetings for 6 months to one year to catch up on organizational issues, such as policy development. T. Ruth asked if a consent agenda could be used as a tool for meeting management. Waninger explained what consent agendas were and how they worked. The Committee agreed to use this tool and evaluate how it works. J. Potter noted another tool could be to authorize the Director to sign contracts up to a higher value, such as \$50,000, with the Committee still receiving copies of contracts. She also recommended the Chair and Director strategize about other ways to maximize meeting time.

Waninger requested to add a brief update on personnel and budget.

**Meeting Minutes – July 5, 2016**

Tabled.

**Contract/Agreement Authorization**

FY17 Agency of Commerce and Community Development - Waninger described the e-911 multi-family database task and the history of DHCD/RPC negotiation on this topic. Waninger

1 noted that CVRPC's estimated for completing this work as originally requested by DHCD  
2 was ~\$30,000. Other methodologies are being explored; they may result in incomplete data  
3 or significantly skewed data. It may be more cost effective to lose the contract retainage than  
4 to create the information. DHCD is aware of the data challenges. She recommended the  
5 agreement be signed, and the Committee review progress on the task in December.  
6

7 *D. Strong moved to approve the FY17 Agency of Commerce and Community Development*  
8 *agreement; J. Potter seconded.* Potter asked that the committee be sent the entire contract since  
9 the packet was missing event numbered pages. L. Hebert noted he prefers to push back on this  
10 issue now if it is not a good investment of resources. D. LaHaye called the question. *Motion*  
11 *carried.*  
12

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

14 B. Waninger asked to provide an update related to a personnel issue discussed at the last  
15 meeting. That issue met the legal requirement for Executive Session.  
16

17 *D. LaHaye moved to enter Executive Session for 1 V.S.A §313(3), Personnel, at 4:55 pm; J.*  
18 *Potter seconded. Motion carried.*  
19

20 *J. Potter moved to exit Executive Session at 5:25 pm; L Hill-Eubanks seconded. Motion carried.*  
21

22 No action was taken  
23

### 24 **Budget Update**

25 Waninger noted she had discovered an error in the budget. Fringe benefits were double counted  
26 as direct and indirect expenses. This means there is additional work to be completed and a  
27 corresponding need for additional staff capacity for FY17. She notified the Committee that she  
28 intends to advertise a position in advance of bringing an adjusted budget to the Committee at its  
29 September meeting. If, at that time, the Committee believes additional staffing isn't warranted,  
30 the position advertisement can be retracted. The Committee agreed this approach was  
31 appropriate.  
32

### 33 **Adjourn**

34 *D. Strong moved to adjourn at 5:26 pm; L. Hill-Eubanks seconded. Motion carried.*  
35

# Executive Director's Report

August 29, 2016

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## Act 171 – Beyond the Law

Act 171, also known as the Forest Omnibus act, resulted in several changes to planning law (see CVRPC July newsletter). As part of signing the bill, the Governor also directed the Secretary of Commerce and Community Development and Natural Resources to publish guidance for implementation of section 16 related to Chapter 117 changes. Specifically:

**ANR Rules or Procedures:** ANR will promulgate a rule or procedure to define “high-value forest blocks” and “habitat connectors” as those limited areas of the state with demonstrated, science-based attributes and values of importance. ANR’s rule or procedure will also identify areas of high-value forest and areas of habitat connectivity throughout the state, so that towns may satisfy the obligation to map those areas requiring “special consideration ... for the maintenance of forest blocks ... and habitat connectors ...” by incorporating ANR’s guidance into town plans. This rule will provide clarity for towns regarding state-identified areas with the features and significance that H.857 (Act 171) seeks to protect, while ensuring that development opportunities exist outside those areas to the extent allowed by law.

**Model Bylaw:** ANR will work with ACCD to develop a model bylaw and formal guidance for towns seeking to implement the planning provisions in H.857 that will allow towns to adopt reasonable plan language that satisfies legal obligations and the goals of the local community.

**Guidance regarding Takings:** ANR will develop guidance to ensure that towns implementing H.857 avoid regulatory takings.

**Incorporation of Above in ACCD’s Planning Manual:** ACCD will update its Planning Manual to reference and explain the above rule or procedure promulgated by ANR, the model bylaw, guidance regarding takings, and any other model language or information designed to ensure reasonable and practical implementation of section 16 of H.857.

## Statewide Representation: Forest Integrity and Land Use Study Committee

I serve as VAPDA’s representation to this Legislative study committee. The Committee’s charge is to study potential revisions to Act 250 and Chapter 117, subchapter 7 (bylaws) to protect contiguous areas of forestland from fragmentation and promote habitat connectivity between forestlands. Dept. of Forests, Parks and Recreation Commissioner Michael Snyder will discuss the challenges of forest fragmentation at the September Commission meeting. There is documented evidence that Vermont’s forests are being fragmented. Increased parcelization is an anticipated outcome of an

aging population. This issue links with many others, such as housing location, the availability and cost of services, and stormwater runoff impacts to flood resilience and water quality. Visit <http://fpr.vermont.gov/forest/act-171-study-committee> for information, including the Department's 2015 Forest Fragmentation Report.

### **VT River Conservancy Partnership - Worcester Woods Stormwater Mitigation**

The VT River Conservancy (VRC) approached CVRPC about a partnership effort whereby CVRPC would act as fiscal agent for VRC's Worcester Woods stormwater mitigation project. Later this fall, VRC will own ~75 acres of linear property in Worcester and Elmore, situated between Rt. 12 and the North Branch of the Winooski River. The property includes a section of old Rt. 12, which was abandoned in the 1960s. The former road is severely eroding, primarily from disuse and runoff conveyed through culverts under the new Rt. 12. VRC would like to pursue VTrans Transportation Alternatives funding to implement stormwater mitigation treatments, and it not an eligible applicant. As fiscal agent, CVRPC would be the project applicant, insuring the funds are used in accordance with the grant's guidelines, processing requests for reimbursement, completing progress reports, and guiding VRC through the federal and state regulations governing the program. Using other funds, VRC would convert the former road bed into a trail. The Worcester Selectboard has expressed support for the project.

### **Community/Partner Visits & Media Contacts**

- Barbara Farr, Waterbury's Long Term Recovery Coordinator, community activities for hazard mitigation and transportation
- Will Eberle, Agency of Human Services Field Director, overview of agency activities
- Savannah Riddle, Department of Health Chronic Disease Specialist, overview of department activities and land use links
- Jeff Schultz & Nate Freeman, Northfield, legislative changes, town priorities, and economic development planning
- Steve Lotspeich & Zoe Gordon, potential for Area Wide brownfields planning for Waterbury
- Stanley Blow, Waterbury Record, regional development trends interview
- Bruce Johnson, East Montpelier, land conservation planning/event, forest integrity planning
- Jamie Fidel, VT Natural Resource Council, potential Central Vermont forest integrity planning project
- Karen Deasy & Lori Camp, Cabot, municipal planning grant application for economic study
- Anita Kelman, Capstone Weatherization Program, organization overview and energy planning links
- Multiple state and federal agency officials, Army Corps of Engineers Silver Jacket event
- Vermont River Conservancy, Worcester Woods Rt. 12 stormwater mitigation project





## MEMO

Date: September 2, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract Approval

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

### GRANT AND SERVICE AGREEMENTS

#### VT Dept. of Environmental Conservation, Mad River Corridor Plan

**Scope of Work:** Create a Mad River Corridor Plan, which will serve to assess the physical condition of the Mad River and identify opportunities for restoration.

The main activity is conducting a Phase 2 Stream Geomorphic Assessment and River Corridor Planning for 17.6 miles of river. Rivers and streams to be assessed are: Mad River, Doctors Brook, Welder Brook, Dowsville Brook, Jones Brook, Kelley Brook, Herring Brook and Cox Brook. This activity will be completed by a contractor hired by CVRPC. CVRPC staff will act as project coordinator, carry out public and landowner engagement, and coordinate with the towns and other partners.

**Funding:**

Grant Amount: \$27,878 (state funds)

Match Amount: \$400

Match Source: CVRPC grant administration services (Town dues)

**Performance Period:** Upon signature by the State (~09/30/16) – April 30, 2018

**CVRPC Staff:** Dan Currier (project manager), Marian Wolz (public engagement assistance), Bonnie MacBrien (match)

**Notes:** \$26,150 is contractor services; CVRPC expenses are \$1,728 plus \$400 match. This award was included in the FY17 budget.

**VT Dept. of Public Safety, Emergency Management Performance Grant (EMPG)**

**Scope of Work:** Annual emergency management agreement for Planning, Training & Exercise, Technical Assistance, and Response & Recovery Support.

**Funding:**

Grant Amount: \$unknown; likely between \$40-55,000 (federal)

Match Amount: 50% (equal to grant award)

Match Source: Global cash-in-kind match of CVRPC ACCD regional planning funds, and in-kind match from local participation in meetings and other activities.

**Performance Period:** Upon signature by the State (10/01/16) – 09/30/16

**CVRPC Staff:** Laura Ranker (program manager); all staff may participate in individual activities include in this program as applicable to their positions.

**Notes:** The Notice to Proceed allows work to take place in advance of the application being submitted and the final agreement being signed. This award was included in the FY17 budget at \$41,500, which reflects past awards. CVRPC has demonstrated excellent performance for the two years it has operated the program internally. For instance, town compliance for completing Local Emergency Operations Plans jumped from 33% in 2014 to 100% in 2016.

This year, DEMHS has modified the program and requested zero based budgeting. Traditionally, RPCs could assume the "baseline" budget from the previous year was automatically approved. Zero based budgeting asks applicants to justify every line item of the budget, rather than only the changes. To some degree, DEMHS has moved this contract to a product/service based payment system, and removed general technical assistance from the workplan. This means an RPC must identify in advance the services to be provided to communities, which reduces flexibility in responding to emerging needs. The work program includes requires tasks for all RPCs. RPCs may also propose to complete optional tasks.

DEMHS changed its approached to the program because federal and state budgets are tightening. The State's reliance on using Vermont Yankee funds to support state-level emergency planning means that in two years, the State will either need to use EMPG funds to support state-level planning (fewer funds available for RPCs to work with municipalities) or find an alternative funding source. RPCs are anticipating EMPG funds may decrease by as much as 50% for FY2019.

I recommend approval of the service agreements.

## INFORMATIONAL ONLY

### **VT Agency of Transportation, Better Roads** (2 contracts)

**#1 - Scope of Work:** Road and culvert inventory and capital budget for Montpelier.

**Funding:**

Grant Amount: \$8,000 (state)

Match Amount: \$2,000

Match Source: Town in-kind services for culvert location and capital budgeting.

**Performance Period:** 07/01/16 – 12/31/18

**#2 - Scope of Work:** Culvert inventory and capital budget for Roxbury

**Agreement 2: Roxbury**

Grant Amount: \$4,594 (state)

Match Amount: \$1,148.50

Match Source: Town in-kind services for culvert location and capital budgeting.

***FOR BOTH PROJECTS***

**Performance Period:** 07/01/16 – 12/31/18

**CVRPC Staff:** Ashley Andrews, Transportation Intern, Dan Currier (project manager)

**Notes:** When municipalities apply for these grants, they commit to providing match. If a municipality indicates it will use the RPC as its service provider, VTrans has begun writing the contract directly with the RPC to reduce its administrative burden. While this facilitates contracting for VTrans, it puts the RPC at risk to provide cash funds for match should a municipality not provide its committed in-kind services. As a result, some RPCs have opted to reject the VTrans contract.

CVRPC chose to accept the VTrans direct contract because its towns have historically met their match requirements. CVRPC also has chosen to mitigate its risk in several ways.

- a) When assisting municipalities with the initial grant application, CVRPC and the municipality calculate the value of anticipated municipal staff time to insure it will be sufficient to meet the match.
- b) Because municipal staff accompany CVRPC staff during the inventory process, CVRPC takes responsibility for tracking and documenting municipal time using a log sheet.
- c) CVRPC signs a Memorandum of Understanding (MOU) with each municipality prior to project start. The MOU outlines the municipality's responsibilities and includes a requirement that the municipality will provide cash match if its in-kind services are insufficient to cover the required match.

Although this process is new, municipalities have appreciated CVRPC's assistance and the reduction in their paperwork and administrative duties.



Vermont Department of Environmental Conservation

Agency of Natural Resources

## 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 Mad River Corridor 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 **\$27,878**. Required match is equal to at least **\$400**. 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 April 30, 2018.
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 \$27,878 to implement the Mad River Corridor Plan, which will serve to assess the physical condition of the Mad River and identify opportunities for restoration, serving the dual purpose of protecting the State's water quality and supporting the Grantee's goal of improving water quality and flood resilience in the Mad River watershed .

**Performance Measure(s) for this Grant:** 60 projects identified and up to 17.6 stream miles assessed

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.

The grantee will conduct a Phase 2 Stream Geomorphic Assessment and River Corridor Planning project, including 17.6 miles of river. The following rivers and streams will be assessed: Mad River, Doctors Brook, Welder Brook, Dowsville Brook, Jones Brook, Kelley Brook, Herring Brook and Cox Brook. The Grantee will present the River Corridor Plan and its project list to Moretown. With heightened risk of flooding due to a changing climate as well as increased need for river corridor management, this plan will be the first step needed to address risk and identifying locations for pre-disaster mitigation efforts and river corridor protection.

The grantee will:

- 1) Meet with the Regional Planning Commission, State, local Towns, and Partners to identify critical reaches/location for assessment.
- 2) Collect Phase 2 stream geomorphic and habitat assessment data, including Phase 2, Steps 1-7, for designated reaches.
- 3) Conduct public or landowner meetings/efforts
- 4) Complete a River Corridor Plan on designated reaches including project table.
- 5) Present the River Corridor Plan and project list to Town and landowners.

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(s)	Due Date	Payment
1.	Project initiation.	Signed agreement and copy of press release.	October, 2016	\$1,089
2.	RFP process for a project consultant	Copy of RFP and executed contract between Grantee and subcontractor.	March, 2017	\$2,000
3.	Prioritize Reaches with Partners and conduct landowner outreach	List of Selected Reaches, copy of landowner letter, list of landowners contacted with address	April, 2017	\$5,000
4.	Phase 2 SGA field work	SGA data entered in the State Data Management System (DMS) for at least steps 1 and 2 of the Phase 2 SGA protocol for up to 17 miles of stream	September, 2017	\$2,000
5.	Phase 2 SGA data entry	All SGA data entered in the DMS for all steps for all assessed reaches (including cross section	November, 2017	\$5,000

	Milestone	Deliverable(s)	Due Date	Payment
		worksheets), all SGA GIS data (including FIT and field verified valley walls) delivered to State, all field photos and associated photo log delivered to State		
6.	Draft of the river corridor plan	Copy of the draft river corridor plan provided to State in electronic format	December, 2017	\$1,000
7.	Meet with partners to discuss draft river corridor plan and project list to prepare for meetings with the towns and land owners	List of attendees, and summary memo of meeting	January, 2018	\$5,000
8.	Outreach to interested landowners about identified projects	List of landowners contact and interest in identified projects.	March, 2018	\$2,000
9.	present River Corridor Plan and Project List to the town of Moretown Selectboard, Planning Commission, Municipal Staff, and landowners.	Presentation material, list of attendees, and summary memo of meeting	April, 2018	\$2,000
10.	Final river corridor plan	Final River Corridor Plan, GIS data, and Performance Report	June, 2018	\$2,789
	<b>Total</b>			<b>\$27,878</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: **Low**

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: 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 #:** 2017-ERP-1-03

**Purchase Order #:** 6999

**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 - Signed grant agreement and press release.	\$1,089			\$	
2 - RFP process for a project consultant in accordance with accepted procurement procedures.	\$2,000			\$	
3 - Prioritization of Reaches with Partners and landowner outreach for selected reaches	\$5,000			\$	
4 - Phase 2 SGA field work complete	\$2,000			\$	
5. - Phase 2 SGA data entry complete	\$5,000			\$	
6 - Draft of the river corridor plan	\$1,000			\$	
7 - Meet with partners to discuss draft river corridor plan and project list	\$5,000			\$	
8 - Outreach to interested landowners	\$2,000			\$	
9 - Present River Corridor Plan and Project List to the Town	\$2,000			\$	
10 - Complete final river corridor plan; final report	\$2,789			\$	
<b>Total</b>	<b>\$27,878</b>			<b>\$</b>	<b>\$ 400</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:	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 Agreements 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:** Mad River Corridor Plan

**Organization:** Central Vermont Regional Planning Commission

**Location:**

**Grant Number:** 2017-ERP-1-03

**Report Date:**

**Partners:**

**Summary:**

**State Funding:**

**Total Project Costs:**

**Performance Measure(s):**

- Performance measure 1: value
- Performance measure 2: value

**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 #:	2017-ERP-1-03

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: EMPG 2016  
Recipient Name: Central Vermont Regional Planning Commission  
Briefly describe grant scope: Funding opportunities for work on Planning, Training & Exercise, Technical Assistance and Response & Recovery Support for DEMHS.  
Effective date of this NTP: 10/1/2016

Provide information as specific as possible to identify the limited activities covered by the NTP: Activities at this time should be as outlined in your current EMPG 15 subgrant.

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**

**RECIPIENT**  
**Authorized Representative**

**By:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

Commissioner/ Deputy Commissioner

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

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

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

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

Cc: Program Workcenter

GMU-203 Advance Notice to Proceed- July 2015

**Packet Page 28**  
**Addendum A - Conditions**

**Purpose**

This form, once signed by all required parties, serves as permission to incur pre-award costs as defined per 2 CFR 225 Cost Principles for State, Local and Indian Tribal Governments as “costs... incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency.”

**Conditions**

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

1. DPS may reimburse recipients for pre-award costs incurred from the beginning of the funding period established in the grant agreement if such costs would have been allowable if incurred after the award. Such costs must be specifically identified in the grant application DPS approves.
2. 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).
3. 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.
4. The applicant must maintain compliance with all Federal and State regulations when incurring pre-award expenditures as approved by this document
5. DPS is under no obligation to reimburse such costs unless they are included in an approved grant application.
6. Allowable pre-award costs incurred as a result of this agreement will not be reimbursed until after the award is fully executed.

Specific Federal and State regulations that govern this pre-award:

State of Vermont  
Standard Grant Agreement

Agreement # BR0117

**Part 2 – Grant Agreement**

1. Parties: This is a Grant Agreement (hereinafter called “Agreement”) between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the Central VT Regional Planning Commission, a municipal corporation with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602, (hereinafter called “Grantee”). If Grantee does not have a Business Account Number, it is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this grant is implementation of clean water improvements to address road-related water quality issues. Detailed services to be provided by the Grantee are described in Attachment A – Scope of Work and will be performed in accordance with Attachment B – Payment Provisions, Attachment C – Standard State Provisions for Contracts and Grants and Attachment D – Other Grant Agreement Provisions.
3. Award Details: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1 – Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State, including the Attorney General, and Grantee.
5. Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of 13 pages including the following attachments which are incorporated herein:

Grant Agreement Part 1 – Grant Award Detail  
Attachment A - Scope of Work  
Attachment B - Payment Provisions  
Attachment C - Standard State Provisions for Contracts and Grants (7/1/16)  
Attachment D – Other Grant Agreement Provisions

7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

- (1) Standard Grant Agreement
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment D (Other Grant Agreement Provisions)
- (4) Attachment A (Scope of Work)
- (5) Attachment B (Payment Provisions)
- (6) Grantee's application and supporting documentation

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

**STATE OF VERMONT  
AGENCY OF TRANSPORTATION**

**GRANTEE  
CENTRAL VT REGIONAL PLANNING  
COMMISSION**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Chris Cole / Richard Tetreault

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

Secretary of Transportation / Deputy Secretary

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

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

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

# STATE OF VERMONT GRANT AGREEMENT

# Part 1-Grant Award Detail

## SECTION I - GENERAL GRANT INFORMATION

<sup>1</sup> Grant #: BR0117		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # _____	
<sup>3</sup> Grant Title: Central Vermont Regional Planning Commission CWFA017-004			
<sup>4</sup> Amount Previously Awarded: \$ 0.00		<sup>5</sup> Amount Awarded This Action: \$8,000.00	
		<sup>6</sup> Total Award Amount: \$8,000.00	
<sup>7</sup> Award Start Date: July 1,2016		<sup>8</sup> Award End Date: 12/31/2018	
<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
<sup>10</sup> Vendor #: 0000043329		<sup>11</sup> Grantee Name: CENTRAL VT REGIONAL PLANNING COMMISSION	
<sup>12</sup> Grantee Address: 29 Main Street, Suite 4			
<sup>13</sup> City: Montpelier		<sup>14</sup> State: VT	
		<sup>15</sup> Zip Code: 05602	
<sup>16</sup> State Granting Agency: Vermont Agency of Transportation			<sup>17</sup> Business Unit: 08126
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$ \$2,000.00 Description: 20% Required Match	
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

## SECTION II - SUBRECIPIENT AWARD INFORMATION

<sup>21</sup> Grantee DUNS #: 158842195		<sup>22</sup> Indirect Rate: N/A % (Approved rate or de minimis 10%)		<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 06				<sup>25</sup> R&D: <input type="checkbox"/>	
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

## SECTION III - FUNDING ALLOCATION

### STATE FUNDS

Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$8,000.00	\$8,000.00	Clean Water Funds

### FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

### Required Federal Award Information

<sup>31</sup> CFDA #	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$8,000.00	\$8,000.00			

## SECTION IV - CONTACT INFORMATION

<b>STATE GRANTING AGENCY</b>  NAME: Alan May TITLE: Better Roads Coordinator PHONE: Office: (802) 828 - 4585 EMAIL: alan.may@vermont.gov	<b>GRANTEE</b>  NAME: Steve Gladczuk TITLE: Senior Transportation Planner PHONE: Office: (802) 229 - 0389 EMAIL: gladczuk@cvregion.com
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**ATTACHMENT A  
SCOPE OF WORK**

**1. LOCATION OF WORK**

The work described below involves the following town highways:

Montpelier Inventory and Budget

**2. SCOPE OF WORK**

Inventory - Culvert ; Inventory - Road

The Grantee shall complete work in accordance with specifications contained in the Vermont Better Backroads Manual, ANR Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s).

**3. SPECIAL CONDITIONS**

None



**ATTACHMENT B  
PAYMENT PROVISIONS**

The State agrees to compensate the Grantee for services performed up to the maximum amount stated on the *Grant Agreement Part 1 – Grant Award Detail* of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

If the project is not completed within the duration specified in the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, which Grantee shall send to:

Name: **Alan May, Better Roads Coordinator**  
Division: Municipal Assistance Bureau  
Address: Vermont Agency of Transportation  
One National Life Drive  
Montpelier, VT 05633-5001

In addition to properly documented invoices, the Grantee must provide the State with the following documentation for the State to release the grant award:

**Category A**

1. A copy of the inventory report generated by the use of the grant funds. The State also may require additional products specific to the Grantee's project.
2. A Municipal Invoicing Spreadsheet, using the template provided by the State.

**Categories B, C, and D**

1. Four color photographs, two of which shall show the project during construction and two of which shall show the project after completion.
2. Municipal Invoicing Spreadsheet
3. Project Summary of Work Completed and Expected Benefits.

At its option, the State may subject the Grantee's project to a final inspection.

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

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

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

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

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

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

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

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

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired

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

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

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

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

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

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

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

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

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

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

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

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

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

(End of Standard Provisions)

**ATTACHMENT D**  
**OTHER GRANT AGREEMENT PROVISIONS**

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by 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.
4. **Grantee's Liens:** Grantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **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.
7. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
8. **Supplanting:** If required, the Grantee will submit a certification that grant funds will not be used to supplant local or other funding.
9. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (States, local governments, and Indian Tribes), 2 CFR, Part 220 (Non-Profit Organizations), or 2 CFR, Part 220 Educational Institutions (even if part of a State or local government) as appropriate for the Grantee's type of organization.
10. **Construction;** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
11. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
12. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.



13. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
14. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
15. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.
16. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
17. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:  
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

State of Vermont  
Standard Grant Agreement

Agreement # BR0028

**Part 2 – Grant Agreement**

1. Parties: This is a Grant Agreement (hereinafter called “Agreement”) between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the Central VT Regional Planning Commission, a municipal corporation with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602, (hereinafter called “Grantee”). If Grantee does not have a Business Account Number, it is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this grant is implementation of clean water improvements to address road-related water quality issues. Detailed services to be provided by the Grantee are described in Attachment A – Scope of Work and will be performed in accordance with Attachment B – Payment Provisions, Attachment C – Standard State Provisions for Contracts and Grants and Attachment D – Other Grant Agreement Provisions.
3. Award Details: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1 – Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State, including the Attorney General, and Grantee.
5. Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of 13 pages including the following attachments which are incorporated herein:

Grant Agreement Part 1 – Grant Award Detail  
Attachment A - Scope of Work  
Attachment B - Payment Provisions  
Attachment C - Standard State Provisions for Contracts and Grants (7/1/16)  
Attachment D – Other Grant Agreement Provisions

7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

- (1) Standard Grant Agreement
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment D (Other Grant Agreement Provisions)
- (4) Attachment A (Scope of Work)
- (5) Attachment B (Payment Provisions)
- (6) Grantee's application and supporting documentation

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

**STATE OF VERMONT  
AGENCY OF TRANSPORTATION**

**GRANTEE  
CENTRAL VT REGIONAL PLANNING  
COMMISSION**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Chris Cole / Richard Tetreault

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

Secretary of Transportation / Deputy Secretary

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

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

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

# STATE OF VERMONT GRANT AGREEMENT

# Part 1-Grant Award Detail

## SECTION I - GENERAL GRANT INFORMATION

<sup>1</sup> Grant #: BR0028		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # _____	
<sup>3</sup> Grant Title: Central Vermont Regional Planning Commission BRPA017-026			
<sup>4</sup> Amount Previously Awarded: \$ 0.00		<sup>5</sup> Amount Awarded This Action: \$4,594.00	
		<sup>6</sup> Total Award Amount: \$4,594.00	
<sup>7</sup> Award Start Date: July 1,2016		<sup>8</sup> Award End Date: 12/31/2018	
		<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<sup>10</sup> Vendor #: 0000043329		<sup>11</sup> Grantee Name: CENTRAL VT REGIONAL PLANNING COMMISSION	
<sup>12</sup> Grantee Address: 29 Main Street, Suite 4			
<sup>13</sup> City: Montpelier		<sup>14</sup> State: VT	
		<sup>15</sup> Zip Code: 05602	
<sup>16</sup> State Granting Agency: Vermont Agency of Transportation		<sup>17</sup> Business Unit: 08126	
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$ \$1,148.50 Description: 20% Required Match	
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

## SECTION II - SUBRECIPIENT AWARD INFORMATION

<sup>21</sup> Grantee DUNS #: 158842195		<sup>22</sup> Indirect Rate: N/A % (Approved rate or de minimis 10%)		<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 06				<sup>25</sup> R&D: <input type="checkbox"/>	
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

## SECTION III - FUNDING ALLOCATION

### STATE FUNDS

Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$4,594.00	\$4,594.00	Transportation Funds

### FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

### Required Federal Award Information

<sup>31</sup> CFDA #	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$4,594.00	\$4,594.00			

## SECTION IV - CONTACT INFORMATION

<b>STATE GRANTING AGENCY</b> NAME: Alan May TITLE: Better Roads Coordinator PHONE: Office: (802) 828 - 4585 EMAIL: alan.may@vermont.gov	<b>GRANTEE</b> NAME: Steve Gladczuk TITLE: Senior Transportation Planner PHONE: Office: (802) 229 - 0389 EMAIL: gladczuk@cvregion.com
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**ATTACHMENT A  
SCOPE OF WORK**

**1. LOCATION OF WORK**

The work described below involves the following town highways:

Roxbury Inventory and Capital Budget

**2. SCOPE OF WORK**

Inventory - Road

The Grantee shall complete work in accordance with specifications contained in the Vermont Better Backroads Manual, ANR Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s).

**3. SPECIAL CONDITIONS**

None

**ATTACHMENT B  
PAYMENT PROVISIONS**

The State agrees to compensate the Grantee for services performed up to the maximum amount stated on the *Grant Agreement Part 1 – Grant Award Detail* of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

If the project is not completed within the duration specified in the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, which Grantee shall send to:

Name: **Alan May, Better Roads Coordinator**  
Division: Municipal Assistance Bureau  
Address: Vermont Agency of Transportation  
One National Life Drive  
Montpelier, VT 05633-5001

In addition to properly documented invoices, the Grantee must provide the State with the following documentation for the State to release the grant award:

**Category A**

1. A copy of the inventory report generated by the use of the grant funds. The State also may require additional products specific to the Grantee's project.
2. A Municipal Invoicing Spreadsheet, using the template provided by the State.

**Categories B, C, and D**

1. Four color photographs, two of which shall show the project during construction and two of which shall show the project after completion.
2. Municipal Invoicing Spreadsheet
3. Project Summary of Work Completed and Expected Benefits.

At its option, the State may subject the Grantee's project to a final inspection.

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

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

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

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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



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

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

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

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

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

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

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

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

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired

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

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

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

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

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

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

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

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

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

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

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

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

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

(End of Standard Provisions)

**ATTACHMENT D**  
**OTHER GRANT AGREEMENT PROVISIONS**

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by 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.
4. **Grantee's Liens:** Grantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **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.
7. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
8. **Supplanting:** If required, the Grantee will submit a certification that grant funds will not be used to supplant local or other funding.
9. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (States, local governments, and Indian Tribes), 2 CFR, Part 220 (Non-Profit Organizations), or 2 CFR, Part 220 Educational Institutions (even if part of a State or local government) as appropriate for the Grantee's type of organization.
10. **Construction;** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
11. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
12. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.

13. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
14. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
15. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.
16. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
17. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:  
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.



## MEMO

Date: September 2, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Regional Service Providers Discussion

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The Executive Committee expressed an interest in discussing alternatives to the Regional Partners Report on Commission meeting agendas. The goal of this discussion is to determine a consistent meeting format that enhances Commissioner understanding of regional service providers and better understand any nexus with CVRPC's programs and services. This memo explores options for incorporating regional service providers into Commission agendas, forecasts main Commission agenda topics through the fiscal year, and provides a list of regional service providers.

The agendas are forecast in a presentation-style format. A main speaker/agenda item is complimented by information about local, regional, or CVRPC activities. Each agenda allows time for Commissioner questions and discussion. Alternate formats may be designed as the year progresses. It should be noted that agenda topics might be modified to reflect emerging issues, the will of the Commission and Committee, or other reasons. It is courteous to schedule speakers early in the agenda and prior to normal business (minutes, reports, etc.).

### Alternatives

All alternatives assume CVEDC continues to participate in monthly Commission meetings.

- 1) *Rotate Providers*: Maintain the existing format of Regional Partner Reports, providing CVEDC an opportunity to report monthly and requesting a 5-minute update from a second regional service provider. The second provider would be rotated monthly.
- 2) *Extend New Providers*: Provide a monthly 5-minute agenda items for CVEDC updates. Add a monthly agenda item (10-30 minutes) for a second regional service provider to introduce the provider and its services and to discuss current initiatives. The second service provider would change monthly.
- 3) *In-Depth for All Providers*: Modify the current agenda format to provide a regular agenda item of 10-30 minutes for exchanges with 1-2 regional service providers. Service providers would

rotate and could discuss their services and current initiatives in more detail. CVEDC would rotate in quarterly or semiannually, which would allow for a more in-depth discussion.

- 4) *Provider Roundtable*: Create an annual or semi-annual agenda focused primarily on engagement with regional service providers considered as having “core” services related to regional planning.

Consideration of which alternative might be most effective for the Commission includes:

- How familiar Commissioners are with regional service providers, their services, and their current initiatives. Is a more extensive introduction to providers required?
- The depth of information the Commission desires to hear from regional service providers.
- The number of providers Commissioners wish to hear from in any 12-month period.
- Whether the Commission considers some or all regional service providers as “core” to regional planning.
- Whether Commissioners wish to hear from a breadth of providers annually or from those focused on services related to a particular month’s agenda.
- Maintaining commitments made after CVRPC and CVEDC’s merger discussion.

#### Recommendation

From a Director’s perspective, Commission discussions have revealed a varied understanding of:

- regional service provider programs and recent initiatives,
- the relationships among those initiatives,
- current trends for state and federal approaches and provider innovation, and
- how these approaches and innovation relate to municipal and CVRPC projects and programs.

**My recommendation is to pursue alternative 2 or 3.** Many regional service providers are experiencing changes in leadership, which may result in changes in direction or approach. CVEDC, CVRPC, Central VT Chamber, Capstone, and Friends of the Winooski River are ready examples. Also, providers are increasingly focused on outcomes-based approaches, which are modified as outcomes are tracked. Having Commissioners explore these approaches through other providers may enhance their understanding of how CVRPC might be asked to adjust, or might chose to adjust, its services.

Second, regardless of which candidate is elected as Vermont’s new Governor, the upcoming administration will focus on enhancing economic opportunities. While the candidates approach might be different, hearing from a variety of service providers would enhance Commissioner understanding of how other regional service providers are working to address economic opportunity.

The 21<sup>st</sup> Century is focused on being cost efficient and achieving program effectiveness, removing barriers to decision making, and increasing coordination and cooperation. CVRPC has made great strides in these areas. Let’s strengthening our partnerships as our next step!



**FY17 Commission Meeting Agendas**

(assuming current meeting format; all agendas are tentative unless otherwise noted)

**JULY**

2016 Regional Plan Hearing & Adoption

Clean Water Fund, Kari Dolan, Program Manager, Vermont Clean Water Initiative Program

Regional Partners Report

- Central VT Economic Development Corporation Report, Jamie Stewart
- Central VT Chamber of Commerce, Bill Moore

FY2017 Workplan and Budget Presentation

**SEPTEMBER** (Commissioner is confirmed)

Forest Health and Integrity, Michael Snyder, Commissioner, VT Dept. of Forests, Parks & Recreation

Agricultural Lands Mitigation, Stephanie Smith, VT Agency of Agriculture OR Central Vermont Forest Stewardship, Dan Currier

Regional Partners Update

- Central VT Economic Development Corporation Report, Jamie Stewart
- VNRC's Mad River Valley Forests, Wildlife, and Communities Project OR Friends of the Winooski watershed initiatives

CVRPC FY2016 Activities and Accomplishments

**OCTOBER** (VTrans and VCGI are confirmed)

Regional Partners Report

- Central Vermont Economic Development Corporation, Jamie Stewart
- Cross Vermont Trail Association, Greg Western OR Green Mountain Transit, Karen Walton

Vermont Agency of Transportation, Michelle Boomhower, Director of Policy, Planning and

Intermodal Development, and Kevin Marshia, Highway Division Director / Chief Engineer

Statewide Property Parcel Mapping Program, Leslie Pelch, VT Center for Geographic Information

Municipal Focus: Mad River Valley Active Transportation Plan, Joshua Schwartz or Kristine Keeney

**NOVEMBER**

Regional Partners Report

- Central VT Economic Development Corporation Report, Jamie Stewart
- Capstone Community Action OR VT Energy & Climate Action Network

Municipal Focus: Montpelier's Bright Future, Mike Miller, Montpelier City Planner

Regional Energy Planning, Marian Wolz, Eric Vorwald, and Dan Currier

- Current Central Vermont energy profile
- LEAP model projections
- Energy resource mapping

**DECEMBER**

Regional Partners Report

- Central VT Economic Development Corporation Report, Jamie Stewart
- Downstreet Housing & Community Development

Housing Consultations

- Maura Collins, Vermont Housing Finance Agency
- Sub-regional housing report, Eric Vorwald and Marian Wolz

Municipal Focus: Williamstown Senior Housing or East Montpelier Village Master Plan

**JANUARY**

Legislative Report

Regional Partners Report

- Central VT Economic Development Corporation Report, Jamie Stewart
- Green Mountain United Way OR Central VT Building Bright Futures

Health and Human Services Initiatives, Barre District Health Director (healthy communities; childcare/workforce development initiatives)

Municipal Focus: City of Barre Healthy Communities Initiatives, Thomas Lazon, Mayor or Janet Shatney, City Planner

**FEBRUARY**

Legislative Report

Regional Partners Report

- Central VT Economic Development Corporation Report, Jamie Stewart

Municipal Focus: Ridge To River Stormwater Planning, Corrie Miller, Friends of the Mad River Plan Central Vermont, Eric Vorwald

- Review of plan in aggregate to date (policies and implementation actions)
- Land Use Element relationships and discussion

Stormwater in Central Vermont, Dan Currier

**MARCH**

Legislative Report

Regional Partners Report

- Central VT Economic Development Corporation Report, Jamie Stewart

Municipal Focus: A Tour of Economic Development Planning in the Region, Staff Presentation

Municipal Consultations, Eric Vorwald (trends and CVRPC assistance)

**APRIL**

Legislative Report

Regional Partners Report

- Central VT Economic Development Corporation Report, Jamie Stewart
- Central Vermont Solid Waste Management District

Plan Central Vermont, Eric Vorwald

- Land Use Element

**MAY (Annual Meeting, 50<sup>th</sup> anniversary)**

Guest Speaker: Measuring Outcomes, Not Activities, Gaye Symington, High Meadows Fund

**JUNE**

Legislative Session Summary (as it relates to local and regional planning)

Regional Partners Report

- Central VT Economic Development Corporation Report, Jamie Stewart
- Winooski Natural Resources Conservation District

Plan Central Vermont, Eric Vorwald

- Land Use Element, Part 2 (if required)
- Compatibility Statement
- Implementation Plan

## Central Vermont Regional Service Providers

### Housing, Community Development, and Social Services

Building Bright Futures  
Capstone Community Action  
Downstreet Housing & Community Development  
Good Samaritan Haven (homeless shelter)  
Green Mountain United Way  
Washington County Mental Health Services  
Washington County Youth Services Bureau

### Solid Waste

Central Vermont Solid Waste Management District  
Mad River Resource Management Alliance  
Lamoille Regional Solid Waste Management District  
Northeast Kingdom Waste Management District  
Mountain Alliance

### Economic and Community Development

Barre Area Development Corporation  
Central Vermont Economic Development Corporation  
Central Vermont Chamber of Commerce  
Mad River Chamber of Commerce  
Green Mountain Association of Realtors

### Transportation

Green Mountain Transit  
Cross Vermont Trail Association

### Natural Resource and Recreation

Green Mountain Club  
Friends of the Winooski River  
Friends of the Mad River  
Lake Champlain Basin Program  
Winooski Natural Resources Conservation District  
Friends of Berlin Pond  
Friends of Waterbury Reservoir

### Inter-Municipal Districts

Mad River Valley Planning District  
Wrightsville Beach Recreation District  
Central Vermont Public Safety Authority

### Food and Agriculture

Central VT Food Systems Council  
Mad River Food Hub  
Mad River Localvores  
Waterbury-Duxbury Food Council

### Statewide Organizations Providing Regional Services in Central Vermont

VT Energy & Climate Action Network  
VT League of Cities and Towns  
Vermont Land Trust  
Vermont Energy Action Network  
Vermont Natural Resources Council  
Vermont River Conservancy  
VT Center for Independent Living

Others???

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## ***BOARD OF COMMISSIONERS***

**September 13, 2016 at 7:00 pm**

**Central VT Chamber of Commerce, Paine Turnpike South, Berlin**

(From Exit 7, I-89, turn left at the first light. At the next crossroads, the Chamber is the light yellow building on the left.)

### **AGENDA**

<u>Time</u>	<u>Description</u>
<b>7:00</b>	<b>Adjustments to the Agenda</b>
<b>7:05</b>	<b>Public Comments</b>
<b>7:10</b>	<b>Forest Health and Integrity, Michael Snyder, Commissioner, VT Dept. of Forests, Parks &amp; Recreation</b> The Commissioner will discuss the 2015 Vermont Forest Fragmentation Report, Forest Health and Integrity recommendations in response to Act 61, and actions from the 2015-2016 Legislative session. The reports are available at <a href="http://fpr.vermont.gov/">http://fpr.vermont.gov/</a> under "Forests & Forestry."
<b>8:10</b>	<b>Agricultural Lands Mitigation, Stephanie Smith, VT Agency of Agriculture</b> <i>And/or</i> <b>Central Vermont Forest Stewardship, Dan Currier</b>
<b>8:30</b>	<b>Meeting Minutes – July 12, 2016</b> (enclosed)*
<b>8:35</b>	<b>Staff Reports</b> (enclosed) and any updates
<b>8:40</b>	<b>Executive Director's Report</b> (enclosed) and any updates
<b>8:50</b>	<b>Regional Partners Update/Effort</b> <ul style="list-style-type: none"> <li>– Central VT Economic Development Corporation Report, <i>Jamie Stewart</i></li> <li>– <b>VNRC's Mad River Valley Forests, Wildlife, and Communities Project or Friends of the Winooski watershed initiatives?</b></li> </ul>
<b>7:55</b>	<b>FY2016 Accomplishments</b> (enclosed) Staff presentation about CVRPC activities and accomplishments in FY2016.
<b>9:00</b>	<b>Adjournment</b>

\* denotes anticipated action item

**Highlighted** text denotes direct desired from Executive Committee