



EXECUTIVE COMMITTEE

November 6, 2017

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

Page AGENDA

4:00¹ Adjustments to the Agenda

Public Comment

4:05 Administrative Services and Leased Employees²

Review of decision to end services. Possible decision to continue services. Policy discussion.

- 2 a) Cross Vermont Trail, Greg Western (enclosed)
- b) Wrightsville Beach Recreation District, Jon Copans
- c) Central Vermont Public Safety Authority update, Bonnie Waninger
- 5 d) Policy considerations, Bonnie Waninger (enclosed)

5:05 Consent Items (enclosed)²

- 15 a) Meeting Minutes – October 2 and October 5, 2017
- 21 b) Executive Director Report

5:10 Financial Report

Review FY18 quarterly financials. Discuss FY17 draft financials.

23 5:30 Contract/Agreement Authorization (enclosed)²

- 27 a) Southern Windsor County Regional Planning Commission – Clean Water Block Grant
- 50 b) Watershed Consulting - Stormwater Master Plan for Berlin Amendment
- 52 c) Watershed Consulting - Stormwater Master Plan for Barre City, Barre Town, and Plainfield Amendment
- 54 d) Watershed Consulting – Stormwater Master Plans for Mad River and Kingsbury Branch Towns

73 5:40 Municipal Dues (enclosed)²

Set FY2019 dues.

80 6:00 Health Insurance (enclosed)²

Set CY2018 health insurance contribution, including potential employee cost-share.

83 6:20 Commission Meeting Agenda (enclosed)²

6:30 Adjourn

¹ All times are approximate unless otherwise advertised

² Anticipated action item

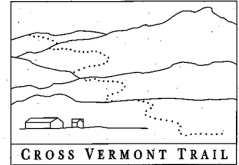
Cross Vermont Trail Association

PO Box 116

29 Main Street, Suite 4

Montpelier, VT 05601

802-498-0079

www.crossvermont.org

October 30, 2017

To the Executive Committee of CVRPC,

Thank you for all of your support for the work of Cross Vermont Trail Association over the years. It has made a big difference and we are very appreciative.

CVTA was created because of the need for an organization to promote and coordinate trail planning "across town lines" and we have always believed that regional planning commissions are the natural umbrella organizations for our work. CVTA desires to continue working with an umbrella organization of some kind - our purpose is to coordinate and leverage the efforts of others to do big work, while staying small ourselves. We do not wish to become another large stand alone organization. This is why the partnership with CVRPC has, we believe, been so positive and why we actively seek to continue it.

At our most recent meeting, the Cross Vermont Trail Association Board of Directors reviewed the information that Bonnie Waninger and Greg Western have gathered about how CVTA and CVRPC can continue to work together in 2018 and beyond. We understand that you are reviewing this information as well at your November 6 meeting and wanted to share with you our thoughts.

For many years now, CVRPC has helped CVTA in three basic categories:

- office space
- chance to work together on planning projects and outreach
- payroll service

In the past this has all been done through what amounts to a "leased employee" arrangement in which the CVTA staff are in fact employees of CVRPC, with CVTA reimbursing CVRPC for some of the cost of the employee, and CVRPC donating some of the cost. This may be continued in 2018, but both parties would like to revise and revisit the current agreement.

However, going into 2018 it may make sense to end the leased employee agreement and instead continue to work together via more limited agreements or contracts that are specific to each category.

Here are our thoughts about each of these three categories.

Office Space.

CVTA's top priority is to continue the use of office space within CVRPC. It is a positive value to us not just as generic space, but specifically because it is space shared with the RPC. Sharing the space means our work coordinates with that of the RPC more naturally. And when we work with third parties, like towns or local trail groups, it just makes sense to them that our office is

"The purpose of the Cross Vermont Trail Association is to assist municipalities, recreation groups, and landowners in the creation and management of a four-season, multi-use trail across the state of Vermont for public recreation, alternative transportation, and awareness of our natural and cultural heritage."

in the RPC because when we talk with these third parties, we are talking with them about regional planning of trails.

Our office space needs are small. CVTA does use the office space for storing our vital organization records, for a single work station (which can be located anywhere in the larger office, we have no special need in that regard), and for occasional public meeting space. We do NOT use CVRPC's office equipment (phone, computer, etc) or if we do (photocopier) we reimburse CVRPC directly for the cost.

We have always recorded an annual donation from CVRPC for "occupancy", and we publicly recognize CVRPC as a donor and supporter. We would be happy to continue like this, of course. We would also be able to pay cash rent if that is needed by CVRPC. We understand from Bonnie Waninger that in 2018 annual rent would be valued at about \$850. Another thought is that CVTA can provide reciprocal in kind donation to CVRPC - such as a donation of labor - in exchange for donated rent. A parallel example of an arrangement like this is that Chittenden County RPC has long rented office space to the Lake Champlain Bikeways.

(If a leased employee arrangement continues, then the cost of occupancy would be included in the overhead rate.)

Working together on planning and outreach.

It is also a priority for CVTA to actively work together with CVRPC planning staff on projects within CVTA's mission, such as regional trail networks for both transportation and recreation/health, care of smaller town roads that are included in formal bike routes, and land conservation with the goal of creating connected greenways across the region. CVTA is available to, as in the past, be a subcontractor with CVRPC to implement projects for which CVRPC has secured funding, and the reverse would also be possible. In any case, regardless of funding sources for any particular project, the simplest way to foster working together is to continue to share office space.

The CVTA Board would like to further emphasize the CVTA / RPC partnership to help realize our mission to help establish region wide trail connections, beyond just the straight line Cross Vermont Trail route.

(If a leased employee arrangement continues, then CVTA staff working with CVRPC would happen as a matter of course.)

Payroll Services.

Our lowest priority is to continue payroll services with CVRPC. We understand that one option is an administrative services agreement in which CVRPC continues to manage payroll, but under CVTA's EIN, so that the CVTA staff are no longer employees of CVRPC. CVTA would be open to an arrangement like this. We would need to look at other vendors as well before concluding an agreement, as our due diligence to see what is most cost effective for us.

(If a leased employee arrangement continues, the payroll services would be included in overhead rate.)

In conclusion.

CVTA would like to 1.) enter into a multi-year agreement to rent office space (whether for cash or in-kind) continuing our current level of use, 2.) actively work together with CVRPC planning staff on work within our mission, including when the opportunity arises to subcontract with each other to complete grant funded projects and 3.) take over ourselves the role of formal employer of CVTA staff and manage our own payroll, which could include an administrative services agreement with CVRPC or otherwise.

However, CVTA would also be happy to continue a leased employee arrangement with CVRPC if that is desired by you. CVTA understands that CVRPC needs to show the full amount of Overhead on your books, but we would ask CVRPC to donate some percent of that calculated overhead charge.

We understand you are planning to make decisions shortly on these matters. We are eager to have this question resolved so that we can begin a new arrangement that is predictable for many years to come, and so that we can focus on achieving our mission!

The CVTA Board is available for further discussions with you, if you would find that useful. We would like to reach a decision together by the beginning of December, in order to have time to prepare the new arrangements that would start in January.

Thank you again,

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Swann', written in a cursive style.

Keith Swann (President) for the CVTA Board



MEMO

Date: November 1, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Fee for Service Policy Considerations

CVRPC has provided assistance to municipalities and other entities for more than 30 years on a fee-for-service basis. The number of requests for fee-for-service arrangements has been increasing. At its October meeting, the Executive Committee requested a memo outlining issues it may want to consider during formation of a policy related to fee for service work as well as other information contained in this memo.

Types of Services

Six types of services have been identified:

- *Geographic Information System* – GIS-based maps or analysis are completed. CVRPC has a Cost of Services Policy for GIS work.
- *Planning or Project Management* – Staff would work for CVRPC on multiple projects assist an entity with a specified scope of work, such as a bike path scoping study. Ex. Community Development Block Grant assistance.
- *Fiscal Agent* – A fiscal agent accepts funds from a third party on behalf of an entity and manages those funds in accordance with the funds' requirements. Ex. LEPC 5
- *Bookkeeping* – Services can include basics activities, such as receivables and payables and bank statement reconciliation, or full charge bookkeeping, which includes payroll.
- *Leased Employee* – Staff perform all work for another entity, and CVRPC is responsible for overseeing all human resource-related functions.
- *Employee/Volunteer Supervision* – Management of another entity's employee or volunteer, such as an AmeriCorps VISTA member or temporary contract employee.

Factors Affecting Service Choice

Should CVRPC provide the service?

- How does the work related to CVRPC's mission to assist member municipalities in providing effective local government and to work cooperatively with them to address regional issues?

- If the work is not mission related, is there another reason CVRPC should provide the service?

Could CVRPC provide the service?

- Staff capacity to do the work –availability, skills and knowledge exist or could be acquired
- Tools to do the work – equipment, software, office space, insurance, etc.

Will CVRPC provide the services?

- How would the work affect other aspects of CVRPC or its work? Is CVRPC able and willing to accommodate any required changes to the organization or services?
- What risks are associated with providing the service? What risk mitigation strategies is CVRPC willing to employ?

How would CVRPC provide the service?

- Donated services, facilities, or equipment.
- Recoup one-time costs. Ex. additional telephone line or computer required.
- Recoup actual cost of wages, benefits, overhead, and all direct expenses.
- Recoup actual cost plus an additional fee for service. Ex. 10% fee in addition to actual costs.

Risks and Mitigation

There are four ways to manage risk:

- recognize and accept it,
- avoid it by not providing the service,
- limit it by using tools or employing strategies, or
- transfer it to another party through outsourcing, etc.

For purposes of this discussion, examples of risk limitation are included below.

Risk	Example Impact	Example Risk Limitation Tool or Strategy
Liability	Loss of data, intentional misconduct, staff error	Data backups, liability insurance, internal controls, ongoing staff training
Legal	Errors related to overtime rule, benefits management, or grant regulation	Train staff, update protocols, retain attorney for guidance as needed, liability insurance
Financial Loss	Underestimate resources needed, service “creep”	Update administrative procedures, provide supervision and oversight, incorporate coverage through budget or agreement, complete annual review of services, contracts allow for cost increases
Service Quality	Changes in staff capacity or ability, need to train new staff	Align with existing services, train staff, cross train staff, contract opt-out clause
Service Continuity	Loss of staff, natural disaster, technologic failure	Cross train staff, accounting firm on retainer for support services, follow equipment replacement plan

Implications to Other Groups

CVRPC's decision to provide, or not provide, fee for service services will have the most impact on entities currently served. Those entities can find other organizations to serve their needs. Although it is inconvenient for them, two entities have found other service providers. The greater implication is for the Wrightsville Beach Recreation District. One municipal administrator has expressed that the town's confidence in CVRPC services provides assurance about that aspect of the District's operations. The potential for withdrawing services has disrupted municipal confidence in the organization and CVRPC.

Regional organizations throughout Central Vermont have begun to provide services to other, usually smaller, entities. The services:

- provide new revenue streams for the service organization,
- leverage the organization's ability to achieve its mission,
- position the organization as a regional service leader (assuming duties that benefit the region, not just the service organization), and
- strengthen the region as a whole.

Feasibility of Providing Fee for Services

At this time, it is feasible for CVRPC to provide the following services:

- CVRPC's GIS, planning, and fiscal agent services work well for the organization.
- Bookkeeping services historically worked well and could continue to do so if expectations for both entities are documented through a written agreement.
- Volunteer supervision works best when it fits with CVRPC's mission, when staff are trained to manage volunteers, and when staff capacity allows for consistent management duties.

CVRPC has the capacity and resources to carry out services for its existing outside entities. Capacity and resources for new work would be evaluated as it arises.

At this time, it is not feasible for CVRPC to provide the following services:

- Supervision of a non-CVRPC employee.
- Overseeing human resources-related functions of leased employee.

CVRPC does not have the capacity to provide these services at this time if the risk limitation measures recommended by its attorney are implemented.

S A M P L E
ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”) is made effective as of _____, 2017, between [INSERT NAME] a Vermont limited liability company (“COMPANY 1”), and [INSERT NAME], a Vermont limited liability company (“Company 2”)

BACKGROUND

A. COMPANY 1 has substantial experience and expertise in the delivery of administrative services that support web site design and management and other development activities in connection with online retail sales of tools and equipment relating to cultivating of culinary and medicinal plants.

B. COMPANY 2 is engaged in activities that disseminate online information and publications regarding the use of medicinal cannabis.

C. Given the substantial experience of COMPANY 1’s personnel in providing administrative services to support web site design and management and other development activities (including functions in the areas of accounting, debt and cash management, information systems support, purchasing and other administrative support) and COMPANY 2’s desire to receive those services from an institution with experience and expertise in the delivery of those services, the parties desire to enter into the within Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED

As requested from time to time by COMPANY 2, COMPANY 1 shall perform the following services:

A. ACCOUNTING SERVICES. COMPANY 1 shall perform for COMPANY 2 those accounting services and functions specified on Exhibit A.

~~B. INFORMATION TECHNOLOGY SERVICES. COMPANY 1 shall perform for COMPANY 2 those information technology services specified on Exhibit B.~~

~~C. PURCHASING SERVICES. COMPANY 1 shall perform for COMPANY 2 those purchasing services specified on Exhibit C.~~

D. LOANED EMPLOYEES. Upon the mutual agreement of duly authorized representatives of the parties, COMPANY 2 may from time to time request, and COMPANY 1 may provide, the services of COMPANY 1 employees on a loaned basis to COMPANY 2. Any such arrangement shall be memorialized in a separate Leased Employee Agreement.

1 **II. PROVISIONS GOVERNING PERFORMANCE OF SERVICES**

2
3 The following terms and conditions shall govern the parties' performance of services:

- 4
5 A. COMPANY 1 shall exercise due care in the performance of all services, and meet
6 any applicable federal, state, or local legal requirements or professional, or
7 industry standards.
8
9 B. COMPANY 1 shall coordinate and consult with the appropriate employees of
10 COMPANY 2 from time to time and establish periodic evaluations of the services
11 it provides to COMPANY 2.
12
13 C. COMPANY 1 shall provide all necessary professional and administrative
14 personnel and all facilities needed to perform the services for COMPANY 2.
15
16 D. COMPANY 1 shall permit the independent auditors of COMPANY 2 to have
17 access to its pertinent books and records to verify the accuracy of the Service
18 Charges under this Agreement.
19
20 E. Notwithstanding the foregoing, unless granted express written authorization from
21 COMPANY 2, COMPANY 1 is not granted the power to:
22
23 1. Borrow or lend money on behalf of COMPANY 2.
24
25 2. Incur debt, other than common bank charges, on behalf of COMPANY 2.
26
27 3. Invest cash under management.
28
29 F. The foregoing services to be performed by COMPANY 1 shall be at arm's-length,
30 and the legal relationship of COMPANY 1 to COMPANY 2 shall be that of an
31 independent contractor. COMPANY 2 and COMPANY 1 shall maintain separate
32 records at all times, and in such a manner as to confirm that the parties hereunder
33 are separate legal entities with independent rights and obligations.
34
35 H. COMPANY 2 shall provide COMPANY 1 access to any records or other
36 information necessary to provide the services under this Agreement. Such
37 information shall be considered confidential unless otherwise stated.
38
39 I. Each of the parties shall adopt separate records of account and such other
40 methodologies as their auditors and accountants may deem reasonable and
41 appropriate pertaining to all expenses, costs, and fees earned and incurred
42 hereunder.
43
44

45 **III. PRICE AND PAYMENT TERMS**

46

- 1 A. The service charges for services performed for COMPANY 2 by COMPANY 1
2 shall be equal to _____ (in the aggregate, the "Service Charges").
3
- 4 B. The Service Charges may be reviewed and adjusted from time to time by mutual
5 agreement of COMPANY 1 and COMPANY 2 and at least annually prior to
6 January 1 of each year.
7
- 8 C. COMPANY 1 shall invoice COMPANY 2 for the Service Charges on a monthly
9 basis. COMPANY 2 agrees to pay each invoice in full within 30 days of issue.
10
- 11 D. Any unpaid balances between COMPANY 2 and COMPANY 1 under this
12 Agreement outstanding for more than thirty (30) days will accrue interest at a rate
13 of ____ percent (____%).
14

15 IV. RECORDS

16

- 17 A. COMPANY 1 shall maintain such records as may be necessary to adequately
18 reflect the accuracy of the Service Charges under this Agreement. COMPANY 1
19 will make and maintain such other and additional records as COMPANY 2 may
20 from time to time reasonably require in connection with this Agreement.
21
- 22 B. Each of the parties shall adopt separate records of account and such other
23 methodologies as their auditors and accountants may deem reasonable and
24 appropriate pertaining to all expenses, costs, and fees earned and incurred
25 hereunder.
26
- 27 C. Upon prior reasonable notice, COMPANY 1 will permit COMPANY 2 or its
28 independent auditors access to COMPANY 1's premises and pertinent books and
29 records during normal business hours to verify the accuracy of the records which
30 support the Service Charges imposed under this Agreement.
31

32 V. TERM AND TERMINATION

33

34 This Agreement shall be terminated coincident with the termination of the Memorandum of
35 Understanding executed by the parties on or near the date hereof.
36

37 VI. MISCELLANEOUS

38

39 A. SURVIVAL.

40

41 This Agreement shall continue in force and existence after the merger,
42 restructuring, name change, transfer, sale, assignment, conveyance, or other
43 reorganization of either party. The successors, assigns, or transferees of either
44 party shall succeed to all rights and obligations of the assigning or transferring
45 party.
46

B. FORCE MAJEURE.

Neither party to this Agreement shall be liable to the other party for any failure to perform, or any delay in the performance of, any obligation under this Agreement, if such failure or delay is caused by circumstances beyond the control of that party. For purposes of interpreting this provision, "circumstances beyond the control" shall include, without limitation, any act of God, war, sabotage, embargo, accident, labor strike, lockout, fire, flood, casualty, earthquake, governmental action, riot, war or revolution. The party experiencing circumstances beyond its control shall immediately notify the other party of the existence of such circumstances. The party experiencing circumstances beyond its control shall use every reasonable effort to mitigate the effects of such circumstances as soon as possible.

C. CONFIDENTIALITY.

1. In connection with the performance by COMPANY 1 of the provisions of this Agreement, COMPANY 2 will provide COMPANY 1 with access to its confidential information and data (hereinafter "Confidential Information"). In addition, COMPANY 1 may provide COMPANY 2 with Confidential Information of COMPANY 1 in connection with the Services under this Agreement. In connection with the foregoing, COMPANY 1 and COMPANY 2 each agree to treat all Confidential Information received from the other as follows:
 - a. Each party recognizes and acknowledges that the Confidential Information is disclosed in confidence solely in connection with this Agreement.
 - b. Each party agrees that it (including its shareholders, directors, officers, employees, and agents) (i) will not disclose to any third party any of the Confidential Information, except to the extent required by law, without the disclosing party's prior written consent, (ii) will limit the availability of the Confidential Information to those of its respective shareholders, directors, officers, employees, and agents who need to know such Confidential Information, and (iii) will not use any of the Confidential Information for any purpose other than the foregoing.
 - c. The term "Confidential Information" does not include any information which (i) at the time of disclosure or thereafter is generally available to the public other than as a result of a disclosure by the receiving party, (ii) was within the receiving party's possession prior to its being furnished pursuant hereto, provided that the source of such information as not known by the receiving party to be bound by a confidentiality agreement with, or

1 other contractual, legal, or fiduciary obligation of confidentially
2 with respect to such information, (iii) becomes available to the
3 receiving party on a non-confidential basis from a source other
4 than the disclosing party, or (iv) has been independently acquired
5 or developed by the receiving party without violating any
6 provision hereunder.
7

- 8 d. Upon the termination of this Agreement for any reason, upon the
9 request of the disclosing party, all Confidential Information
10 heretofore or hereafter received or obtained by the receiving party
11 from the disclosing party shall be promptly returned to the
12 disclosing party, and any analyses or other documents prepared by
13 or for the receiving party which incorporate any part of the
14 Confidential Information, and all copies, summaries, and notes
15 shall be promptly destroyed.
16

17 D. ASSIGNMENT AND DELEGATION.
18

19 Neither party to this Agreement shall in any way assign, delegate or otherwise
20 dispose of this Agreement or any of the rights, privileges, duties or obligations
21 granted or imposed upon it under this Agreement without the prior written
22 consent of the other party. No such consent shall be required, however, to assign,
23 delegate, or otherwise dispose of any rights or obligations under this Agreement if
24 made to a wholly-owned subsidiary of COMPANY 1. Any assignment,
25 delegation or disposal, in whole or in part, of this Agreement without requisite
26 consent will be void and have no effect, but such consent shall not be
27 unreasonably withheld.
28

29 E. EFFECT ON OTHER AGREEMENTS.
30

31 Nothing contained herein shall create any legal liability or obligation on the part
32 of either party to this Agreement for any third party contracts, agreements,
33 obligations, or liabilities of the other party, unless a party to this Agreement
34 expressly assumes such liability or obligation in a signed writing.
35

36 F. APPLICABLE LAW.
37

38 This agreement shall be governed by the laws of the State of Vermont and may
39 not be amended or modified except by an instrument in writing signed by both
40 parties.
41

42 G. ENTIRE AGREEMENT.
43

44 This Agreement shall constitute the entire agreement between the parties, and
45 supersedes and cancels all previous negotiations or understandings between the
46 parties on the subject matter hereof except as expressly provided herein. No

1 conditions, use of trade, course of dealing, understanding or agreement purporting
2 to vary, explain or supplement the terms of this Agreement shall be binding unless
3 hereafter made in writing and signed by COMPANY 2 and COMPANY 1. No
4 modification may be effected by the acknowledgment or acceptance of any
5 purchase order or shipping forms containing terms at variance with those set forth
6 herein. Waiver by either party of any term, provision, or condition of this
7 Agreement shall not be construed to be a waiver of any other term, provision, or
8 condition nor shall such waiver be deemed a waiver of any subsequent term of the
9 same provision.

10
11
12 IN WITNESS WHEREOF, the parties have executed this Agreement as of
13 _____, 2017.

14
15 [COMPANY 1]

16
17
18 By: _____
19 Name:
20 Title:

21
22
23 [COMPANY 2]

24
25
26 By: _____
27 Name:
28 Title:

1 **EXHIBIT A**

2

3 **ACCOUNTING SERVICES**

4

5 COMPANY 1 shall perform the following financial and accounting services for

6 COMPANY 2:

- 7
- 8 1. Such financial planning, reporting and analysis, billing and accounts
- 9 receivable, accounts payable and expense report processing, payroll, sales
- 10 tax processing, contract management and revenue recognition, assistance
- 11 with external auditors, and financial systems support services as requested
- 12 by COMPANY 2.
- 13

CENTRAL VERMONT REGIONAL PLANNING COMMISSION**Executive Committee****DRAFT Minutes****October 2, 2017****Present:**

<input checked="" type="checkbox"/> Julie Potter	<input checked="" type="checkbox"/> Laura Hill-Eubanks	<input checked="" type="checkbox"/> Michael Gray
<input type="checkbox"/> Dara Torre	<input checked="" type="checkbox"/> Steve Lotspeich	<input type="checkbox"/> Don La Haye
<input type="checkbox"/> Byron Atwood		

Staff: Bonnie Waninger

Guests: Nicole Sancibrian (Contracted Accountant), Greg Western (Cross Vermont Trail Association)

Chair J. Potter called the meeting to order at 4:06 pm.

Adjustments to the Agenda

J. Potter suggested the Cross Vermont Trail Association discussion after the consent items.

Public Comment

None.

Consent Items

L. Hill-Eubanks moved to approve the September 5 and September 12, 2017 minutes as presented; M. Gray seconded. Motion carried.

Leased Employee and Administrative ServicesCross Vermont Trail Association (CVTA) – B. Waninger provided background history on CVRPC's

relationship with CVTA. CVTA's Coordinator/Executive Director position started as a position with the Vermont Agency of Natural Resources, transitioned to a position at VTrans, before transitioning to a position at CVRPC. Greg Western is a CVRPC employee leased to CVTA.

G. Western said that CVTA wants to be a small, valued added organization that fills gaps without duplicating services. CVTA was incorporated in the late 1990s when a bridge built over the Winooski River had plans but did not have an owner or insurer. CVTA incorporated to be the owner/insurer. CVTA accomplishes its mission through partnerships. It prefers to be part of another organization and that organization's overhead rather than being a fully independent organization. CVTA believes working with CVRPC is its best option. Western discussed how CVTA could work with CVRPC on other transportation work, mentioning a potential fee for service arrangement.

Western requested to meet with N. Sancibrian and B. Waninger to discuss options. He asked whether CVTA and CVRPC's attorneys could speak directly to speed development of options.

1 Waninger noted this would involve CVRPC's employment law and contract attorneys. Potter stated
2 CVRPC needs to be comfortable with the menu of options and/or a particular strategy before
3 investing additional legal resources. Waninger will arrange a meeting between Western, Sancibrian,
4 and herself. Western requested time on the November Committee agenda. He would provide
5 detailed options. The Committee requested CVTA provide its proposals at least two weeks in
6 advance so CVRPC can discuss them with its attorneys and accountant prior to the meeting. Potter
7 emphasized CVRPC's support for CVTA's mission and appreciation for its role in trail development.
8 She expressed hope that the organizations could find a mutually agreeable path to the future.
9

10 **Financial Report**

11 N. Sancibrian presented the July Revenue and Expense report and Balance Sheet. The financial system
12 modification is substantially complete. Employee time is being entered into QuickBooks, which greatly
13 increases the speed of invoicing. Several contracts ended on September 30, and final adjustments are
14 being made. Cash flow adequate right now, and FY18 invoicing will increase it. Over the next 10 days,
15 Sancibrian will be preparing the organization for its audit. The auditor has requested a substantial
16 amount of information in advance to review prior to field checks. A draft audit is expected to be
17 available 7-10 days after field work is completed, we in advance of the November 30 deadline for
18 submitting the audit to ACCD. Depending on the auditor's schedule, the Executive Committee may
19 receive the auditor's presentation with the draft audit in November or the final audit in December.
20

21 **Contract/Agreement Authorization**

22 *S. Lotspeich moved to authorize CVRPC to proceed with the High Meadows Fund Winooski Headwaters*
23 *Resilience project as presented; L. Hill-Eubanks seconded. Motion carried.*
24

25 *L. Hill-Eubanks moved to approve the Agency of Transportation FFY18 Transportation Planning Initiative*
26 *agreement and to have the Executive Director sign it; M. Gray seconded. Motion carried.*
27

28 **FY18 Budget Adjustment**

29 *S. Lotspeich moved to approve the FY18 budget adjustment as presented; M. Gray seconded. Motion*
30 *carried.*
31

32 **Leased Employee and Administrative Services**

33 Central Vermont Public Safety Authority (CVPSA) – Waninger said Paco Aumund, Executive Director of
34 the CVPSA, asked to meet to discuss potential CVRPC services for the CVPSA. This was an
35 exploratory conversation only; Aumund understands CVRPC is evaluating whether to continue
36 providing leased employee and accounting services. Aumund asked to explore three services areas:
37 leased employee, accounting, and planner services. Planner services would be similar to what
38 CVRPC provides to the LEPC5 – meeting coordination, grant writing and administration – with a few
39 additional responsibilities, such as long range planning. CVRPC would not be responsible for
40 negotiations among municipalities for joint services.
41

1 The Committee discussed the type and potential impact to CVRPC of providing these services.
2 Potter suggested CVRPC develop a policy for fee-for-service arrangements, such as guidance on the
3 acceptable scale of operations and how well services dovetail into CVRPC's existing operations.
4

5 The Committee requested the following information for its November meeting:

- 6 • Sample fee-for-service contracts that address fees and penalties. Information about CVRPC's
7 liability within these arrangements and how CVRPC mitigates those liabilities.
- 8 • An update on Wrightsville Beach Recreation District and a final decision on whether accounting
9 services should be extended beyond December 31, 2017.
- 10 • A discussion with CVTA about options for the future and a final decision on whether the existing
11 arrangement should be extended beyond December 31, 2017 in its current form.
- 12 • An outline of issues to be considered to form policy in this area, implications of those issues to
13 other groups, the generally feasibility of CVRPC providing leased employee and accounting
14 services, and other choices CVRPC might have in this area.
15

16 The Committee requested Waninger relay its preliminary thoughts to CVPSA:

- 17 • Leased employee – CVRPC is not prepared to provide these services at this time.
- 18 • Planning services – CVRPC would like to continue discussions in this area as it appears to
19 meet the organization's mission and assists municipalities with planning services.
- 20 • Accounting services – CVRPC is interested in exploring these services further, especially as a
21 fee-for-service policy emerges in the upcoming months.
22

23 **Strategic Plan FY18 Action Progress Review**

24 The Committee reviewed information provided in advance. Members noted the table made it easy to
25 review progress. Waninger discussed areas in which deadlines had been revised and why. The table
26 includes steps completed and to be completed for several of those items.
27

28 **Statewide Relations Between RPCs and Natural Resource Conservation Districts**

29 Waninger provided background on the evolution of Natural Resource Conservation Districts (NRCs),
30 and of regional planning commission (RPC) work to secure clean water planning funds to better
31 integrate local and regional plans and planning into the State's Tactical Basin Plans. She noted that the
32 legislative change allowing ANR to provide planning funds to both RPCs and NRCD will likely result in
33 reduced funding to RPCs.
34

35 **Municipal Dues**

36 The Committee reviewed the staff memo. With four Committee members in attendance and a decision
37 deadline of November 15, the Committee tabled a decision to its November meeting. Waninger will
38 provide a table outlining the effect of a dues increase on each municipality and provide a draft letter to
39 municipalities framing a dues increase.
40

Commission Meeting Agenda

Waninger noted she would be out of town for the meeting. She will add the speaker's names to the Basin Plan agenda item. The Committee suggested future agendas be arranged to have speakers and hearings first followed by regular business. This will be implemented for the November meeting.

L. Hill-Eubanks moved to approve the October 10 Commission agenda as presented; M. Gray seconded. Motion carried.

Given the CVTA discussion and other known agenda items, Potter warned members that the Committee's November meeting would be longer than two hours. Waninger will provide snacks and beverages.

Adjourn

S. Lotspeich moved to adjourn at 6:50 pm; M. Gray seconded. Motion carried.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION**Executive Committee****DRAFT Minutes****October 5, 2017****Present:**☒ Julie Potter☒ Laura Hill-Eubanks☐ Michael Gray☒ Dara Torre☒ Steve Lotspeich☒ Don La Haye☐ Byron Atwood

Staff: B. Waninger

Guests:

Chair J. Potter called the meeting to order at 4:03 pm.

Adjustments to the Agenda

An update on water quality funding was added.

Public Comment

None.

Contract/Agreement Authorization

The Committee discussed the CVRPC-DEC contract and CVRPC-Town subcontracts. S. Lotspeich asked whether towns know the Davis Bacon Act applies. Waninger explained that CVRPC's contract with DEC does not include Davis Bacon requirements even though construction would be funded with federal funds. Staff has sought clarification and confirmation in writing from DEC regarding whether Davis Bacon applies. If it applies, the memo will be updated to highlight its applicability. Because town labor, not contracted labor, is being used. Davis Bacon wage rates should not be a challenge for towns.

D. La Haye sought input from the Committee as to whether they perceived a conflict of interest for him given that Waitsfield is a contract recipient. The Committee did not believe he had a greater interest than any other citizen. S. Lotspeich suggested La Haye recues himself from the vote if he had concerns.

S. Lotspeich moved to approve the contact template for Class 4 Road Remediation and Demonstration and to authorize the Executive Director to sign contracts with the Town of Calais, Woodbury, and Waitsfield; L. Hill-Eubanks seconded. Motion carried. D. La Haye recused himself from the vote.

Water Quality Funds

Waninger briefed the Committee on ANR's funding decision to split the water quality planning funds 60/40 between regional planning commissions and natural resources conservation districts. In notifying RPCs of its decision, ANR did not indicate it had a plan for services to be provided by each contractor.

1 Rather, it suggested a meeting between ANR, RPC, and NRCD staff to negotiate services. Asking
2 contractors to negotiate with one another for independent work is highly unusual. In general, the
3 decision will change how planning services are provided and how/whether local planning is intergrated
4 into the State's Basin Plans.

5
6 In addition to changing the services provided to municipalities, the decision means CVRPC may have a
7 \$6-15,000 budget gap. The gap can be filled by reducing contributions to reserves, by increasing other
8 revenues during the year, or by modifying expenses.

9
10 **Adjourn**

11 *D. La Haye moved to adjourn at 4:23 pm; L. Hill-Eubanks seconded. Motion carried.*

Executive Director's Report

November 3, 2017

The Commission on the Future of Act 250

For those who might not have time to follow proceeding of the Commission on Act 250, here's an update. The Commission's activities can be followed at <http://legislature.vermont.gov/committee/document/2018/333/Date#documents-section>. The website includes all presentations and written materials provided by date, and any written public comment submitted.

Executive Branch Working Group Report Released

Agencies and departments within the Executive Branch that have the greatest nexus with Act 250 released their working group recommendations. Recommendations included:

Jurisdiction

- *State Designated Centers:*
 - Exempt projects from Act 250 jurisdiction in state designated centers.
 - Modify the current standards for designation to ensure municipalities have the tools and resources to administer effective, local land use and environmental regulatory protections.
 - Review the appropriateness of levying agricultural soil mitigation fees for projects in areas the state has designated for growth.
 - Develop best practices in local zoning bylaws that would meet the requirements to obtain designated center status.
- *Landscape of Special Value:* Consider whether contiguous blocks of primary agricultural soils, high-value forest blocks and high-value connectivity habitat can be clearly defined, prioritized for their relative importance, and adjust jurisdiction accordingly.
- *Working Lands:* Explore strategies to assist businesses that process farm and forest commodities into higher value consumer goods to navigate Act 250's permitting framework.
- *Business Enterprise Areas:* Identify areas outside of downtowns that are planned and well-suited for economic development projects, including larger-scale commercial operations or manufacturing facilities.
- *Transportation Projects:* Minimize Act 250 review of federal-aid transportation projects.
- *Recreation Trails:* Consider the most appropriate means to encourage and facilitate new trail development and provide sufficient and appropriate state regulatory oversight, which may not be Act 250.

Criteria

- Examine areas where Act 250 criteria overlap with or deviate from other state regulatory programs so that Act 250 review focuses on areas that add value.
- Retain the coordination and cumulative review functions Act 250 provides
- Clarify the sequencing of permits to avoid conflicting mitigation requirements among agencies.

- Modernize Act 250 to consider climate change and to insure impacts to landscape-scale features such as forest blocks and connecting habitat are sufficiently addressed.
- Review whether Criterion 9(L) is serving its intended purpose, or whether additional modifications to other criteria (such as 9(A) – impact of growth or 9(H) – cost of scattered development) in conjunction with 9(L) would better serve Act 250’s goal.

Appeals

- Evaluate party status requirements and eligibility to obtain party status under enumerated criteria for those who could be considered “market competitors.”
- Evaluate whether the number of judges in the Environmental Division of the Superior Court is appropriate and/or identify other appeal processes to alleviate Environmental Court case load.
- Evaluate the NRB Jurisdictional Opinion reconsideration process.
- Explore the potential for “on the record review” for appeals to the Environmental Division of the Superior Court, as an alternative to the existing *De Novo* review.

The Executive Branch Working Group includes representatives from the Natural Resources Board and the Agencies of Transportation, Agriculture, Natural Resources, and Commerce and Community Development.

Act 250 Commission Meeting

The Commission’s October meeting set the stage for discussions through six hours of presentations. These presentations are available on the Commission’s website. They include:

- a history and overview of Act 250,
- a history of Vermont’s environmental history,
- a deeper dive into Act 250’s operation, examining the process, analyzing trend data, reviewing appeals, and discussing enforcement trends,
- a discussion of how climate change might be addressed through Act 250, and
- a history of land use planning in Vermont.

The deeper dive document is good for identifying Act 250 myths and reinforcing challenges that have been voiced. If you are interested and have 15 minutes to focus on one document, the deep dive summary is the one I’s recommend reading. The climate change memo also provides insight into directions the Commission might take for modernizing criteria.

The next meeting of the Commission on the Future of Act 250 is scheduled for November 15 from 10am-4pm at the Statehouse.



MEMO

Date: October 30, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

I am requesting Executive Committee approval of the following:

GRANT AND SERVICE AGREEMENTS

(Contracts and agreements valued at more than \$25,000)

Southern Windsor County Regional Planning Commission (SWCPC) – Clean Water Block Grant

Scope of Work: Deliver the Clean Water Block Grant program to the City of Barre for the Pouliot Avenue Stormwater Mitigation project. CVRPC activities include project management and program administration tasks. Project management assistance includes insuring permits are obtained and procurement policies are used, securing an Operations and Maintenance Agreement, assisting with hiring contractors, participating in meetings, and reporting. Program administration includes conducting financial management and insuring completion of progress reports and other required documentation.

Funding:

Grant Amount: ~\$108,500 (100% state funds). City of Barre construction ~\$100,000; CVRPC 8.5% of construction activities. [Exact amounts will not be known for several weeks.]
Match Amount: None required.

Performance Period: 10/01/17 – 07/01/19

Staff: Pam DeAndrea

Note: Staff is confirming whether CVRPC would be required to pay the municipality in advance of being paid by SWCRPC, or whether “cost reimbursement” solely pertains to the town’s payments to any contractors.

CONTRACTS

(Contracts and agreements valued at more than \$25,000)

Watershed Consulting, Berlin Stormwater Master Plan

Scope of Work: A no-cost contract amendment to extend the performance period. The Town required additional time to select priority projects. Scope of Work includes completing a Stormwater Master Plan for the Town of Berlin, including identifying five (5) priority projects and completing 30% design plans for those projects. Amend the agreement for a no-cost

Funding:

Contract Amount: \$30,936

Funding Source: VT DEC Ecosystem Restoration Program

Performance Period: Extended from December 1 to December 22, 2017

Watershed Consulting, Barre City, Barre Town, and Plainfield Stormwater Master Plan

Scope of Work: A no-cost contract amendment to extend the performance period. The Towns required additional time to select priority projects. Scope of Work includes completing a joint Stormwater Master Plan for the Towns of Plainfield, Barre Town, and Barre City, including identifying at least 15 priority projects and completing 30% design plans for those projects.

Funding:

Contract Amount: \$92,809

Funding Source: VT DEC Ecosystem Restoration Program

Performance Period: Extended from December 1, 2017 to January 12, 2018

Watershed Consulting, Mad River & Kingsbury Branch Towns Stormwater Master Plan

Scope of Work: Scope of Work includes completing two Stormwater Master Plans – one for towns along the Mad River (Duxbury, Moretown, Fayston, Waitsfield, Warren) and one for towns along the Kingsbury Branch (Woodbury, Calais, East Montpelier). The scope includes identifying five (5) priority projects per town and completing 30% design plans for those projects. For projects identified in the top 20, the contractor will notify affected property owners directly through a letter and site sheet.

Funding:

Contract Amount: \$126,880

Funding Source: VT DEC Ecosystem Restoration Program

Performance Period: 11/07/17 – 02/15/19

Staff recommends approval of the agreement and the contracts.

FOR INFORMATION ONLY

(Contracts and agreements valued at \$25,000 or less and site specific contract addendums for the Brownfields Program)

CONTRACTS**The Johnson Company – Montpelier Union Elementary School (MUES) ABCA/Clean-up Plan**

Scope of Work: Qualified Environmental Professional services for to develop an Evaluation of Corrective Action Alternatives (ECAA) and a Clean Up Plan for the MUES property at 1 School Street, Montpelier. The ECCA process (formerly known as ABCA), evaluates soil management options, feasibility, effectiveness, cost, etc. The school then selects a final alternative, and a cleanup plan is developed and advertised for public comment.

Funding:

Contract Amount: \$23,153

Funding Source: EPA Brownfields agreement

Performance Period: 10/18/17 – ~02/28/18

CVRPC Staff: Bonnie Waninger

Friends of the Mad River (FMR), Mad River Towns Stormwater Master Plan

Scope of Work: Work with CVRPC and a consultant to develop a Stormwater Master Plan for towns within the Mad River watersheds (Duxbury, Moretown, Waitsfield, Fayston and Warren). Services will include assisting CVRPC with consultant selection, stakeholder outreach, steering committee development, project meeting coordination and participation, and project prioritization.

Funding: \$5,225

Funding Source: VT Department of Environmental Conservation agreement for the Mad River and Kingsbury Branch towns stormwater master plans (state)

Performance Period: 10/03/17 – 06/15/19

CVRPC Staff: Pam DeAndrea

Town of Moretown, Class IV Road Remediation and Demonstration

Scope of Work: Implementation of Best Management Practices (BMPs) on Class IV road segments, including drainage and driveway culvert upgrades, turn outs, culvert outlet stabilization, culvert headwalls, grass and stone-lined drainage ditches, road shoulder lowering, and other practices

that promote road stormwater disconnection, infiltration and conveyance stability. This project demonstrates BMPs that comply with the Municipal Roads General Permit.

Funding: \$7,142.86

Funding Source: VT Department of Environmental Conservation agreement for the Class 4 Road Remediation and Demonstration Project (federal)

Performance Period: 10/09/17 – 07/01/18

CVRPC Staff: Dan Currier

**SOUTHERN WINDSOR COUNTY REGIONAL PLANNING COMMISSION
STANDARD SUB-GRANT AGREEMENT**

Project Name: _____

1. Parties: This is an Agreement for services between the Southern Windsor County Regional Planning Commission (SWCRPC) a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 38 Ascutney Park Road, Ascutney, Vermont 05030 and _____ with its principal place of business at _____ (hereinafter called “SUB-GRANTEE”). It is the SUB-GRANTEE’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUB-GRANTEE is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Sub-Grant Agreement is to provide program delivery for the Clean Water Block Grant under SWCRPC’s agreement with the Vermont Department of Environmental Conservation (2017-ERP-BG-001). All provisions of this agreement flow down to SUB-GRANTEE. The SUB-GRANTEE’s Scope of Work is in Attachment A.
3. Maximum Amount: In consideration of the scope of work specified in Attachment A, the SWCRPC agrees to pay SUB-GRANTEE, in accordance with the Payment Provisions specified in Attachment B, a sum not to exceed 8.5% of project implementation costs for Program Delivery based on the actual documented costs for project implementation.
4. Agreement Term: The period of SUB-GRANTEE’s performance shall begin on October 1, 2017 and end on July 1, 2019.
5. Source of Funds: State Funds from the Vermont Department of Environmental Conservation.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the SWCRPC and SUB-GRANTEE.
7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.

8. Contact persons for this award:

SWCRPC: Thomas J. Kennedy, AICP Email: tkennedy@swcrpc.org
Phone: (802) 674-9201

SUB-GRANTEE:

_____ :

Phone: _____

Email: _____

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

Attachment A – SUB-GRANTEE Scope of Work to be performed

Attachment B – Budget and Payment Provisions

Attachment C -- Customary State Grant Provisions

Attachment D – Other Grant Provision(s) if necessary

Attachment E – Final Performance Report Form

Attachment F – Project Submission and Screening Process/Project Worksheet

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

SOUTHERN WINDSOR COUNTY
REGIONAL PLANNING COMMISSION

SUB-GRANTEE

Signature: _____

Signature: _____

Name: Thomas J. Kennedy, A.I.C.P.

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

ATTACHMENT A SUB-GRANTEE Scope of Work Regional Planning Commissions

Introduction

The Vermont Department of Environmental Conservation (DEC) is seeking to fund the construction of high priority, cost effective, non-agricultural clean water improvement projects. Projects that are located on private property must be sponsored by the Municipality and involve stormwater pollution control. Eligible projects for this funding must be included in DEC's Watershed Projects Database, commonly referred to as the "Go List"; for a complete listing of projects contact your Watershed Coordinator, Regional Planning Commission or Natural Resource Conservation District.

Responsibilities for Each Party Under this Agreement are described below:

Sub-Grantee:

- Will be responsible for all PROGRAM DELIVERY including Project Management and Program Administration tasks outlined below.
- Prior to bidding any work, the SUB-GRANTEE will have successfully completed the **Project Submission and Screening Process (Attachment F)** and will have received a confirmation letter from SWCRPC of Notice to Proceed.

Project Management Assistance:

- a. Coordinate with project sponsor(s) (hereinafter called "PROJECT RECIPIENT(s)") as necessary for successful implementation of the project(s) as outlined in this sub-grant agreement.
- b. Ensure that all appropriate and required State and Federal permits have been obtained.
- c. Follow appropriate procurement policy for implementation of project(s). PROJECT RECIPIENT(S) are to follow their procurement policy. If a PROJECT RECIPIENT does not have a procurement policy in place, they are to follow the procurement policy of the SUB-GRANTEE.
- d. Secure an Operations and Maintenance Agreement (O&M) to ensure that each project is maintained for a minimum of 10 years.
- e. Provide oversight for PROJECT RECIPIENT to include:
 - i. Oversee procurement process including Request for Proposals, Bid Open and Selection of Contractor;
 - ii. Hold pre-construction meeting and site visit(s) to review BMP construction plans and document pre-construction site conditions with photos, if appropriate; and
 - iii. Ensure PROJECT RECIPIENT provides any necessary construction oversight to ensure successful project completion per terms of this agreement.

- f. Provide reporting and invoice assistance to PROJECT RECIPIENT to include:
 - i. Documentation of construction costs;
 - ii. Invoice submission and payment disbursement; and
 - iii. Compilation of financial documentation for reporting requirements and review for accuracy and completeness.

Program Administration:

- g. Provide program invoicing, disbursements and reporting for all project implementation and program delivery activities as outlined in **Attachment B**.
- h. Ensure that all project construction will be completed no later than July 1, 2019 to be eligible for reimbursement.
- i. Submit **Quarterly Progress Report(s)** to include a summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period. All deliverables met during that reporting period are to be submitted with a Progress Reports. First progress report will be due 3 months following execution of the agreement. The Clean Water Block Grant requirements will be similar to the ERP grant process. Each project will need to be carried out according to the milestones, deliverables, and performance measures applicable to each project type (see Attachment D- #2)
- j. Obtain Certification from the Project Recipient that the project has been completed according to applicable Best Management Practices as documented in BMP reporting template to be provided by DEC.
- k. Ensure that the selected contractor comply with the prevailing wage as published by the Vermont Department of Labor (Attachment D - #3) for any construction project over \$100,000 (per 29 V.S.A. § 161).
- l. Provide final report requirements to include:
 - Final Performance Report Form (Attachment E);
 - Completed deliverables and work products;
 - Completed applicable Best Management Practice (BMP) forms;
 - Documentation and certification of match using Form 430-M (Attachment D- #8)
- m. **All Requests for Funds and Reporting documents are to be sent via email to Cindy Ingersoll at cingersoll@swcrpc.org.** Mark emails as High importance and request a Read Receipt.

SWCRPC Responsibilities Under this Agreement:

- Serve as the point of contact and coordinator for all projects statewide; act as a liaison to VT DEC for all administration, invoicing and reporting.
- Provide SUB-GRANTEE with required Deliverables and Best Management Practices Forms for the project as determined by VT DEC per Attachment D.
- Provide reporting templates and forms for invoicing, financial reporting and progress reports as may be necessary per Attachment B.

- Make payments to SUB-GRANTEE upon receipt of invoices submitted by the SUB-GRANTEE to provide reimbursement for actual documented project implementation and program delivery costs as detailed in Attachment B.

ATTACHMENT B PAYMENT PROVISIONS

The SWCRPC agrees to compensate the SUB-GRANTEE for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement. The SUB-GRANTEE's preliminary project budget is to be included in this attachment. A final budget will be submitted after the selection of engineers and contractors.

A. General. The SWCRPC agrees to pay the SUB-GRANTEE and the SUB-GRANTEE agrees to pay PROJECT RECIPIENT as described in Attachment B.

B. Payment Procedures for SUB-GRANTEE.

SWCRPC agrees to pay SUB-GRANTEE, and SUB-GRANTEE agrees to accept for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachment A:

- Up to a maximum for Project Implementation based on a final project budget and match requirements as outlined in **Attachment F, to be disbursed to the PROJECT RECIPIENT by the SUB-GRANTEE.**
- Up to a maximum of 8.5% of Actual Documented Program Implementation Costs for Program Delivery.
- Up to a maximum of 20% of Program Delivery costs (based on the submitted preliminary project budget) prior to the documentation of any project implementation costs. Total Program Delivery costs cannot exceed 8.5% of total documented project implementation costs.
- Periodic Payments for invoices which will be submitted no more frequently than monthly for Program Delivery and weekly for Project Implementation.

This grant is a cost-reimbursable grant. Requests for reimbursement must be submitted by the SUB-GRANTEE on the attached Form 430 and include program delivery costs and a breakout of project implementation costs between the MS4-community projects and non-MS4 projects in order to provide proper documentation of match. Payment for project implementation costs will be made to the SUB-GRANTEE for distribution to the PROJECT RECIPIENT. Invoicing procedures include:

- Invoicing for PROGRAM DELIVERY activities, as described in **Attachment A, will be submitted using a template to be provided by SWCRPC.**
- Back up documentation for personnel and other direct costs must be retained by the SUB-GRANTEE and provided upon request.
- Final payment for Program Delivery will be made to SUB-GRANTEE upon completion of project, receipt of Project Completion Certification from the PROJECT RECIPIENT, and final reporting requirements (Attachment A- Program Invoicing and Reporting).
- Invoicing for PROJECT IMPLEMENTATION activities must be accompanied by

contractor invoices.

- All invoices must be signed by SUB-GRANTEE to certify accuracy of costs.
- All payments by the SWCRPC under this Agreement will be made in reliance upon the accuracy of all submissions by the SUB-GRANTEE including but not limited to bills, invoices, timesheets, progress reports and other proofs of work.
- All match from PROJECT RECIPIENT must be provided on Form 430-M with proper support documentation with each invoice.

C. Cost Overruns and Contractor Fees.

- Construction cost overruns will require an amendment to this agreement and will be contingent upon the availability of funds.
- Interest charges for late payment of an invoice by a contractor is not an eligible expense under this agreement.

D. Other Provisions.

Sufficient Progress: Sufficient progress will be measured by examining the performance required under the work plan 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.

Deadlines: Scope of work deadlines are firm and most cannot be modified for any reason. Failure to complete deliverables by the deadlines may result in forfeiture of some or all of SUB-GRANTEE's payments and/or cancellation of the agreement and/or the RPC's municipalities not being reimbursed for their grants. No modifications to deadlines are allowed without prior approval of SWCRPC and only because of unexpected circumstances beyond the control of SWCRPC or SUB-GRANTEE.

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.

OMB Uniform Guidance Audit: If you are required to have an audit under the new OMB Uniform Guidance, you are to report to SWCRPC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

Form 430 Request for Funds*Form must be filled out entirely before payment is released*

Sub-Grantee Name: _____

Grant #: 2018-ERP-BG-001

Purchase Order #:

Payment#:

Amount Requested:

Performance Measures and Deliverables:

Budget Category	Budget Amount*	Amount Requested	Remaining Amount	Total Match Documented (form 430-M)
1 – Program Delivery Costs				
2 – Project Implementation Costs (MS4 – match 50%)				
3 – Project Implementation Costs (non – MS4 – match 20%)				
Total				

* BUDGET TO BE DETERMINED

Submit 430 Form with attached relevant files as one PDF via email to:

Cindy Ingersoll at cingersoll@swcrpc.org**Approvals for Payment**

Signed by:

Sub-Grantee: _____ Date: _____

Title: _____

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

SWCRPC's Project Manager: _____ Date: _____

The Grant Manager has verified that deliverables being billed on this invoice have been completed as outlined in the grant agreement.

**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:

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. **DEC Watershed Projects Data Base:** The DEC data base that stores projects and actions that are necessary for compliance with federal and state water quality law. The Data Base includes projects that may be important to implement, such as stormwater runoff assessments that identify projects for implementation, but that are not capital-fund eligible. To view the Watershed Project Data Base, visit: <https://anrweb.vt.gov/DEC/IWIS/ARK/ProjectSearch.aspx> . Select “0-Readiness-Go List” under the “Grade Type” dropdown menu to view current “Go-List”
2. **Milestones/Deliverables by Project Type:** The anticipated deliverable and milestones by project type can be found on DEC’s website here:
http://dec.vermont.gov/sites/dec/files/wsm/erp/docs/manual_appendix3.pdf
3. **Construction projects over \$100,000:** Any individual construction project over \$100,000 (per 29 V.S.A. § 161) will require the grantee to ensure that the selected contractor comply with the prevailing wage as published by the Vermont Department of Labor.
4. **Performance Reporting:** The required final performance report template for this agreement is provided in Attachment E. If a grant agreement involves project implementation, additional reporting at the best management practice (BMP) level may be required. Any additional BMP reporting requirements are specified in Attachment E. Fillable formats of performance report templates are available at:
<http://dec.vermont.gov/watershed/cwi/grants>
5. **Required Deliverable for Project Identification:** As stated in the grant agreement’s table of deliverables, all scoping grants involving project identification and prioritization are required to complete a table listing each project identified. Contact your grant manager for the table template. The table will be used to incorporate projects identified and prioritized into Vermont Tactical Basin Plan Implementation Tables.
6. **Required Deliverable for Outreach Activities:** As stated in the grant agreement’s table of deliverables, all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings) are required to complete the Clean Water Outreach Efforts nFORM within one week of each event taking place. This online form and corresponding instructions are available at: <http://dec.vermont.gov/watershed/cwi/grants>
7. **Ecosystem Restoration Design Terminology and Guidance Document:** If your project is considered to be a design project please use the Ecosystem Restoration Design Terminology and Guidance Document (available at:
<http://dec.vermont.gov/sites/dec/files/documents/ERPDesignTerminologyandGuidance.pdf>) as a reference for definitions of design completion levels and expected deliverables.
8. **Match Documentation:** If the project requires match, all match must be documented and reported using the Form 430-M
(<http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx>) and should be submitted at the close of the project with the final invoice.

ATTACHMENT E

Vermont DEC - Ecosystem Restoration Grant Program Final Performance Report

Project Information**Organization:** _____**Grant Number:** _____**Title:** _____**Report Date:** _____**Date Project Completed:** _____**Project Location:**

- Latitude (decimal degrees with five decimal places e.g., 44.25804): _____
- Longitude (decimal degrees with five decimal places e.g., -72.59101): _____
- Town(s): _____
- WBID (Watershed boundary ID) Sub-basin(s): _____
- Stream segment if applicable (i.e., river and stream projects): _____

Project Type: _____**ERP Funding Amount: \$** _____**Total Project Costs: \$** _____**Total Match documented (if applicable): \$** _____**Performance Measure(s) as identified in your grant agreement**

Performance Measure 1:	
Value:	Unit:
Did you meet this measure: Yes No	
If not, enter new value: _____ and explain:	

Performance Measure 2:	
Value:	Unit:
Did you meet this measure: Yes No	
If not, enter new value: _____ and explain:	

Project Site Photos (Before and After) for Implementation/Equipment Purchase**Projects:** Attach as JPEG images, minimum resolution of 300ppi (pixels per inch)**Summary of work completed:**

--

ATTACHMENT F

SUB-GRANTEE Project Submission and Screening Process For Regional Planning Commissions

Project Submission

Interested RPCs will be responsible for submitting projects within their region to be considered for application under this block grant from the DEC Watershed Projects Database (WPD) **Go List**. The **Go List** is a subset of projects from the DEC Watershed Projects Database. See **Attachment D-1**, on how to view the “Go List” from the DEC WPD. RPCs will select and implement **Go List** projects in a manner to maximize phosphorus reduction and cost-efficiencies within the time frame of this grant and avoid natural resource conflicts. Projects on the **Go List** that are appropriate under this Block Grant are:

- Necessary to meet requirements of federal and state-required clean water plans, known as total maximum daily loads (TMDLs), compliance with Act 64 of 2015, and the 2016 Combined Sewer Overflow Policy;
- Eligible for Capital Funds;
- Ready for final design and/or construction;
- Sponsored by municipalities if the projects are located on privately owned property and involve stormwater pollution control with the municipality as the responsible party for project operations and maintenance;
- Avoid or minimize impacts to natural resources (e.g. impacts to floodplains, wetlands and woody buffers and
- Do not involve stormwater treatment on private lands where the funds would be used to achieve compliance with a permit issued for new development or expansion of existing development.

Eligible project categories for selection, listed in priority order, are:

- Priority #1: Construction-ready projects (referred to as “Step 3” projects on the Go List);
- Priority #2: Engineering “design-build” projects (Step 2 & 3 projects); and
- Priority #3: Final design projects (Step 2) that will prepare projects for construction.

For a more detailed explanation on project types, go to the Ecosystem Restoration Grant’s Application Manual, Appendix 2.

Preliminary Project Screening

1. For each RPC project submitted and prior to bidding any work, the RPC will provide the following to SWCRPC for preliminary screening:
 - A map of each project using the ANR Atlas mapping system with the ecosystem restoration layer;
 - A completed screening criteria worksheet (to be provided by the State);
 - DEC’s WPD internal scoring on impacts to water quality stressors for the project;
 - A brief project summary as described in the *Ecosystem Restoration Grants Application Manual*, pg. 12. (http://dec.vermont.gov/sites/dec/files/wsm/erp/docs/2017-9-1_Revised_Application_Manual.pdf);

- Documentation (emails are fine) from the relevant resource agencies addressing potential natural resource concerns or identified conflicts. (Note: If potential natural resource conflicts are identified through the project mapping and screening process and the RPC chooses to continue with this project, the Town/RPC will be responsible for working directly with the appropriate resource agency to address these concerns in order to ensure that all permitting can be secured in order to implement the project within the time frame of this grant.);
- A preliminary estimated project budget identifying broad categories: labor, materials, equipment, engineering and program delivery,
- A letter of commitment to securing an Operations and Maintenance agreement to ensure that each project is maintained for a minimum of 10 years, and
- Match certification for the project from the municipality, or project sponsor, and an acknowledgement of the required deadline for completion of construction.

Match Required:

- Stormwater projects located within a Municipal Separate Storm Sewer System (MS4) community are required to have a 50% match.
- All other projects, including stormwater projects, not in an MS4 community, are required to have a minimum of 20% match.

Eligible match funding includes:

- In-kind contributions such as time, transportation, and other organizational costs directly related to the project;
- Cash contributions from other funding sources;
- Vermont Pollution Control Grants (upon State approval);
- Low interest loan from State Revolving Loan Funds;
- Land acquisition (as valued by municipality); and
- Equipment (as valued by municipality).

2. SWCRPC will submit to DEC required materials to confirm project eligibility for CWBG application for funding.

Project Selection

SWCRPC will provide a Notice to Proceed following project selection.

Project Readiness Screening Worksheet

This information will help the Clean Water Initiative Program (CWIP) streamline the environmental review and project readiness process for your water quality improvement project. If you have general questions about the Department of Environmental Conservation (DEC) permit process, please contact a [Permit Specialist](#) who can assist you in identifying all necessary state permits or approvals for any given project.

<p><u>Part A: Natural Resource Conflicts</u></p>	<p>This section of the Project Readiness Screening Form identifies any lakeshore, river, and/or wetland natural resource conflicts that may be present at your project site and provides resources on who to contact if a permit is likely required.</p>	
<p>I. Act 250 Permits</p>		
<p>1. Have any Act 250 (Vermont's Land Use and Development Control Law) Permits been issued in the project site's parcel location?</p> <p>An Act 250 Permit is required for certain categories of development, such as subdivisions of 10 lots or more, commercial projects on more than one acre or ten acres (depending on whether the town has permanent zoning and subdivision regulations), and any development above the elevation of 2,500 feet.</p> <p>Contact the project district's Permit Specialist if you have any questions about Act 250. Visit http://dec.vermont.gov/environmental-assistance/permits/specialists to find the Permit Specialist for your project's district.</p>	<p>Yes No</p>	
<p>If yes, please provide the permit number and list any water resource issues or natural resource issues found:</p> <p>Permit Number:</p> <p>Resource Issues:</p>		
<p>II. Lakeshore</p>		
<p>1. Is the project site located within 250 feet of a lakeshore water's edge?</p>	<p>Yes No</p>	
<p>If yes, have you spoken with a Lake and Shoreland Regional Permit Analyst? You might need either a Shoreland Protection Act Permit or an Encroachment Permit. Visit http://dec.vermont.gov/watershed/lakes-ponds/permit/contact to find the Permit Analyst for your project's region.</p>	<p>Yes needs permit. No permit required.</p>	
<p>III. River Corridor</p>		
<p>1. Is the project a river corridor easement?</p>	<p>Yes No</p>	
<p>If yes, have you coordinated with a River Scientist? All river corridor easement projects require coordinating with a River Scientist to be eligible for funding. Visit http://dec.vermont.gov/watershed/rivers/river-corridor-and-floodplain-protection to find the River Scientist for your project's region.</p>	<p>Yes, approved by RMP. No, not</p>	

	approved.
2. If the project is not a river corridor easement, Is there any portion of the project site located within 100' of a river corridor and/or mapped Federal Emergency Management Agency (FEMA) flood hazard area?	Yes No
If yes , have you spoken with a River Scientist and/or Floodplain Manager? Visit http://dec.vermont.gov/watershed/rivers/river-corridor-and-floodplain-protection to find the River Scientist and/or Floodplain manager for your project's region.	Yes - project cleared by RMP. No , project cancelled.
3. If the project itself is not in the river corridor and/or flood hazard area, is there any portion of the project that may contribute point source water runoff into the stream? Ex. A stormwater pond's pipe draining into a river corridor area	Yes No
If yes , have you spoken with a River Scientist? They must approve the project. Visit http://dec.vermont.gov/watershed/rivers/river-corridor-and-floodplain-protection to find the River Scientist for your project's region.	Yes - project cleared by RMP. No , project cancelled.
4. Does any portion of the project involve work on the stream bank and/or floodplain?	Yes No
If yes , have you spoken with a River Scientist? You may need a Stream Alteration Permit. Stream Alteration Permits regulate activities that take place in or along streams. The types of activities that are regulated include streambank stabilization, road improvements that encroach on streams, and bridge construction or repair. Visit http://dec.vermont.gov/watershed/rivers/river-corridor-and-floodplain-protection to find the River Scientist for your project's region.	Yes , permit required. No permit required.
IV. Wetland	
1. Is there any portion of the project site located in or within 100 feet of a mapped wetland, wetland advisory layer, or hydric soil area?	Yes No
2. Are there any indications that you may have a wetland area onsite outside of mapping? See Landowners Guide to Wetlands for additional information on identifying wetlands onsite.	Yes No
If yes to either of the above , have you spoken with a District Ecologist or another wetland professional regarding the potential that the project may trigger a permit requirement? The District Wetlands Ecologist can help determine the approximate locations of wetlands and whether you need to hire a Wetland Consultant to conduct a wetland delineation. Any activity within a Class I or II wetland or wetland buffer zone (100 feet and 50 feet respectively) which is not exempt or considered an "allowed use" under the Vermont Wetland Rules requires a permit. All permits must go through a public notice process, which takes time. Visit http://dec.vermont.gov/watershed/wetlands/contact to find the District Ecologist for your project's region.	Yes , project has no wetland impacts. Yes , permit required

V. Stormwater	
1. Will the project disturb more than an acre of land during construction?	Yes No
If yes, forward to the appropriate Stormwater specialist to ensure necessary permitting.	
2. Will this project add impervious surface, create new development or otherwise require a Stormwater permit?	

AGREEMENT AMENDMENT

PARTY: Watershed Consulting Associates, LLCAGREEMENT #: 2017-01AGREEMENT AMENDMENT #: 1

SUBJECT: Berlin Stormwater Master Plan Contract End Date

Agreement #2017-01, entered into by the Central Vermont Regional Planning Commission, and by Watershed Consulting Associates, LLC, is amended as follows:

1. **Agreement Term.** The end date wherever such references appear in said Agreement and its attachments, is changed from December 1, 2017 to December 22, 2017.
2. **Attachment C:** Attachment C: Standard Agreement Provisions dated 2/27/2017 *see attached*, which supersedes all prior versions of Attachment C.
3. **Taxes Due to the State.** Party further certifies under the pains and penalties of perjury that, as of the date this Agreement amendment 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.
4. **Certification Regarding Suspension or Disbarment.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement amendment 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>.

5. **Child Support** (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs):

Party is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

All other terms and conditions of this Agreement not hereby amended shall remain in full force and effect.

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION
AGREEMENT AMENDMENT**

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Agreement # 2017-01 in its entirety and agrees to be bound by the provisions enumerated therein.

**CENTRAL VERMONT REGIONAL
PLANNING COMMISSION**

WATERSHED CONSULTING ASSOCIATES, LLC

By: _____

By: _____

Name: Bonnie Waninger

Name: Andres Torizzo

Title: Executive Director

Title: Principal

Date: _____

Date: _____

AGREEMENT AMENDMENT

PARTY: Watershed Consulting Associates, LLC

AGREEMENT #: 2017-02

AGREEMENT AMENDMENT #: 1

SUBJECT: Barre City, Barre Town, and Plainfield Stormwater Master Plan Contract End Date

Agreement #2017-02, entered into by the Central Vermont Regional Planning Commission, and by Watershed Consulting Associates, LLC, is amended as follows:

1. **Agreement Term.** The end date wherever such references appear in said Agreement and its attachments, is changed from December 1, 2017 to January 12, 2018.
2. **Attachment C:** Attachment C: Standard Agreement Provisions dated 2/27/2017 *see attached*, which supersedes all prior versions of Attachment C.
3. **Taxes Due to the State.** Party further certifies under the pains and penalties of perjury that, as of the date this Agreement amendment 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.
4. **Certification Regarding Suspension or Disbarment.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement amendment 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>.

5. **Child Support** (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs):

Party is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

All other terms and conditions of this Agreement not hereby amended shall remain in full force and effect.

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION
AGREEMENT AMENDMENT**

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Agreement # 2017-02 in its entirety and agrees to be bound by the provisions enumerated therein.

**CENTRAL VERMONT REGIONAL
PLANNING COMMISSION**

WATERSHED CONSULTING ASSOCIATES, LLC

By: _____

By: _____

Name: Bonnie Waninger

Name: Andres Torizzo

Title: Executive Director

Title: Principal

Date: _____

Date: _____

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

STANDARD CONTRACT

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$126,880.00	Contract Start Date: 11/07/2017	Contract End Date: 02/15/2019	
Contractor Name: Watershed Consulting Associates, LLC			
Contractor Physical Address: 430 Shelburne Road			
City: Burlington	State: VT	Zip Code: 05406	
Contractor Mailing Address: PO Box 4413			
City: Burlington	State: VT	Zip Code: 05406	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)

Contractor Duns: 061397911			
DUNS Registered Name (if different than Contractor Name above):			
SAM checked for DUNS Suspension and Debarment Exclusions (https://www.sam.gov/portal/public/SAM/ . Print Screen Must be Placed in Contract File)			
Date: 10/24/17	Initials: PD	SAM Expiration Date: 05/31/18	
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File)			
Date: 10/24/17	Initials: PD	Debarment Expiration Date: NA	
Risk Assessment completed (Questions for contractor at \\.\Forms\Risk Assessment_Contractor Questions.docx . Staff completes assessment at \\.\Forms\Risk Assessment_Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)			
Date: 10/26/17	Initials: PD		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file))			
Date: 10/24/17	Initials: PD		
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)			
Date: 10/24/17	Initials: PD		
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]			
Date: 10/24/17	Initials: PD		

Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)	
Date: 10/24/17	Initials: PD
SECTION 3 – FUNDING SOURCE	
Funding Type: <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	CFDA #: _____ Program Title: _____ Contract #: 2017-ERP-S-10 Source: _____
SECTION 4 – CONTACT INFORMATION	
CVRPC <u>Project Contact/Coordinator</u> Name: Pam DeAndrea Title: Senior GIS Planner Work Phone: (802) 229-0389 Email: deandrea@cvregion.com <u>Finance/Billing</u> Name: Nicole Sancibrian Title: Accounting Contractor Work Phone: 802-229-0389 Email: macbrien@cvregion.com	CONTRACTOR <u>Project Contact/Manager</u> Name: Andres Torizzo Title: Principal, Hydrologist Work Phone: (802) 497-2367 Cell Phone (if applicable): _____ Email: andres@watershedca.com <u>Finance/Billing</u> Name: Andes Torizzo Title: Principal, Hydrologist Work Phone: (802) 497-2367 Cell Phone (if applicable): _____ Email: andres@watershedca.com Address (if different than Section 1): _____ Mailing: _____ City/State/ZIP: _____

Part 2 – Contract Agreement

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the Central Vermont Regional Planning Commission (hereafter called "CVRPC") and Watershed Consulting Associates, LLC with its principal place of business at 430 Shelburne Road, PO Box 4413, Burlington, VT 05406 (hereafter called "Contractor"). Contractor's form of business organization is a Limited Liability Corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of stormwater master plans for towns within the Kingsbury Branch (East Montpelier, Calais, and Woodbury) and the Mad River (Fayston, Duxbury, Moretown, Waitsfield, and Warren) watersheds in central Vermont. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$126,880.00.

4. Contract Term. The period of contractor's performance shall begin on November 7, 2017 and end on February 15, 2019.

5. Prior Approvals. Approval by the Executive Director is required for all contracts. If approval by the CVRPC Executive Committee is required, (greater than \$25,000), neither this contract nor any amendment to it is binding until it has been approved by the Committee.

Approval by the Executive Committee X is / is not required.

6. Amendment. This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the CVRPC and Contractor.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of 18 pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed
Attachment B - Payment Provisions and Monitoring & Reporting Requirements
Attachment C - Standard Agreement Provisions (effective date 02/27/2017)
Attachment D - Provisions for Federally Funded Agreements (not applicable)
Attachment E - Other Provisions (if applicable)

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

- 1) Standard Contract
- 2) Attachment E (if applicable)
- 3) Attachment D (not applicable)
- 4) Attachment C (Standard Agreement Provisions)
- 5) Attachment A (Scope of Work to be Performed)
- 6) List other attachments in order of precedence
- 7) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

For the CVRPC:

Signature: _____
Name: Bonnie Waninger
Title: Executive Director
Date: _____

For the Contractor:

Signature: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A

Scope of Work to be Performed

Objective:

In accordance with State of Vermont Department of Environmental Conservation guidelines, the contractor shall work with project partners to develop two stormwater master plans within central Vermont: one for towns within the Kingsbury Branch Watershed and one for towns within the Mad River Watershed, when implemented, will reduce sediment and nutrient pollution into the Winooski River.

Activity(s) to be Performed and Performance Measures:

Work shall be performed as follows:

Task	Deliverables	Due Date
Task 1: Kickoff Meeting, Collect & Review Existing Plans & Data		
1a. Participate in kickoff meetings with CVRPC and Stakeholders	Meeting minutes	12/15/2017
1b. Collect and review existing plans and data	Digital data library and summary memo detailing data included origin, content and utility.	
Task 2: Identify Problem Areas and Retrofit Options		
2a. Complete desktop assessment and initial site identification	Map of initial project sites to field investigate (a combination of sites provided by each municipality or CVRPC and sites identified with a desktop assessment) – approximately 50 sites per municipality GIS data including all parcels with ≥ 3 acres of impervious cover and older stormwater permits	01/31/2018
2b. Digital map and app preparation	Technical memo summarizing targeted methodology and next steps	
Task 3: Identify Areas of Greater Concern		
3a. Field data collection	Interim memo with site visit progress	02/16/2018
3b. Update project lists and maps	Updated table and maps of potential projects with those eliminated from further consideration removed and any new projects added. Preliminary field data sheets for each retrofit site	02/28/2018
3c. Initial Stakeholder Outreach	Summary memo describing stakeholder input process Table of projects with landowner feedback	03/23/2018

Task	Deliverables	Due Date
Task 4: Identify Implementation Alternatives and Priorities and Establish Implementation Solution Matrix Criteria		
4a. Complete initial project ranking	Table with preliminary project ranking Memo describing initial ranking memo Revised field data sheets with ranking information	03/30/2018
4b. Top 20 project identification	Map, table, and BMP summary sheets for preliminary list of retrofit sites (20 sites per municipality) Revised map, table, and BMP summary sheets for refined list of retrofit sites following feedback (20 sites per municipality) Meeting minutes from town official meetings	04/27/2018
4c. Final Project Prioritization	Table showing the secondary project ranking Project summary sheets updated with additional ranking information Memo detailing secondary prioritization methodology	05/25/2018
Task 5: Collect Field Data and Classify Problem Areas		
5a. Conduct site visits for top five (5) projects per municipality	Memo confirming the final sites that will move into the design phase and describing observations and data from site visits	06/29/2018
5b. Complete final site surveys	Memo describing results of infiltration testing for those project sites that require infiltration Existing conditions plans	08/31/2018
Task 6: Prepare Draft Stormwater Master Plans for Kingsbury Branch and Mad River Valley Towns		
Prepare Draft Stormwater Master Plans	Draft 30% designs for 40 projects (5 per municipality) Meeting minutes Draft Stormwater Master Plans	11/23/2018

Task	Deliverables	Due Date
Task 7: Submit Final Report		
Submit final report	Final Stormwater Master Plan reports Final 30% design for 40 projects (5 per municipality) Site renderings (8) Story Maps (8)	Mad River Valley Towns: 01/11/2019 Kingsbury Branch Towns: 02/15/2019

ATTACHMENT B

Payment Provisions and Monitoring & Reporting Requirements

PAYMENT PROVISIONS

The Party shall provide the services listed in Attachment A to CVRPC at the rates listed in the scope of work attached to this Agreement.

The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The Party will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of the Standard Contract.

CVRPC agrees to compensate the Party for services performed as defined in the Scope of Work, up to the maximum amount, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this grant.

Payment. Work performed will be paid as follows:

FIXED PRICE (DELIVERABLES): Party shall submit invoices to the CVRPC in accordance with the following schedule:

<u>Deliverable</u>	<u>Completed By</u>	<u>Invoice Amount</u>
Kickoff Meeting Minutes	11/30/2017	\$7,615.00
Digital data library and summary memo	12/15/2017	
Map of initial project sites GIS data including parcels ≥ 3 acres of impervious cover and older stormwater permits	01/31/2018	\$8,156.25
Interim memo with site visit progress	02/16/2018	\$17,400.00
Updated table and maps of potential projects Preliminary field data sheets for each retrofit site	02/28/2018 03/23/2018	
Summary memo describing stakeholder input process Table of projects with landowner feedback		
Table with preliminary project ranking Memo describing initial ranking memo Revised field data sheets	03/30/2018	\$18,911.25
Map, table, and BMP summary sheets for top 20 sites	04/27/2018	

Revised map, table, and BMP summary sheets Meeting minutes from town official meetings		
Table showing the secondary project ranking Project summary sheets updated with additional ranking information Memo detailing secondary prioritization methodology	05/25/2018	
Memo confirming the final sites for design	06/29/2018	\$29,073.75
Memo describing results of infiltration testing for those project sites that require infiltration Existing conditions plans	08/31/2018	
Draft 30% designs for 40 projects (5 per municipality) Meeting minutes Draft Stormwater Master Plans	11/23/2018	\$39,243.75
Final Stormwater Master Plan reports Final 30% design for 40 projects (5 per municipality) Site renderings (8) Story Maps (8)	Mad River Valley Towns: 01/11/2019 Kingsbury Branch Towns: 02/15/2019	\$4,050.00 \$2,430.00

The CVRPC shall pay, or cause to be paid, to the Party progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the CVRPC for all work.

The CVRPC shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions described previously in Attachment B.

The Party shall immediately notify CVRPC if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. In the case of a cost reimbursement agreement, the Party will supply a new estimate for CVRPC approval. CVRPC is not obligated to authorize additional expenditures. The Party will not be reimbursed for any services or expenses which have not been previously approved by CVRPC.

Sub-contractor rates shall be consistent with those provided in Party's scope of work. Markups for sub-contractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary Party services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this Agreement.

Invoicing. The Party shall submit invoices to CVRPC as noted above. Charges will be separated by task as designated by CVRPC in proposal or bid documents and shall include the estimated task amount and total charges billed by task to date. If Party is working under more than one Agreement with CVRPC,

Party shall invoice each Agreement separately. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to: CVRPC Executive Director
29 Main Street, Suite 4
Montpelier, VT 05602

The CVRPC will seek to make payments within forty-five (45) days of receipt of an invoice from the Party. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the project manager, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the CVRPC.

MONITORING REQUIREMENTS

Monitoring is **REQUIRED** under this Agreement. Monitoring will include:

- Monitoring of pass through requirements.
- Comparison of actual accomplishments to Agreement objectives.
- Reasons why established goals were not met.
- Significant developments.

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Regular Progress Reports submitted with invoices.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

Regular Progress Reporting. Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Party's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Party is invoicing for reimbursement.

Significant Development Report. The Party must report the following events by e-mail to CVRPC's Project Manager as soon as possible after they occur:

- 1) Developments that have a significant favorable impact on the project.
- 2) Problems, delays, or adverse conditions which materially impair the Party's ability to meet the objectives of the award.

Other Reports. CVRPC's funding agency may request or require other reports during the Agreement period. If CVRPC's requires Party's assistance to complete this reporting, Party shall provide the necessary information requested by CVRPC.

CVRPC must submit quarterly reports to the Vermont Department of Environmental Conservation. It is imperative that the Party supply the CVRPC with the necessary information so that the CVRPC can provide these reports in a timely manner.

Periodic reports, certified by an authorized agent of the Party, shall be submitted as required. Failure to submit timely, accurate, and fully executed reports shall constitute an "Event of Default" and will result in a mandate to return the funds already disbursed under this agreement, and/or the withholding of current and future payments under this Agreement until the reporting irregularities are resolved to the CVRPC's satisfaction.

ATTACHMENT C

Standard Agreement Provisions

REVISED FEBRUARY 27, 2017

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the CVRPC 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 CVRPC, 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 CVRPC with regard to its performance under the Agreement.

4. Arbitration: The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in Washington County, Vermont, under the then-existing and applicable commercial arbitration rules of the American Arbitration Association. Without intending to limit the power of authority of the arbitrator(s) in any such proceeding, the parties hereby consent and agree that such arbitrator(s) shall be vested with the full power and authority to order such equitable relief as the arbitrator(s) may deem proper. The parties consent to the jurisdiction of any court of competent jurisdiction for all purposes with respect to such arbitration, including enforcement of this Agreement to arbitrate and the entry of a judgment on any arbitration award. The prevailing party in any such arbitration proceeding shall be entitled to an award of reasonable attorney’s fees as determined by the arbitrator(s). The fees and expenses of the arbitrator(s) shall be borne equally by the Parties. The Parties shall use all reasonable efforts to ensure that the arbitration is completed as promptly as reasonably possible, and in any event, within not more than ninety (90) days after either party’s request for arbitration hereunder.

The undersigned understand that this agreement contains an agreement to arbitrate. After signing this document, both parties understand that neither will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

5. Severability: The provisions of this Agreement are severable. Should one or more provisions be unenforceable, all other provisions will remain in full force and effect.

6. Sovereign Immunity: The State of Vermont 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.

7. No Employee Benefits For Party: The Party understands that the CVRPC or 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 CVRPC or State employees, nor will the CVRPC or 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 CVRPC to the Internal Revenue Service and the Vermont Department of Taxes.

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

9. Defense and Indemnity: The Party shall defend the CVRPC or the State and their 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 CVRPC or 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 CVRPC or the State retains the right to participate at its own expense in the defense of any claim. The CVRPC or the State shall have the right to approve all proposed settlements of such claims or suits. In the event the CVRPC or 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 CVRPC or 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 CVRPC and the State of Vermont and their respective officers and employees in the event that the CVRPC or 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 CVRPC or 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.

10. 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 CVRPC 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 CVRPC.

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
- \$50,000 Fire/Legal/Liability

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

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

12. False Claims Act: CVRPC is a political subdivision of the State of Vermont. 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 CVRPC and 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 CVRPC and State under the False Claims Act shall not be limited notwithstanding any agreement of the CVRPC or State to otherwise limit Party's liability.

13. 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.

14. 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 CVRPC, 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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 CVRPC. Party shall be responsible and liable to the CVRPC and 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 CVRPC 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 CVRPC and subcontracts for work performed in the State of Vermont:

Section 12, False Claims Act;
Section 13, Whistleblower Protections;
Section 15, Fair Employment Practices and Americans with Disabilities Act;
Section 17, Taxes Due the State;
Section 19, Child Support;
Section 21, No Gifts or Gratuities;
Section 26, Certification Regarding Debarment;
Section 27, Certification Regarding Use of State Funds;
Section 35, CVRPC and State Facilities; and
Section 36, Location of State Data.

21. 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 CVRPC during the term of this Agreement.

22. 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.

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

24. Ownership of Equipment: Any equipment purchased by or furnished to the Party by CVRPC under this Agreement is provided on a loan basis only and remains the property of, and must be returned to, CVRPC.

25. Professional Engineering Services: Any work on this Agreement which is "Professional Engineering Services" as defined in 26 V.S.A. §1161 must be performed by a Licensed or Registered Professional Engineer as required in 26 V.S.A. §1162.

26. 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 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>.

27. 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.

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

29. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the CVRPC 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.

30. Force Majeure: Neither the CVRPC 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.

31. Marketing: Party shall not refer to the CVRPC or 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 CVRPC.

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

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

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

33. Continuity of Performance: In the event of a dispute between the Party and the CVRPC, 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.

34. 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 CVRPC. All CVRPC or State property, tangible and intangible, shall be returned to the CVRPC or State upon demand at no additional cost to the CVRPC or State in a format acceptable to the CVRPC or State.

35. CVRPC and State Facilities: If the CVRPC or State makes space available to the Party in any CVRPC or 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 CVRPC or State facilities which shall be made available upon request. CVRPC or State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

36. 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 E

Other Provisions

This is a subcontract.

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 CVRPC and the State of Vermont. Party shall be responsible and liability to CVRPC and the State of Vermont for all acts or omission sof 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 CVRPC and 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:

<i>Location in</i>		
<i>This Contract</i>	<i>DEC-CVRPC Contract</i>	<i>Pass Through Item</i>
Section 12	Section 10	False Claims Act
Section 13	Section 11	Whistleblower Protections
Section 15	Section 14	Fair Employment Practices and Americans with Disabilities Act
Section 17	Section 16	Taxes Due the State
Section 19	Section 18	Child Support
Section 21	Section 20	No Gifts or Gratuities
Section 26	Section 22	Certification Regarding Debarment
Section 27	Section 23	Certification Regarding Use of State Funds
Section 35	Section 31	State Facilities
Section 36	Section 32	Location of State Data



MEMO

Date: September 29, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: 2018 Municipal Dues

Action Requested: Adopt a 2018 Municipal Dues assessment rate of \$1.13 per capital, a 3% increase.

Justification

CVRPC has two flexible sources of funds: municipal assessments and regional planning funds provided from the State of Vermont. These sources are discussed in more detail under Background.

When viewed together, CVRPC's flexible funds decreased by \$264 (.08%) over the past 10 years. This coincided with higher match requirements on both state and federal dollars.

Year	Municipal Amount	State Award	Combined Value	Change	Percent Change
FY 2008	\$60,112	\$279,183	\$339,295	\$12,722	3.9%
FY 2009	\$61,929	\$245,386	\$307,315	(\$31,981)	-9.4%
FY 2010	\$61,929	\$244,618	\$306,547	(\$768)	-0.2%
FY 2011	\$68,447	\$231,933	\$300,380	(\$6,167)	-2.0%
FY 2012	\$68,447	\$233,409	\$301,856	\$1,476	0.5%
FY 2013	\$68,286	\$232,196	\$300,482	(\$1,374)	-0.5%
FY 2014	\$68,286	\$256,580	\$324,866	\$24,384	8.1%
FY 2015	\$71,537	\$271,814	\$343,351	\$18,485	5.7%
FY 2016	\$71,537	\$272,253	\$343,790	\$439	0.1%
FY 2017	\$71,537	\$269,459	\$340,996	(\$2,794)	-0.8%
FY 2018	\$71,537	\$267,494	\$339,031	(\$1,965)	-0.6%

Staff recommends increasing the assessment. To attain consistency in approach for future years, staff also recommends the Commission consider developing a policy to guide its decisions in future years and allow municipalities to anticipate and plan for future budget requests.

Background

Municipal Assessments

Of the two sources of flexible funds, the municipal assessment funds are the most flexible. They are provided to the RPC with the trust that they will be used wisely for local and regional planning and implementation programs. Once received by the municipalities, these funds are controlled and managed by the CVRPC. They are used to match other grants sources, make up shortfalls or reductions in grants and contracts, and help support ongoing operations and maintenance of a professional staff. State officials and legislators look to municipal assessments (both the rate and the overall participation) as one indicator of the success of a regional planning commission.

Level funding municipal assessments has led to the municipal assessment becoming less and less effective as a source of funds, in terms of buying power and as a portion of the CVRPC budget. CVRPC must ensure that municipal assessments continue to be an integral part of the CVRPC budget, that the buying power of this resource is not diminished over time, and that the funds continue to keep pace with the increasing state and federal interest in higher percentages of local match.

Setting the Assessment Rate

The CVRPC bylaws require that the municipal assessment rate be set each year by November 15; the Executive Committee acts on behalf of the Commission as part of the budgeting process. As demonstrated in the table below, the Commission has worked to keep rates level, as the goodwill of maintaining a level request was more valuable than the amount of money each increase would bring to CVRPC. For the past 10 years, rate changes reacted to major changes in regional planning funds, although they did not fill gaps from regional planning fund reductions.

Municipal Assessment History

Year	Per Capita Rate	Amount Raised	Dollar Change	Percent Change	Notes
FY 2008	0.95	\$60,112			
FY 2009	0.95	\$61,929	\$1,817	3.0%	Used 2005 population estimates
FY 2010	0.95	\$61,929	\$0	0.0%	
FY 2011	1.05	\$68,447	\$6,518	10.5%	
FY 2012	1.05	\$68,447	0	0.0%	
FY 2013	1.05	\$68,286	(\$161)	-0.2%	Used new Census population
FY 2014	1.05	\$68,286	\$0	0.0%	
FY 2015	1.10	\$71,537	\$3,251	4.8%	
FY 2016	1.10	\$71,537	\$0	0.0%	
FY 2017	1.10	\$71,537	\$0	0.0%	

Regional Planning Funds

The regional planning funds provided by the State of Vermont are set in statute as a percentage of the property transfer tax. This formula amount is regularly reduced by the legislature when passing the yearly State budget. The overall amount provided to regional planning is further distributed to the RPCs based on a funding rule that allocates dollars based on population, number of municipalities, and portion of the overall state property transfer tax. Expenditure of these dollars is somewhat flexible, but

increased scrutiny and accountability has led to tighter restrictions and more detailed guidance on how these funds can be spent. Therefore these funds are not as flexible as municipal assessment dollars. These pass through grant dollars are managed by the Agency of Commerce and Community Development's Department of Housing and Community Development through a yearly contract.

Year	Award	Dollar Change	Percent Change	Notes
FY 2008	\$279,183	\$12,722	4.8%	
FY 2009	\$245,386	(\$33,797)	-12.1%	Legislative retraction
FY 2010	\$244,618	(\$768)	-0.3%	
FY 2011	\$231,933	(\$12,685)	-5.2%	
FY 2012	\$233,409	\$1,476	0.6%	
FY 2013	\$232,196	(\$1,213)	-0.5%	
FY 2014	\$256,580	\$24,384	10.5%	Legislative restoration
FY 2015	\$271,814	\$15,234	5.9%	
FY 2016	\$272,253	\$439	0.2%	Change based on formula results
FY 2017	\$269,459	(\$2,794)	-1.0%	Change based on formula results
FY 2018	\$267,494	(\$1,965)	-0.7%	Change based on formula results

Vermont RPC Municipal Dues Rates and Structures

*FY17 = 5% & FY18 = 4%

As of 12/01/16

RPC	Population (2010 Census)	Amount Raised by Dues	Number of Municipalities	Dues as Percentage of Total Revenues	Calculation Method	Per Capita Equivalent
Addison	36,821	41,023	21	5%	\$1.23 per capita, minus group quarters	\$1.11
Bennington	37,701	60,654	17	7%	Population <500=\$1,750; Population 500-2000=base plus \$1 per 500 persons; Population >2000=\$4350 plus \$.75 per 2000 persons ^ (% adjustment each year until formula reset based on new population)	\$1.61
Central	65,034	71,537	23	9%*	\$1.10 per capita	\$1.10
Chittenden	156,545	244,770	19	7%	% of EEGL, each municipality is assessed based on their percentage of the County Equalized Education Grant List value (assessed property values)	\$1.56
Lamoille	24,475	20,000	10	3%	Amount to be raised set by Board. Municipal share pro-rated 50/50 based on most recent Census population and EEGL value	\$0.82
Northeast Kingdom	62,438	46,828	50	4%	\$0.75 per capita - minimum dues of \$500 and maximum of \$3,500	\$0.75
Northwest	54,715	55,619	22	4%	\$1.02 per capital (\$1.047 for FY18); policy for increases tied to COLA	\$1.02
Rutland	61,642	24,050	26	2%	\$925 per year per municipality	\$0.39
Southern Windsor	24,711	30,889	10	4%	\$1.25 per capita	\$1.25
Two Rivers	55,996	76,712	30	7%	\$1.37 per capita (\$1.47 for FY18)	\$1.37
Windham	45,883	103,489	27	5%	\$2.25 per capita; minimum \$250	\$2.26



Proposed Change in Assessment by Municipality

Town	2010 Census	FY 15-18 Dues at \$1.10	FY 19 Dues at \$1.13	% Change	\$ Change
Barre City	9,052	\$ 9,957.20	\$ 10,228.76	2.7%	\$ 271.56
Barre Town	7,924	\$ 8,716.40	\$ 8,954.12	2.7%	\$ 237.72
Berlin	2,887	\$ 3,175.70	\$ 3,262.31	2.7%	\$ 86.61
Cabot	1,433	\$ 1,576.30	\$ 1,619.29	2.7%	\$ 42.99
Calais	1,607	\$ 1,767.70	\$ 1,815.91	2.7%	\$ 48.21
Duxbury	1,337	\$ 1,470.70	\$ 1,510.81	2.7%	\$ 40.11
East Montpelier	2,576	\$ 2,833.60	\$ 2,910.88	2.7%	\$ 77.28
Fayston	1,353	\$ 1,488.30	\$ 1,528.89	2.7%	\$ 40.59
Marshfield	1,588	\$ 1,746.80	\$ 1,794.44	2.7%	\$ 47.64
Middlesex	1,731	\$ 1,904.10	\$ 1,956.03	2.7%	\$ 51.93
Montpelier	7,855	\$ 8,640.50	\$ 8,876.15	2.7%	\$ 235.65
Moretown	1,658	\$ 1,823.80	\$ 1,873.54	2.7%	\$ 49.74
Northfield	6,207	\$ 6,827.70	\$ 7,013.91	2.7%	\$ 186.21
Plainfield	1,243	\$ 1,367.30	\$ 1,404.59	2.7%	\$ 37.29
Roxbury	691	\$ 760.10	\$ 780.83	2.7%	\$ 20.73
Waitsfield	1,719	\$ 1,890.90	\$ 1,942.47	2.7%	\$ 51.57
Warren	1,705	\$ 1,875.50	\$ 1,926.65	2.7%	\$ 51.15
Waterbury	5,064	\$ 5,570.40	\$ 5,722.32	2.7%	\$ 151.92
Woodbury	906	\$ 996.60	\$ 1,023.78	2.7%	\$ 27.18
Worcester	998	\$ 1,097.80	\$ 1,127.74	2.7%	\$ 29.94
Washington	1,039	\$ 1,142.90	\$ 1,174.07	2.7%	\$ 31.17
Orange	1,072	\$ 1,179.20	\$ 1,211.36	2.7%	\$ 32.16
Williamstown	3,389	\$ 3,727.90	\$ 3,829.57	2.7%	\$ 101.67
Region	65,034	\$ 71,537.40	\$ 73,488.42	2.7%	\$ 1,951.02



November 7, 2017

Selectboard/City Council

Address

Town, VT ZIP

Re: FY 2019 Municipal Dues Assessments

The FY 2019 dues assessment for your community's membership and participation in CVRPC services covers the period July 1, 2018 through June 30, 2019. **The dues assessment will be \$_____.** This number is based on the 2010 Census figure for your community and a per capita rate of \$1.____. We hope you will include this figure in your annual budget.

The Central Vermont Regional Planning Commission (CVRPC) instituted a per capita assessment rate increase of _____ cents for its FY2019. The rate increase reflects the downward trend in CVRPC's flexible funds over the past 10 years. Flexible funds are used to maintain continuity of operations and to leverage grants that increase municipal services. This year, leveraged planning funds will increase services for municipal plan and zoning updates, transportation field work and studies, brownfield assessments, emergency management services, hazard mitigation plan updates, grant writing, and assistance to meet clean water requirements.

CVRPC has two flexible sources of funds: municipal assessments and regional planning funds provided from the State of Vermont. These sources are discussed in more detail under Background. When viewed together, CVRPC's flexible funds have decreased over the past 10 years. During that same period, CVRPC increased dues by 19% while inflation increased by 26% and CVRPC's regional planning funds decreased by 4%. This coincided with higher match requirements on state and federal dollars.

For FY2018, the combined municipal investment of \$71,537 leveraged \$1.5 million in additional services from CVRPC. Through this increase, CVRPC seeks to ensure that municipal assessments continue to be an integral part of the CVRPC budget, that the buying power of this resource is not diminished over time, and that the funds keep pace with the increasing state and federal interest in higher percentages of local match.

CVRPC appreciates your municipality's assessment contribution. We look forward to serving you this year.

Sincerely,

Bonnie Waninger
Executive Director

cc: Town Administrators/Manager

MUNICIPAL DUES ASSESSMENTS BACKGROUND

CVRPC has two flexible sources of funds: municipal assessments and regional planning funds provided from the State of Vermont.

Municipal Assessments

Of these two sources, the municipal assessment funds are the most flexible. They are provided to the RPC with the trust that they will be used wisely for local and regional planning and implementation programs. Once received from the municipalities, these funds are controlled and managed by the CVRPC. They are used to match other grants sources, make up shortfalls or reductions in grants and contracts, and help to support our ongoing operations and professional staff. State officials and legislators look to municipal assessments (both the rate and the overall participation) as one indicator of the success of a regional planning commission.

Regional Planning Funds

Regional planning funds provided by the State of Vermont are set in statute as a percentage of the property transfer tax. This 'formula' amount is reduced regularly by the legislature when passing the yearly State budget. The overall amount provided to regional planning is distributed to the RPCs based on a funding rule that allocates dollars based on population, number of municipalities, and portion of the overall state property transfer tax. Expenditure of these dollars is somewhat flexible, but increased scrutiny and accountability has led to tighter restrictions and more detailed guidance on how these funds can be spent. Therefore these funds are not as flexible as municipal assessment dollars. These pass through grant dollars are managed by the Agency of Commerce and Community Development, Department of Housing and Community Development through a yearly contract.



MEMO

Date: October 25, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: CY2018 Health Insurance

I am requesting Executive Committee approval to maintain CVRPC's approach to its health care benefit for CY2018. The current health care benefit is:

- Blue Cross Blue Shield of Vermont (BCBSVT) as a health insurance provider.
- Employee choice of available plans.
- Employer contribution of 100% of the cost of a Silver Consumer Directed Health Plan (a High Deductible Health Plan or HDHP) for employees and family members.
- 50% payment in lieu of benefit for employees who opt out of CVRPC coverage and provide proof of coverage from another provider.

Health Insurance Premium Cost Change
BCBSVT health insurance rates will increase 10.8% for CY 2018. The change in cost to maintain the existing benefit for CY2018 will be \$9,468 based on existing staff makeup. CVRPC's adopted budget included a 12.7% increase for health insurance, so a budget adjustment is not required.

Coverage	CY2017 Mo. Rate	CY2018 Mo. Rate	CY17-CY18 Difference	% Change
Single	\$515.81	\$571.48	\$55.67	10.8%
Parent + Child	\$995.51	\$1,102.96	\$107.45	10.8%
Double	\$1,031.62	\$1,142.96	\$111.34	10.8%
Family	\$1,449.43	\$1,605.89	\$156.46	10.8%
Medicare	\$165.29	\$165.29	\$0.00 ¹	0%
Yearly Total²	\$89,692	\$99,159	\$9,468	10.6%

¹Increase currently unknown. Cost is negligible compared to remainder. Any increase remains within the adopted budget.

²Based on current employee makeup.

Peer Competitiveness

In past discussions about CVRPC's benefits, the Executive Committee asked how CVRPC ranks among its peers for health insurance benefit. In summary,

- CVRPC is slightly above average based on its premium contribution of 100% Silver HDHP.
- When total employer contribution is taken into account, CVRPC's peer ranking is:
 - slightly below average because of plan choice and lack of deductible contribution, and
 - well below average for employee maximum out of pocket exposure (premium contribution plus maximum out of pocket expense).

RPCs take three approaches to health insurance (with a 60/40 split among RPCs).

Pay Now Approach

RPCs using this approach base the employer contribution on a higher level plan which provides high coverage when expenses occur. They require some level of employee contribution toward the premium. The higher tier plan provides employees with a lower out of pocket exposure annually and for catastrophic events. RPCs using this approach expressed a desire to insure employees are focused on recovery rather than finance should a health-related event occur and/or they want employees vested in the cost of health care. RPCs using this approach are split 50/50 on cost underwriting through higher premium contributions or using deductible contributions.

Pay as Used Approach

RPCs using this approach base the employer contribution on a lower tier plan or contribute an amount towards the premium and provide a contribution towards the deductible. Employees have lower exposure for premiums and a higher exposure for deductibles and maximum out of pocket expenses. RPCs using this approach have expressed a desire to maintain a higher level of weekly take home pay so employees can save toward health care expenses.

CVRPC's approach is Pay as Used. Using Health Saving Account (HSA) contributions as a measure of investment or use, three of four eligible employees use payroll deductions for HSA contributions.

Staff have expressed appreciation for CVRPC's premium contribution. In CY2017, two of eight employees chose to "buy up" to a higher policy, suggesting that employees:

- may be satisfied with the level of coverage provided and out of pocket expense exposure,
- are not experiencing health care expenses beyond their household income coverage, and/or
- have household incomes that do not allow for insurance plan buy ups.

Looking to the Future

On several occasions, the Committee has questioned whether CVRPC should consider modifying its approach to health insurance to include an employee premium cost share. The intent was to "bend the curve" on future health care cost increases.

Options

Staff examined options for a cost share model and for transition planning when developing the CY2018 recommendation. Based on peer approaches, options examined included:

- 1) premium share of 15%,
- 2) premium share with year 1 equivalent offset contribution to salary or Health Savings Account,
- 3) premium share, offset contribution, and coverage modification to 100% employee and 50% family,
- 4) premium share, offset contribution, and increase to platinum level health care plan, and
- 5) premium share, offset contribution, and additional Health Savings Account contribution to increase peer competitiveness.

Effect of Options

Option	Effect
1	Increases employee cost; reduces CVRPC's peer competitiveness
2	Budget neutral approach for CVRPC. Employees with limited health care expenses would likely perceive an HSA contribution as loss of benefit due to take-home pay reduction. Some employees with less than family benefit may perceive a salary offset as less fair because salary is associated with performance. ¹
3	Increases the employee cost in ways that would reduce CVRPC's peer competitiveness.
4	Increases the employee cost in ways that would reduce CVRPC's peer competitiveness.
5	Budget increase effect for CVRPC. Increases benefit for employees. Employees with limited health care expenses may perceive an HSA contribution as loss of benefit due to take-home pay reduction. Some employees with less than family benefit may perceive a salary offset as less fair because salary is associated with performance. ¹

¹A deductible contribution through a Health Savings Account (HSA) offers employees coverage for current health care expenses and/or a saving avenue for future health care expenses. However, an HSA contribution cannot be used by employees to cover the premium cost share. A permanent salary offset offers a more comparable benefit because the compensation package by employee remains equivalent.

Recommendation

Should CVRPC choose to implement a cost share model for its health care benefit in the future, staff recommends:

- providing employees with 6-12 months advance notice to facilitate the benefit transition, and
- implementing Option 5 with a 15% premium share, an equivalent value offset contribution, and an additional Health Savings Account contribution to increase peer competitiveness.

The modification would “bend the curve” on future health care cost increases for CVRPC, while maintaining CVRPC's peer competitiveness. The HSA contribution offsets the change in employer contribution. The deductible contribution offers employees a savings avenue for current or future health care expenses. In subsequent years, premium increases would be absorbed 85%:15% by CVRPC and employees.



BOARD OF COMMISSIONERS

November 14, 2017 at 7:00 pm

Central VT Chamber of Commerce, Paine Turnpike South, Berlin

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

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

AGENDA

<u>Page</u>	<u>Time</u> ¹	<u>Description</u>
	7:00	Adjustments to the Agenda
		Public Comments
	7:05	Green Mountain Transit Next Generation Transit Plan (enclosed), Presentation and input on Central Vermont service improvements.
	7:35	State Hazard Mitigation Plan (enclosed) Small working groups to provide input into the Plan's development.
	8:05	Best Practices for Local Energy Planning (enclosed), <i>Eric Vorwald</i> Results of local energy planning as a prelude to a second round of assistance.
	8:20	FY2018 Work Plan and Budget , <i>Bonnie Waninger</i> (enclosed) Presentation of CVRPC's FY2018 activities and funding.
	8:30	Meeting Minutes – October 10, 2017 (enclosed) ²
	8:35	Staff Reports (enclosed)
	8:40	Executive Director's Report (enclosed)
	8:50	Committee Reports (enclosed)
	9:00	Adjournment

¹ Times are approximate unless otherwise advertised.

² Anticipated action item.