



EXECUTIVE COMMITTEE

October 1, 2018

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

Page **AGENDA**

- 4:00¹ Adjustments to the Agenda**
Public Comment
- 2 **4:05 Financial Report** (enclosed)²
- 18 **4:15 Contract/Agreement Authorization** (enclosed)²
- 23 a) VT Agency of Transportation – FFY18 Transportation Planning Initiative Amendment
- 27 b) VT Department of Public Safety – Emergency Management Performance Grant (EMPG)
 2018 Advance Notice to Proceed
- 29 c) VT Department of Public Safety – EMPG 2018
- 50 d) VT Department of Environmental Conservation – Municipal Class IV Road Erosion
 Remediation and Demonstration Project Amendment
- 58 **4:25 Dependent Care Reimbursement Account** (enclosed)²
 Authorize a Dependent Care Reimbursement Accounts (DCRA) benefit for employees.
- 61 **4:35 Line of Credit Resolution²** (to be provided at meeting)
 Adopt resolution to open a Line of Credit at Community National Bank
- 63 **4:45 Municipal Dues** (enclosed)²
 Adopt municipal dues assessment rate for FY2020.
- 69 **5:00 Policies & Procedures** (enclosed)²
- a) Code of Conduct and Conflict of Interest – Recommend revisions
- 75 **5:15 Strategic Plan FY19 Action Progress Review** (enclosed)
 Quarterly review of progress.
- 79 **5:30 Emerging Issues Update** (enclosed)
 Opportunity for questions.
- 5:40 Consent Items** (enclosed)²
- 81 a) Meeting Minutes – July 2, July 10, July 16, September 4 and September 11, 2018
- 92 b) Executive Director Report
- 93 **5:45 Commission Meeting Agenda** (enclosed)²
- 6:00 Adjourn**

Next Meeting: Monday, November 5, 2018

¹ All times are approximate unless otherwise advertised

² Anticipated action item



MEMO

Date: September 26, 2018
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Financial Reports

Both July and August financials are provided for the Committee's review. The following are highlights of on the overall financial position:

Balance Sheet

- Assets – Payments on End of Year receivables are arriving, and cash bounced back in August.
- Payables – CVRPC is maintaining a low payables balance with cash arriving.
- Deferred Income - ACCD expenses are running behind for the first quarter due to the staff vacancy.
- Net income of \$94,111.52 consists of \$26,950.48 of designated income for the High Meadows grant and \$50,045.07 of undesignated funds.

Financial Position

- Overall, CVRPC is on track to meet its budgeted financial position for fiscal year 2019.

Looking Forward

- Cash will begin to decline as expenses for product based projects and the High Meadows projects are paid using deferred income and designated funds. The ERP Northfield stormwater project is not expected to move forward this year which will assist with cash flow. The bulk of CVRPC contractor expenses for the fiscal will be incurred between October and February.
- The extended vacancy in the land use position will affect progress on use of ACCD funds. Staff will monitor this. Our goal is to fully utilize the funds this year.
- The Brownfields grant will close in September. Nearly all funds have been obligated.

10:04 PM

Central Vermont Regional Planning Commission

09/29/18

Balance Sheet

Accrual Basis

As of July 31, 2018

	Jul 31, 18
ASSETS	
Current Assets	
Checking/Savings	
Checking	68,579.47
Northfield Savings - Reserve	61,283.66
Peoples - CDBG Disaster Recover	0.42
Total Checking/Savings	129,863.55
Accounts Receivable	
Accounts Receivable	372,813.28
Total Accounts Receivable	372,813.28
Other Current Assets	
Prepaid Payroll	1,846.00
Total Other Current Assets	1,846.00
Total Current Assets	504,522.83
Fixed Assets	
Equipment	39,785.25
Equipment - Accum. Depreciation	-26,067.00
Total Fixed Assets	13,718.25
Other Assets	
Deposits	4,415.00
Prepaid Expenses	196.20
Total Other Assets	4,611.20
TOTAL ASSETS	522,852.28
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
*Accounts Payable	64,702.23
Total Accounts Payable	64,702.23
Credit Cards	
Staples Credit Plan	49.28
Total Credit Cards	49.28
Other Current Liabilities	
Accrued Compensatory Time	1,224.97
Accrued Vacation	24,106.85
Deferred Income	
ACCD	54,915.98
Product Based Projects	
ERP - Mad Kingsbury Stormwater	53,005.56
ERP - Northfield Water St.	31,811.75
Total Product Based Projects	84,817.31
Total Deferred Income	139,733.29
HSA deductible withholding	825.00
Pension Liability	1,508.29
Total Other Current Liabilities	167,398.40
Total Current Liabilities	232,149.91
Total Liabilities	232,149.91
Equity	
Invested in Fixed Assets	13,718.25

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Balance Sheet

Accrual Basis

As of July 31, 2018

	Jul 31, 18
Unrestricted Net Position	
Designated for High Meadows	26,950.48
Unrestricted Net Position - Other	54,045.07
Total Unrestricted Net Position	80,995.55
3900 - Retained Earnings	95,874.24
Net Income	100,114.33
Total Equity	290,702.37
TOTAL LIABILITIES & EQUITY	522,852.28

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Central Vermont Regional Planning Commission

A/R Aging Summary

As of July 31, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
ACCD						
ACCD FY19	0.00	64,889.00	0.00	0.00	0.00	64,889.00
Total ACCD	0.00	64,889.00	0.00	0.00	0.00	64,889.00
ACCD - FY18						
Core	4,272.21	0.00	0.00	0.00	0.00	4,272.21
Municipal Planning	3,531.56	0.00	0.00	0.00	0.00	3,531.56
Parcel Map	0.00	0.00	2,091.00	0.00	0.00	2,091.00
Reg Planning/250 Sec 248	6,227.06	0.00	1,434.79	0.00	0.00	7,661.85
Total ACCD - FY18	14,030.83	0.00	3,525.79	0.00	0.00	17,556.62
Barre City	0.00	10,228.76	0.00	0.00	0.00	10,228.76
Barre Town	0.00	8,954.12	0.00	0.00	0.00	8,954.12
Berlin	0.00	3,262.31	0.00	0.00	0.00	3,262.31
Bonacorsi Dominic	0.00	3,086.00	0.00	0.00	0.00	3,086.00
Cabot	0.00	1,619.29	0.00	0.00	0.00	1,619.29
Calais						
Better Back Roads Calais FY17						
Calais Better Back Roads FY18	36.06	0.00	0.00	0.00	0.00	36.06
Total Better Back Roads Calais FY17	36.06	0.00	0.00	0.00	0.00	36.06
Calais - Other	0.00	1,815.91	0.00	0.00	0.00	1,815.91
Total Calais	36.06	1,815.91	0.00	0.00	0.00	1,851.97
Clean Water Act CCRPC						
Clean Water						
Basin Plan						
Project Implementation 3F.	166.23	0.00	53.44	1,101.16	463.77	1,784.60
Basin Plan - Other	2,959.85	0.00	935.07	1,863.19	687.05	6,445.16
Total Basin Plan	3,126.08	0.00	988.51	2,964.35	1,150.82	8,229.76
Education	382.20	0.00	1,161.85	937.44	788.65	3,270.14
Municipal Planning	1,093.98	0.00	396.28	860.41	156.04	2,506.71
Oversight	62.33	0.00	160.29	284.97	137.41	645.00
Total Clean Water	4,664.59	0.00	2,706.93	5,047.17	2,232.92	14,651.61
Total Clean Water Act CCRPC	4,664.59	0.00	2,706.93	5,047.17	2,232.92	14,651.61
CTAA						
Inclusive Coordinated Transportation Part	382.76	0.00	0.00	0.00	0.00	382.76
Total CTAA	382.76	0.00	0.00	0.00	0.00	382.76
DEMHS DPS MOU	0.00	0.00	0.00	0.00	1,621.46	1,621.46
Department of Environmental Conservation						
Class 4 Road Remediation	0.00	2,917.86	36,367.86	0.00	4,730.03	44,015.75
Mad River Corridor Plan	0.00	0.00	0.00	0.00	9,789.00	9,789.00
Total Department of Environmental Conservation	0.00	2,917.86	36,367.86	0.00	14,519.03	53,804.75
Duxbury	0.00	1,510.81	0.00	0.00	0.00	1,510.81
East Montpelier						
East Montpelier Better Back Roads	1,109.17	0.00	1,758.10	0.00	422.30	3,289.57
East Montpelier - Other	0.00	2,910.88	0.00	0.00	0.00	2,910.88
Total East Montpelier	1,109.17	2,910.88	1,758.10	0.00	422.30	6,200.45
EMPGFY18						
EMPG FY 18 Response	162.27	0.00	430.26	288.73	0.00	881.26
EMPG FY18 Mitigation/Preparedness	714.05	0.00	1,286.97	4,766.10	0.00	6,767.12
Total EMPGFY18	876.32	0.00	1,717.23	5,054.83	0.00	7,648.38
EPA Brownfields						
Site Assessment Hazardous	972.88	0.00	1,576.90	0.00	0.00	2,549.78
Site Assessment Petro	5,003.70	0.00	10,192.10	0.00	0.00	15,195.80
Total EPA Brownfields	5,976.58	0.00	11,769.00	0.00	0.00	17,745.58
Fayston						
Fayston Better Back Roads	512.99	0.00	2,931.61	0.00	0.00	3,444.60
Fayston - Other	0.00	1,528.89	0.00	0.00	0.00	1,528.89
Total Fayston	512.99	1,528.89	2,931.61	0.00	0.00	4,973.49
Forest Parks and Recreation						
Forest Integrity	80.67	0.00	5,783.35	0.00	4,394.32	10,258.34

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A/R Aging Summary

As of July 31, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Total Forest Parks and Recreation	80.67	0.00	5,783.35	0.00	4,394.32	10,258.34
HMGP MEGA	0.00	0.00	32.70	478.78	104.65	616.13
HMPG Admin	0.00	0.00	0.00	0.00	78.45	78.45
LEPC SERC	378.62	0.00	0.00	0.00	0.00	378.62
Marshfield	0.00	1,794.44	0.00	0.00	0.00	1,794.44
Middlesex	0.00	1,956.03	0.00	0.00	0.00	1,956.03
Montpelier	0.00	8,876.15	0.00	0.00	0.00	8,876.15
Moretown	0.00	1,873.54	0.00	0.00	0.00	1,873.54
Northfield						
Northfield Better Back Roads FY18	961.68	0.00	0.00	0.00	0.00	961.68
Northfield - Other	0.00	7,013.91	0.00	0.00	0.00	7,013.91
Total Northfield	961.68	7,013.91	0.00	0.00	0.00	7,975.59
Northwest Regional Comm'n						
Local Energy Year 2	0.00	0.00	15,200.00	0.00	0.00	15,200.00
Municipal Grant In Aid FY17	1,595.69	0.00	2,850.06	0.00	0.00	4,445.75
Total Northwest Regional Comm'n	1,595.69	0.00	18,050.06	0.00	0.00	19,645.75
Orange						
Orange Better Back Roads FY18	31.33	0.00	0.00	0.00	0.00	31.33
Orange - Other	0.00	1,211.36	0.00	0.00	0.00	1,211.36
Total Orange	31.33	1,211.36	0.00	0.00	0.00	1,242.69
Plainfield	0.00	1,404.59	0.00	0.00	0.00	1,404.59
Roxbury	0.00	780.83	0.00	0.00	0.00	780.83
Southern Windsor Regional Comm'n						
CW Block Grant						
Berlin Stown Office Stormwater	0.00	0.00	195.92	0.00	0.00	195.92
CW Block Grant - Other	0.00	0.00	516.51	2,279.87	0.00	2,796.38
Total CW Block Grant	0.00	0.00	712.43	2,279.87	0.00	2,992.30
Total Southern Windsor Regional Comm'n	0.00	0.00	712.43	2,279.87	0.00	2,992.30
Two Rivers Ottauquechee Comm'n						
TROC 604b	0.00	0.00	0.00	950.88	0.00	950.88
Total Two Rivers Ottauquechee Comm'n	0.00	0.00	0.00	950.88	0.00	950.88
VTrans						
Better Back Roads						
Montpelier	0.00	0.00	0.00	0.00	4,950.16	4,950.16
Roxbury FY17	0.00	0.00	656.67	0.00	4,122.82	4,779.49
Warren FY17	336.99	0.00	16.09	0.00	5,788.33	6,141.41
Total Better Back Roads	336.99	0.00	672.76	0.00	14,861.31	15,871.06
TPI						
TPI Admin	2,253.10	0.00	3,570.78	0.00	0.00	5,823.88
TPI Project Develop	2,526.61	0.00	1,102.75	0.00	0.00	3,629.36
TPI Coordination	1,660.68	0.00	1,046.02	0.00	0.00	2,706.70
TPI Long Range	1,532.64	0.00	2,687.95	0.00	0.00	4,220.59
TPI Other	149.77	0.00	114.55	0.00	0.00	264.32
TPI SRP	21,485.97	0.00	9,611.71	0.00	0.00	31,097.68
Total TPI	29,608.77	0.00	18,133.76	0.00	0.00	47,742.53
Total VTrans	29,945.76	0.00	18,806.52	0.00	14,861.31	63,613.59
Waitsfield	0.00	1,942.47	0.00	0.00	0.00	1,942.47
Warren	0.00	1,926.65	0.00	0.00	0.00	1,926.65
Washington	0.00	1,174.07	0.00	0.00	0.00	1,174.07
Waterbury	0.00	5,722.32	0.00	0.00	0.00	5,722.32
Williamstown						
Williamstown Better Back Roads FY18	39.17	0.00	0.00	0.00	0.00	39.17
Williamstown - Other	0.00	3,829.57	0.00	0.00	0.00	3,829.57
Total Williamstown	39.17	3,829.57	0.00	0.00	0.00	3,868.74
Woodbury						
Woodbury Better Back Roads	109.68	0.00	5,470.94	0.00	4,023.77	9,604.39
Total Woodbury	109.68	0.00	5,470.94	0.00	4,023.77	9,604.39
Worcester						
Worcester Better Back Roads FY 18	3,021.62	0.00	0.00	0.00	0.00	3,021.62
Worcester - Other	0.00	1,127.74	0.00	0.00	0.00	1,127.74

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A/R Aging Summary

As of July 31, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Total Worcester	3,021.62	1,127.74	0.00	0.00	0.00	4,149.36
TOTAL	63,753.52	143,357.50	109,632.52	13,811.53	42,258.21	372,813.28

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Accrual Basis

Central Vermont Regional Planning Commission
Revenues & Expenses Budget vs. Actual
July 2018

	Jul 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
ACCD	26,094.85	289,338.00	-263,243.15	9.0%
Community Development				
Brownfields Grant	5,976.58	78,064.00	-72,087.42	7.7%
Local Energy Planning	0.00	15,350.00	-15,350.00	0.0%
Total Community Development	5,976.58	93,414.00	-87,437.42	6.4%
Fee for Services				
Cross VT Trail	0.00	1,200.00	-1,200.00	0.0%
GIS Project	0.00	1,100.00	-1,100.00	0.0%
WBRD Admn	0.00	5,000.00	-5,000.00	0.0%
Total Fee for Services	0.00	7,300.00	-7,300.00	0.0%
Municipal Contracts				
Better Back Roads	5,859.15	14,935.00	-9,075.85	39.2%
Total Municipal Contracts	5,859.15	14,935.00	-9,075.85	39.2%
Natural Resources				
604B	0.00	2,685.00	-2,685.00	0.0%
ERP Northfield	1,121.59	159,485.00	-158,363.41	0.7%
Forest Integrity	80.67	12,240.00	-12,159.33	0.7%
Mad-Kingsbury Stormwater M. Pla	0.00	84,115.00	-84,115.00	0.0%
SWCRPC Clean Water Block Grant	0.00	122,547.00	-122,547.00	0.0%
Water Quality	4,664.59	32,884.00	-28,219.41	14.2%
Total Natural Resources	5,866.85	413,956.00	-408,089.15	1.4%
Other Income				
Interest Income	0.00	10.00	-10.00	0.0%
Miscellaneous Income	3,086.00			
Total Other Income	3,086.00	10.00	3,076.00	30,860.0%
Public Safety				
EMPG	876.32	42,733.00	-41,856.68	2.1%
LEPC SERC	378.62	13,956.00	-13,577.38	2.7%
VEM Emergency Operation MOU	0.00	2,000.00	-2,000.00	0.0%
Total Public Safety	1,254.94	58,689.00	-57,434.06	2.1%
Town Dues				
Town Dues	73,488.42	73,488.00	0.42	100.0%
Total Town Dues	73,488.42	73,488.00	0.42	100.0%
Transportation				
CTAA Grant	382.76	26,199.00	-25,816.24	1.5%
DEC Class IV Road Demonstration	2,917.86	96,648.00	-93,730.14	3.0%
Grants in Aid	1,595.69	33,015.00	-31,419.31	4.8%
TPI	29,608.77	214,490.00	-184,881.23	13.8%
VTrans Better Back Road	299.54			
Total Transportation	34,804.62	370,352.00	-335,547.38	9.4%
Total Income	156,431.41	1,321,482.00	-1,165,050.59	11.8%
Gross Profit	156,431.41	1,321,482.00	-1,165,050.59	11.8%
Expense				
Advertising	0.00	4,057.00	-4,057.00	0.0%
Cleaning	0.00	2,080.00	-2,080.00	0.0%
Consultants	12,242.97	537,433.00	-525,190.03	2.3%
Copy				
Copier extra copies	72.28	1,900.00	-1,827.72	3.8%
Copier Lease Payments	198.11	2,784.00	-2,585.89	7.1%

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Accrual Basis

Central Vermont Regional Planning Commission

Revenues & Expenses Budget vs. Actual

July 2018

	Jul 18	Budget	\$ Over Budget	% of Budget
Total Copy	270.39	4,684.00	-4,413.61	5.8%
Depreciation expense	0.00	7,000.00	-7,000.00	0.0%
Dues/Pubs/Sponsorships				
Government Relations	863.64	5,500.00	-4,636.36	15.7%
Dues/Pubs/Sponsorships - Other	2,487.36	3,329.00	-841.64	74.7%
Total Dues/Pubs/Sponsorships	3,351.00	8,829.00	-5,478.00	38.0%
Equipment - Repairs and Mainten	0.00	600.00	-600.00	0.0%
Interest Expense	0.00	10.00	-10.00	0.0%
Liability Insurance	1,494.00	1,500.00	-6.00	99.6%
Meetings/Programs	187.50	10,323.00	-10,135.50	1.8%
Office Rent/Occupancy				
Rent/Utility Deposits	3,421.58	42,052.00	-38,630.42	8.1%
Total Office Rent/Occupancy	3,421.58	42,052.00	-38,630.42	8.1%
Other Expenses				
Fees				
Annual Fees - Line of Credit	0.00	150.00	-150.00	0.0%
Payroll Direct Deposit Fees	24.00	462.00	-438.00	5.2%
Total Fees	24.00	612.00	-588.00	3.9%
Gifts	21.21	100.00	-78.79	21.2%
Total Other Expenses	45.21	712.00	-666.79	6.3%
Postage	175.00	2,675.00	-2,500.00	6.5%
Professional Services				
Accounting	4,046.25	54,080.00	-50,033.75	7.5%
Audit	0.00	7,725.00	-7,725.00	0.0%
Benefits Administration	0.00	1,000.00	-1,000.00	0.0%
IT/Computer	35.00	5,530.00	-5,495.00	0.6%
Legal	63.00	3,700.00	-3,637.00	1.7%
Videography	175.00	1,925.00	-1,750.00	9.1%
Total Professional Services	4,319.25	73,960.00	-69,640.75	5.8%
Software/Licenses/IT	1,800.00	6,647.00	-4,847.00	27.1%
Subscriptions/Publications	0.00	452.00	-452.00	0.0%
Supplies - Billable	0.00	1,775.00	-1,775.00	0.0%
Supplies - Office				
GIS Supplies	0.00	1,200.00	-1,200.00	0.0%
Office Supplies	208.53	4,000.00	-3,791.47	5.2%
Total Supplies - Office	208.53	5,200.00	-4,991.47	4.0%
Telephone	507.40	6,212.00	-5,704.60	8.2%
Travel	984.67	16,244.00	-15,259.33	6.1%
Wages and Fringe Benefits				
Fringe Benefits				
CVRPC FICA	1,270.49	33,710.00	-32,439.51	3.8%
Health Insurance	7,397.37	109,625.00	-102,227.63	6.7%
Life Disability Insurance	304.38	5,892.00	-5,587.62	5.2%
Pension Plan	1,508.29	16,608.00	-15,099.71	9.1%
Unemployment Comp	0.00	1,510.00	-1,510.00	0.0%
Workmen's comp	0.00	1,546.00	-1,546.00	0.0%
Total Fringe Benefits	10,480.53	168,891.00	-158,410.47	6.2%
Personnel	16,829.05	449,700.00	-432,870.95	3.7%
Total Wages and Fringe Benefits	27,309.58	618,591.00	-591,281.42	4.4%
Total Expense	56,317.08	1,351,036.00	-1,294,718.92	4.2%
Net Ordinary Income	100,114.33	-29,554.00	129,668.33	-338.8%

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Executive Committee

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Accrual Basis

**Central Vermont Regional Planning Commission
Revenues & Expenses Budget vs. Actual
July 2018**

	<u>Jul 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Net Income	<u>100,114.33</u>	<u>-29,554.00</u>	<u>129,668.33</u>	<u>-338.8%</u>

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Central Vermont Regional Planning Commission

09/29/18

Balance Sheet

Accrual Basis

As of August 31, 2018

	Aug 31, 18
ASSETS	
Current Assets	
Checking/Savings	
Checking	131,109.18
Northfield Savings - Reserve	61,283.66
Total Checking/Savings	192,392.84
Accounts Receivable	
Accounts Receivable	229,975.69
Total Accounts Receivable	229,975.69
Other Current Assets	
Prepaid Payroll	1,846.00
Total Other Current Assets	1,846.00
Total Current Assets	424,214.53
Fixed Assets	
Equipment	39,785.25
Equipment - Accum. Depreciation	-26,067.00
Total Fixed Assets	13,718.25
Other Assets	
Deposits	4,415.00
Prepaid Expenses	196.20
Total Other Assets	4,611.20
TOTAL ASSETS	442,543.98
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
*Accounts Payable	17,204.14
Total Accounts Payable	17,204.14
Credit Cards	
Staples Credit Plan	49.28
Total Credit Cards	49.28
Other Current Liabilities	
Accrued Compensatory Time	1,224.97
Accrued Vacation	24,106.85
Deferred Income	
ACCD	33,476.16
Product Based Projects	
ERP - Mad Kingsbury Stormwater	50,662.05
ERP - Northfield Water St.	30,897.61
Total Product Based Projects	81,559.66
Total Deferred Income	115,035.82
Pension Liability	3,223.36
Total Other Current Liabilities	143,591.00
Total Current Liabilities	160,844.42
Total Liabilities	160,844.42
Equity	
Invested in Fixed Assets	13,718.25
Unrestricted Net Position	
Designated for High Meadows	26,950.48

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Central Vermont Regional Planning Commission

09/29/18

Balance Sheet

Accrual Basis

As of August 31, 2018

	Aug 31, 18
Unrestricted Net Position - Other	54,045.07
Total Unrestricted Net Position	80,995.55
3900 - Retained Earnings	95,874.24
Net Income	91,111.52
Total Equity	281,699.56
TOTAL LIABILITIES & EQUITY	442,543.98

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09/29/18

Central Vermont Regional Planning Commission

A/R Aging Summary

As of August 31, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
ACCD - FY18						
Core	0.00	0.00	4,272.21	0.00	0.00	4,272.21
Municipal Planning	0.00	0.00	3,531.56	0.00	0.00	3,531.56
Parcel Map	0.00	0.00	0.00	2,091.00	0.00	2,091.00
Reg Planning/250 Sec 248	0.00	0.00	6,227.06	1,434.79	0.00	7,661.85
Total ACCD - FY18	0.00	0.00	14,030.83	3,525.79	0.00	17,556.62
Barre Town	0.00	0.00	8,954.12	0.00	0.00	8,954.12
Calais						
Better Back Roads Calais FY17						
Calais Better Back Roads FY18	0.00	0.00	36.06	0.00	0.00	36.06
Total Better Back Roads Calais FY17	0.00	0.00	36.06	0.00	0.00	36.06
Calais - Other	0.00	0.00	1,815.91	0.00	0.00	1,815.91
Total Calais	0.00	0.00	1,851.97	0.00	0.00	1,851.97
Clean Water Act CCRPC						
Clean Water						
Basin Plan						
Project Implementation 3F.	768.82	0.00	166.23	53.44	1,564.93	2,553.42
Basin Plan - Other	3,928.64	0.00	2,959.85	935.07	2,550.24	10,373.80
Total Basin Plan	4,697.46	0.00	3,126.08	988.51	4,115.17	12,927.22
Education	124.68	0.00	382.20	1,161.85	1,726.09	3,394.82
Municipal Planning	1,272.75	0.00	1,093.98	396.28	1,016.45	3,779.46
Oversight	466.78	0.00	62.33	160.29	422.38	1,111.78
Total Clean Water	6,561.67	0.00	4,664.59	2,706.93	7,280.09	21,213.28
Total Clean Water Act CCRPC	6,561.67	0.00	4,664.59	2,706.93	7,280.09	21,213.28
CTAA						
Inclusive Coordinated Transportation Part	1,167.29	0.00	382.76	0.00	0.00	1,550.05
Total CTAA	1,167.29	0.00	382.76	0.00	0.00	1,550.05
DEMHS DPS MOU	0.00	0.00	0.00	0.00	1,621.46	1,621.46
Department of Environmental Conservation						
Class 4 Road Remediation	0.00	0.00	2,917.86	1,812.17	0.00	4,730.03
Mad River Corridor Plan	0.00	0.00	0.00	0.00	2,789.00	2,789.00
Total Department of Environmental Conservation	0.00	0.00	2,917.86	1,812.17	2,789.00	7,519.03
East Montpelier						
East Montpelier Better Back Roads	84.14	0.00	1,109.17	1,758.10	422.30	3,373.71
Total East Montpelier	84.14	0.00	1,109.17	1,758.10	422.30	3,373.71
EMPGFY18						
EMPG FY 18 Response	450.18	0.00	162.27	430.26	0.00	1,042.71
EMPG FY18 Mitigation/Preparedness	645.62	0.00	714.05	1,286.97	0.00	2,646.64
Total EMPGFY18	1,095.80	0.00	876.32	1,717.23	0.00	3,689.35
EPA Brownfields						
Site Assessment Hazardous	0.00	0.00	972.88	0.00	0.00	972.88
Site Assessment Petro	0.00	0.00	5,003.70	2,165.00	0.00	7,168.70
Total EPA Brownfields	0.00	0.00	5,976.58	2,165.00	0.00	8,141.58
Fayston						
Fayston Better Back Roads	512.99	0.00	0.00	2,931.61	0.00	3,444.60
Fayston - Other	0.00	0.00	1,528.89	0.00	0.00	1,528.89
Total Fayston	512.99	0.00	1,528.89	2,931.61	0.00	4,973.49
Forest Parks and Recreation						
Forest Integrity	0.00	0.00	80.67	5,783.35	4,394.32	10,258.34
Total Forest Parks and Recreation	0.00	0.00	80.67	5,783.35	4,394.32	10,258.34
HMGP MEGA	0.00	0.00	0.00	32.70	583.43	616.13
HMPG Admin	0.00	0.00	0.00	0.00	78.45	78.45
LEPC SERC	175.14	0.00	378.62	0.00	0.00	553.76
Marshfield	0.00	0.00	1,794.44	0.00	0.00	1,794.44
Northfield						
Northfield Better Back Roads FY18	1,175.01	0.00	961.68	0.00	0.00	2,136.69
Northfield - Other	0.00	0.00	7,013.91	0.00	0.00	7,013.91

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Executive Committee

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Central Vermont Regional Planning Commission

09/29/18

A/R Aging Summary

As of August 31, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Total Northfield	1,175.01	0.00	7,975.59	0.00	0.00	9,150.60
Northwest Regional Comm'n						
Local Energy Year 2	0.00	4,900.00	0.00	15,200.00	0.00	20,100.00
Municipal Grant In Aid FY17	0.00	106.97	1,595.69	2,850.06	0.00	4,552.72
Total Northwest Regional Comm'n	0.00	5,006.97	1,595.69	18,050.06	0.00	24,652.72
Orange						
Orange Better Back Roads FY18	0.00	0.00	31.33	0.00	0.00	31.33
Orange - Other	0.00	0.00	1,211.36	0.00	0.00	1,211.36
Total Orange	0.00	0.00	1,242.69	0.00	0.00	1,242.69
Plainfield	0.00	0.00	1,404.59	0.00	0.00	1,404.59
Roxbury	0.00	0.00	780.83	0.00	0.00	780.83
Southern Windsor Regional Comm'n						
CW Block Grant						
Berlin Stowm Office Stormwater	1,287.65	0.00	0.00	195.92	0.00	1,483.57
CW Block Grant - Other	290.91	0.00	0.00	516.51	2,279.87	3,087.29
Total CW Block Grant	1,578.56	0.00	0.00	712.43	2,279.87	4,570.86
Total Southern Windsor Regional Comm'n	1,578.56	0.00	0.00	712.43	2,279.87	4,570.86
Two Rivers Ottawaquechee Comm'n						
TROC 604b	3,636.00	2,685.12	0.00	0.00	950.88	7,272.00
Total Two Rivers Ottawaquechee Comm'n	3,636.00	2,685.12	0.00	0.00	950.88	7,272.00
VTrans						
Better Back Roads						
Montpelier	0.00	0.00	0.00	0.00	4,950.16	4,950.16
Roxbury FY17	0.00	0.00	0.00	656.67	4,122.82	4,779.49
Warren FY17	0.00	0.00	336.99	16.09	5,788.33	6,141.41
Total Better Back Roads	0.00	0.00	336.99	672.76	14,861.31	15,871.06
TPI						
TPI Admin	1,549.79	0.00	2,253.10	0.00	0.00	3,802.89
TPI Project Develop	1,239.09	0.00	2,526.61	0.00	0.00	3,765.70
TPI Coordination	2,070.25	0.00	1,660.68	0.00	0.00	3,730.93
TPI Long Range	909.22	0.00	1,532.64	0.00	0.00	2,441.86
TPI Other	149.77	0.00	149.77	0.00	0.00	299.54
TPI SRP	12,053.82	0.00	21,485.97	0.00	0.00	33,539.79
Total TPI	17,971.94	0.00	29,608.77	0.00	0.00	47,580.71
Total VTrans	17,971.94	0.00	29,945.76	672.76	14,861.31	63,451.77
Waitsfield	0.00	0.00	1,942.47	0.00	0.00	1,942.47
Warren	0.00	0.00	1,926.65	0.00	0.00	1,926.65
Washington	0.00	0.00	1,174.07	0.00	0.00	1,174.07
Waterbury	0.00	0.00	5,722.32	0.00	0.00	5,722.32
Williamstown						
Williamstown Better Back Roads FY18	0.00	0.00	39.17	0.00	0.00	39.17
Total Williamstown	0.00	0.00	39.17	0.00	0.00	39.17
Woodbury						
Woodbury Better Back Roads	273.16	0.00	109.68	5,470.94	4,023.77	9,877.55
Total Woodbury	273.16	0.00	109.68	5,470.94	4,023.77	9,877.55
Worcester						
Worcester Better Back Roads FY 18	0.00	0.00	3,021.62	0.00	0.00	3,021.62
Total Worcester	0.00	0.00	3,021.62	0.00	0.00	3,021.62
TOTAL	34,231.70	7,692.09	101,427.95	47,339.07	39,284.88	229,975.69

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Accrual Basis

Central Vermont Regional Planning Commission

Revenues & Expenses Budget vs. Actual

July through August 2018

	Jul - Aug 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
ACCD	47,534.67	289,338.00	-241,803.33	16.4%
Community Development				
Brownfields Grant	5,976.58	78,064.00	-72,087.42	7.7%
Local Energy Planning	4,900.00	15,350.00	-10,450.00	31.9%
Total Community Development	10,876.58	93,414.00	-82,537.42	11.6%
Fee for Services				
Cross VT Trail	0.00	1,200.00	-1,200.00	0.0%
GIS Project	0.00	1,100.00	-1,100.00	0.0%
WBRD Admn	0.00	5,000.00	-5,000.00	0.0%
Total Fee for Services	0.00	7,300.00	-7,300.00	0.0%
Municipal Contracts				
Better Back Roads	6,866.83	14,935.00	-8,068.17	46.0%
Total Municipal Contracts	6,866.83	14,935.00	-8,068.17	46.0%
Natural Resources				
604B	6,321.12	2,685.00	3,636.12	235.4%
ERP Northfield	2,035.73	159,485.00	-157,449.27	1.3%
Forest Integrity	80.67	12,240.00	-12,159.33	0.7%
Mad-Kingsbury Stormwater M. Pla	2,343.51	84,115.00	-81,771.49	2.8%
SWCRPC Clean Water Block Grant	1,578.56	122,547.00	-120,968.44	1.3%
Water Quality	11,226.26	32,884.00	-21,657.74	34.1%
Total Natural Resources	23,585.85	413,956.00	-390,370.15	5.7%
Other Income				
Interest Income	0.00	10.00	-10.00	0.0%
Miscellaneous Income	3,086.00			
Total Other Income	3,086.00	10.00	3,076.00	30,860.0%
Public Safety				
EMPG	1,972.12	42,733.00	-40,760.88	4.6%
LEPC SERC	553.76	13,956.00	-13,402.24	4.0%
VEM Emergency Operation MOU	0.00	2,000.00	-2,000.00	0.0%
Total Public Safety	2,525.88	58,689.00	-56,163.12	4.3%
Salaries To Be Allocated	47.76			
Town Dues				
Town Dues	73,488.42	73,488.00	0.42	100.0%
Total Town Dues	73,488.42	73,488.00	0.42	100.0%
Transportation				
CTAA Grant	1,550.05	26,199.00	-24,648.95	5.9%
DEC Class IV Road Demonstration	2,917.86	96,648.00	-93,730.14	3.0%
Grants in Aid	1,654.90	33,015.00	-31,360.10	5.0%
TPI	47,580.71	214,490.00	-166,909.29	22.2%
VTrans Better Back Road	824.17			
Total Transportation	54,527.69	370,352.00	-315,824.31	14.7%
Total Income	222,539.68	1,321,482.00	-1,098,942.32	16.8%
Gross Profit	222,539.68	1,321,482.00	-1,098,942.32	16.8%
Expense				
Advertising	0.00	4,057.00	-4,057.00	0.0%
Cleaning	0.00	2,080.00	-2,080.00	0.0%
Consultants	14,934.94	537,433.00	-522,498.06	2.8%
Copy				
Copier extra copies	72.28	1,900.00	-1,827.72	3.8%
Copier Lease Payments	30.68	2,784.00	-2,753.32	1.1%

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Accrual Basis

Central Vermont Regional Planning Commission

Revenues & Expenses Budget vs. Actual

July through August 2018

	Jul - Aug 18	Budget	\$ Over Budget	% of Budget
Total Copy	102.96	4,684.00	-4,581.04	2.2%
Depreciation expense	0.00	7,000.00	-7,000.00	0.0%
Dues/Pubs/Sponsorships				
Government Relations	863.64	5,500.00	-4,636.36	15.7%
Dues/Pubs/Sponsorships - Other	2,487.36	3,329.00	-841.64	74.7%
Total Dues/Pubs/Sponsorships	3,351.00	8,829.00	-5,478.00	38.0%
Equipment - Repairs and Mainten	0.00	600.00	-600.00	0.0%
Interest Expense	0.00	10.00	-10.00	0.0%
Liability Insurance	1,494.00	1,500.00	-6.00	99.6%
Meetings/Programs	469.14	10,323.00	-9,853.86	4.5%
Office Rent/Occupancy				
Rent/Utility Deposits	6,843.16	42,052.00	-35,208.84	16.3%
Total Office Rent/Occupancy	6,843.16	42,052.00	-35,208.84	16.3%
Other Expenses				
Fees				
Annual Fees - Line of Credit	0.00	150.00	-150.00	0.0%
Payroll Direct Deposit Fees	78.00	462.00	-384.00	16.9%
Total Fees	78.00	612.00	-534.00	12.7%
Gifts	21.21	100.00	-78.79	21.2%
Total Other Expenses	99.21	712.00	-612.79	13.9%
Postage	175.00	2,675.00	-2,500.00	6.5%
Professional Services				
Accounting	9,912.50	54,080.00	-44,167.50	18.3%
Audit	0.00	7,725.00	-7,725.00	0.0%
Benefits Administration	0.00	1,000.00	-1,000.00	0.0%
IT/Computer	35.00	5,530.00	-5,495.00	0.6%
Legal	63.00	3,700.00	-3,637.00	1.7%
Videography	175.00	1,925.00	-1,750.00	9.1%
Total Professional Services	10,185.50	73,960.00	-63,774.50	13.8%
Software/Licenses/IT	1,800.00	6,647.00	-4,847.00	27.1%
Subscriptions/Publications	0.00	452.00	-452.00	0.0%
Supplies - Billable	0.00	1,775.00	-1,775.00	0.0%
Supplies - Office				
GIS Supplies	0.00	1,200.00	-1,200.00	0.0%
Office Supplies	344.44	4,000.00	-3,655.56	8.6%
Total Supplies - Office	344.44	5,200.00	-4,855.56	6.6%
Telephone	1,019.21	6,212.00	-5,192.79	16.4%
Travel	1,950.77	16,244.00	-14,293.23	12.0%
Wages and Fringe Benefits				
Fringe Benefits				
CVRPC FICA	4,940.77	33,710.00	-28,769.23	14.7%
Health Insurance	13,767.27	109,625.00	-95,857.73	12.6%
Life Disability Insurance	683.28	5,892.00	-5,208.72	11.6%
Pension Plan	3,223.36	16,608.00	-13,384.64	19.4%
Unemployment Comp	0.00	1,510.00	-1,510.00	0.0%
Workmen's comp	0.00	1,546.00	-1,546.00	0.0%
Total Fringe Benefits	22,614.68	168,891.00	-146,276.32	13.4%
Personnel	66,044.15	449,700.00	-383,655.85	14.7%
Total Wages and Fringe Benefits	88,658.83	618,591.00	-529,932.17	14.3%
Total Expense	131,428.16	1,351,036.00	-1,219,607.84	9.7%
Net Ordinary Income	91,111.52	-29,554.00	120,665.52	-308.3%

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Executive Committee

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09/26/18

Accrual Basis

**Central Vermont Regional Planning Commission
Revenues & Expenses Budget vs. Actual
July through August 2018**

	<u>Jul - Aug 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Net Income	<u>91,111.52</u>	<u>-29,554.00</u>	<u>120,665.52</u>	<u>-308.3%</u>



MEMO

Date: September 26, 2018

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

GRANTS & SERVICE AGREEMENTS

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

VT Agency of Transportation – FFY18 Transportation Planning Initiative Amendment Revision

✕ **ACTION REQUESTED:** Approve the budget amendment revision.

Note: The amendment request was approved at the September 4 Committee meeting. VTrans requested CVRPC update the indirect rate to match CVRPC's approved FY19 rate. This resulted in revisions to staff hours to maintain the overall grant award amount. See attached memo and documents. VTrans has approved the revised documents.

VT Department of Public Safety – EMPG 2018 Advance Notice to Proceed

✕ **ACTION REQUESTED:** Authorize the Executive Director to sign the EMPG 2018 Advance Notice to Proceed.

Scope of Work: Planning, training & exercise, technical assistance, and response & recovery support for VT Emergency Management

Performance Period: 10/01/18 – 09/30/18

Staff: Laura Ranker (primary), Ashley Andrews, Pam DeAndrea, Dan Currier, Bonnie Waninger.

Note: The ANP is required for CVRPC to initiate work prior to execution of the agreement. The ANP authorizes work on local planning, technical assistance, and response and recovery only. It does not include special projects.

VT Department of Public Safety – EMPG 2018

⊗ ACTION REQUESTED: Authorize the Executive Director to sign the EMPG 2018 grant agreement.

Scope of Work:

- Assist municipalities to complete Local Emergency Operations/Management Plans.
- Provide assistance and coordination for preparedness, response, and long-term recovery. Includes trainings and exercises, grant writing, ERAF assistance, supporting the State and partner organizations, and responding to direct requests from VEM.
- Identify and train at least three staff to act as Local Liaisons and to staff the State emergency Operations Center to assist the State with disaster response. CVRPC maintains four trained staff (Emergency Planner, Transportation Program Manager, GIS Senior Planner, and Executive Director).
- Complete special projects identified by CVRPC:
 - Assist municipalities with Local Hazard Mitigation Plan development and adoption support.
 - Support Emerald Ash Borer preparedness and response.

Funding:

Grant Amount: \$71,352 (federal funds)

Match Amount: \$71,352 (\$63,345 CVRPC cash in-kind services from ACCD; \$8,007 Volunteer in-kind services for special projects)

Performance Period: 10/01/18 – 09/30/19

Staff: Laura Ranker (primary), Ashley Andrews, Pam DeAndrea, Dan Currier, Bonnie Waninger.

Note: Staff requested DPS make two changes to the contract. On page 10, letter b should read "...a minimum of two plans..." This change is because the State awarded less money than requested. Page 10, budget detail should read "salaries and benefits \$67,714" and "indirect cost \$74,018." This was a State error in how CVRPC's cash-in-kind match was translated to the contract. Staff anticipates DPS will make these changes.

**VT Department of Environmental Conservation – Municipal Class IV Road Erosion
Remediation and Demonstration Project Amendment**

Scope of Work: This project will reduce sediment and phosphorus runoff by implementing road best management practices on hydrologically-connected municipal road segments. Improvements to twenty-eight (28) Class IV road segments will be addressed through this effort. CVRPC will work with Calais, Moretown, Waitsfield, and Woodbury. Other Central Vermont communities can be added to the scope of work with State approval as the project progresses.

CVRPC will also hold two workshops that highlight these demonstration projects, and will conduct a train-the-trainer workshop with other RPCs. Moretown was added to the towns completing Class IV work earlier this year.

Funding:

Grant Amount: \$113,000 (\$100,000 federal funds – US EPA; \$13,000 state funds)

Match Amount: \$20,000

Match Source: Towns will provide ~15% match in amounts proportional to their project costs.

Performance Period: 08/18/17 – 09/30/19

Staff: Dan Currier

Notes: This is an after-the-fact approval for a no-cost extension to allow the Town of Waitsfield to complete erosion correction on three hydrologically connected road segment that could not be worked on in 2018. DEC offered a contract extension, the mechanics of which have been under discussion for more than a month. Signature of the contract amendment needed to occur prior to expiration of the original agreement on September 30th for the amendment to be valid.

CONTRACTS WRITTEN

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

None.

FOR INFORMATION ONLY

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

GRANTS & SERVICE AGREEMENTS

None.

CONTRACTS**Stantec Consulting Services – Stowe Street Bridge (#36) Existing Conditions Report Amendment**

Scope of Work: Initiate the process of developing alternatives for improving the crossing by working with CVRPC, the Town of Waterbury, VTrans, and other stakeholders to develop an Existing Conditions Report and the project's Purpose and Needs Statement. This is a task-specific addendum to a transportation master agreement previously approved by the Committee.

Funding: \$14,951

Funding Source: VT Agency of Transportation, Transportation Planning Initiative (TPI) (federal & state)

Performance Period: 06/12/18 – ~~09/01/18~~ 09/30/18

CVRPC Staff: Dan Currier

Note: This is a no-cost time extension.

The Johnson Company – Site Specific Contract Addendum Amendment #11

Scope of Work: A soil management plan and disposal pre-characterization for the former Woodbury General Store.

Amount: \$15,984 Total (petroleum)

Funding Source: EPA Brownfields (federal)

Performance Period: 08/20/18 – 09/30/18

CVRPC Staff: Clare Rock

Notes: At its August meeting, the Brownfields Advisory Committee agreed CVRPC staff should make decisions regarding commitment of the remaining EPA funds under this award without consulting the Committee. Staff will report commitments to the Committee.

LE Environmental – Site Specific Contract Addendum #2

Scope of Work: Update the Phase 1 Environmental Site Assessment for the former Greensboro

Garage property in Hardwick, VT.

Amount: \$2,135 (petroleum)

Funding Source: EPA Brownfields (federal)

Performance Period: 09/17/18 – 09/30/18

CVRPC Staff: Clare Rock

Notes: The property will become the Yellow Barn Business Accelerator Project, a multi-tenant business and incubator space. CVRPC is working with the Northeastern Vermont Development Association (NVDA), its RPC counterpart in the Northeast Kingdom.

HealthEquity – Section 125 Cafeteria Plan Creation

Scope of Work: Develop a Section 125 Cafeteria Plan and administer the associated plan benefits approved by CVRPC.

Amount: \$250 per year

Funding Source: Administration (to be recouped as part of CVRPC's indirect rate)

Performance Period: 10/02/18 – end date to be decided by CVRPC in future years

Staff: Nancy Chartrand

Lamco Cleaning Services – Office Cleaning Services

Scope of Work: Bi-weekly office cleaning for a 3-year period.

Amount: \$6,240

Funding Source: Administration (to be recouped as part of CVRPC's indirect rate)

Performance Period: 09/12/18 – 09/08/21

CVRPC Staff: Nancy Chartrand

Notes: Special cleaning projects are permitted at additional charge. Ex. annual carpet shampoo.



September 18, 2018

Zoe Neaderland, Planning Coordinator
Vermont Agency of Transportation
One National Life Drive
Montpelier, VT 05633-5001

Re: CVRPC TPI FFY18 Budget Adjustment

Dear Zoe,

CVRPC requests a second amendment to its FFY 18 Transportation Planning Initiative (TPI) agreement. CVRPC proposes to adjust its budget to reflect work adjustments among tasks and supplies. The adjustments are based on an analysis of our use trend on each task. Exhibits 2-3-4 reflect the adjusted budget.

Details on the budget adjustment are enclosed. Items in red text on Exhibit 4 show specific areas where staff hours or expenses have been adjusted.

Task 1 – Program Administration: Added \$8,265 based on use trends.

Task 2 – Public Participation and Coordination: Reduced by \$5,945 based on use trends.

Task 3 – Long Range Planning: Added \$1,678 based on use trends.

Task 4 – Short Range Planning: Added \$2,068 based on use trends.

Task 5 – Project Development Planning: Reduced by \$6,067 based on use trends.


Task 6 – Other Planning: No change.

Task	Task Description	Approved	Amendment 1 Approved 3/9	Proposed Revision	Difference	% Change
Task 1	Administration	\$27,185	\$27,301	\$35,566	\$8,265	30.27%
Task 2	Public Participation & Coordination	\$43,105	\$43,126	\$37,181	(\$5,945)	-13.78%
Task 3	Long Range Planning	\$29,343	\$29,343	\$31,021	\$1,678	5.72%
Task 4	Short Range Planning	\$100,528	\$106,091	\$108,159	\$2,068	1.95%
Task 5	Project Development	\$26,209	\$20,510	\$14,443	(\$6,067)	-29.58%
Task 6	Other Planning	\$5,000	\$5,000	\$5,000	\$0	0.00%
	TOTAL	\$231,370	\$231,370	\$231,370		

The overall total remains unchanged at \$231,370.

I hope you will contact me or Dan Currier if you have any questions. We can be reached at Waninger@cvregion.com, currier@cvregion.com or 229-0389.

Sincerely,



Bonnie Waninger
Executive Director

Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$35,566
Task 2	Public Participation and Coordination	\$37,181
Task 3	Long Range Transportation Planning	\$31,021
Task 4	Short Range Transportation Planning	\$108,159
Task 5	Project Development Planning	\$14,443
Task 6	VOBCIT Technical Support	\$5,000
Total		\$231,370

Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY18	Total Hours	Total Cost
Executive Director	\$53.46	245	\$13,098
Program Manager	\$38.21	1,122	\$42,888
GIS Senior Planner I	\$34.38	160	\$5,501
GIS Planner I	\$33.19	515	\$17,093
Land Use Planner III	\$32.68	8	\$261
Finance & Office Manager	\$37.95	17	\$645
Emerg Mngmt Planner III	\$32.20	50	\$1,610
Land Use Senior Planner II	\$37.27	10	\$373
Planning Technician I	\$14.99	190	\$2,848
Planning Technician II	\$13.99	309	\$4,323
Total		2,626	\$88,640

Indirect Costs	123.97%		
RPC Staff Position	of Hourly Rate	Total Hours	Total Cost
Executive Director	\$66.27	245	\$16,237
Program Manager	\$47.37	1,122	\$53,168
GIS Senior Planner I	\$42.62	160	\$6,819
GIS Planner I	\$41.15	515	\$21,190
Land Use Planner III	\$40.51	8	\$324
Finance & Office Manager	\$47.05	17	\$800
Emerg Mngmt Planner III	\$39.92	50	\$1,996
Land Use Senior Planner II	\$46.20	10	\$462
Planning Technician I	\$18.58	190	\$3,531
Planning Technician II	\$17.34	309	\$5,359
Total		2,626	\$109,887

Direct Costs	Total Cost
Contractual	\$21,000
Travel	\$5,250
Supplies	\$2,067
Equipment	\$0
Meetings	\$1,771
Data & References	\$106
Postage	\$50
Copy/Print	\$1,500
Advertising	\$1,100
Total	\$32,844

Fund Allocation			
Task	Task Description	CVRPC Share ¹	VTrans Share ²
Task 1	Program Administration	\$3,557	\$32,009
Task 2	Public Participation and Coordination	\$3,718	\$33,463
Task 3	Long Range Transportation Planning	\$3,102	\$27,919
Task 4	Short Range Transportation Planning	\$10,816	\$97,343
Task 5	Project Development Planning	\$1,444	\$12,998
Task 6 ³	VOBCIT Technical Support	0	\$5,000
Subtotal by Share		\$22,637	\$208,733
Agreement Total			\$231,370

Notes:

¹ CVRPC share comes from annual appropriations from the Vermont Agency of Commerce and Community Development (Municipal & Regional Planning Fund) and CVRPC's member municipalities.

² VTrans share comes from federal transportation funds provided by the U.S. Department of Transportation Federal Highway Administration and state transportation funds appropriated by the

³ VTrans agreed to cover the 20% match for this task.

Exhibit 4: Time-Task-Cost Summary

A. Personnel (Hours)

Task #	Task Description	Exec Dir	Transpo Program Mngr	GIS Sr Planner I	GIS Planner I	Land Use Sr Planner III	Fin/Off Mngr	Emerg Mngmt Planner II	Land Use Sr Planner II	Planning Tech I	Planning Tech II	Total Hours
1	Administration	50	130	2	60		14	0		24	0	280
2	Public Participation & Coordination	25	375	8	5	0	1	10		9		433
3	Long Range Transportation Planning	130	145	5	5	8		10	8	1	9	321
4	Short Range Transportation Planning	20	319	125	425	0		20	2	156	300	1,367
5	Project Development Planning	20	95	20	20		2	10		0	0	167
6	VOBCIT Technical Support		58									58
Total		245	1,122	160	515	8	17	50	10	190	309	2,626

B. Direct Costs (\$)¹

Task #	Task Description	Contractual	Travel	Supplies	Equipment	Meetings	Data/Ref	Postage	Copy/Print	Advertising	Total
1	Administration		\$5,250	\$2,067		\$1,771	\$106	\$50	\$1,500	\$1,100	\$11,844
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning	\$21,000									\$21,000
5	Project Development Planning										\$0
6	VOBCIT Technical Support										\$0
Total		\$21,000	\$5,250	\$2,067	\$0	\$1,771	\$106	\$50	\$1,500	\$1,100	\$32,844

C. Cost Proposal Summary (\$)

Task #	Task Description	Exec. Dir.	Transpo Program Mngr	GIS Sr. Planner I	GIS Planner I	Land Use Planner III	Fin/Off Mngr	Emerg Mngmt Planner II	Land Use Sr. Planner II	Planning Tech I	Planning Tech II	Total	Indirect	Direct	Total Costs
	Hourly Rate	\$53.46	\$38.21	\$34.38	\$33.19	\$32.68	\$37.95	\$32.20	\$37.27	\$14.99	\$13.99				
1	Administration	\$2,673	\$4,967	\$69	\$1,991	\$0	\$531	\$0	\$0	\$360	\$0	\$10,592	\$13,130	\$11,844	\$35,566
2	Public Participation & Coordination	\$1,337	\$14,329	\$275	\$166	\$0	\$38	\$322	\$0	\$135	\$0	\$16,601	\$20,580	\$0	\$37,181
3	Long Range Transportation Planning	\$6,950	\$5,540	\$172	\$166	\$261	\$0	\$322	\$298	\$15	\$126	\$13,851	\$17,171	\$0	\$31,021
4	Short Range Transportation Planning	\$1,069	\$12,189	\$4,298	\$14,106	\$0	\$0	\$644	\$75	\$2,338	\$4,197	\$38,915	\$48,243	\$21,000	\$108,159
5	Project Development Planning	\$1,069	\$3,630	\$688	\$664	\$0	\$76	\$322	\$0	\$0	\$0	\$6,448	\$7,994	\$0	\$14,443
6	VOBCIT Technical Support	\$0	\$2,233	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,233	\$2,768	\$0	\$5,000
Total		\$13,098	\$42,888	\$5,501	\$17,093	\$261	\$645	\$1,610	\$373	\$2,848	\$4,323	\$88,640	\$109,887	\$32,844	\$231,370

Agreement Total	\$231,370
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123.97% Indirect Rate												Total Employee Indirect	
Indirect per employee	\$16,237	\$53,168	\$6,819	\$21,190	\$324	\$800	\$1,996	\$462	\$3,531	\$5,359	\$109,887		

Notes

¹ Contractual: Audit services, engineering services as needed for problem evaluation, professional editor

Travel: Mileage, transportation, parking, lodging, per diem

Supplies: Office and traffic counting supplies, mapping supplies used for transportation planning

Equipment: Counting and inventory equipment, computers used for transportation planning

Meetings: Meeting room space, other associated costs, conference / workshop fees

Data / Ref: Reference materials

Postage: Large packages, special mailings

Copies / Printing: Reproduction costs, including photocopies (\$0.05 b&w; \$1.0 color) and outside print/copy services

Advertising: Advertising, legal notices



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

Advance Notice to Proceed Form (NTP)

State and Federally Funded Grant – Permission to Incur Pre-Award Costs

Project Title: Emergency Management Performance Grant 2018

Recipient Name: Central Vermont Regional Planning Commission (CVRPC)

Briefly describe grant scope: Funding opportunities for work on Planning, Training & Exercise, Technical Assistance and Response & Recovery Support for VEM.

Effective date* of this NTP: October 1, 2018

Provide information as specific as possible to identify the limited activities covered by the NTP: Activities at this time should be related to Tasks 1-3 as outlined in the EMPG 18 Scope of Work.

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

For DPS:

For Recipient:

Thomas D. Anderson, Commissioner or Date

Christopher Herrick, Deputy Commissioner

Signature Date

Name and Title

* See State of Vermont Agency of Administration Bulletin 5 for the definition of effective date/execution date.

Cc: Program Workcenter

Addendum A - Conditions**Purpose**

This form, once signed by all required parties, serves as permission to incur pre-award costs as defined per **2 CFR 200.458** *“Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.”*

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

1. DPS may reimburse recipients for pre-award costs incurred from the beginning of the funding period established in the grant agreement if such costs would have been allowable if incurred after the award. Such costs must be specifically identified in the grant application DPS approves.
2. The applicant incurs pre-award costs at its' own risk. (i.e., the awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs).
3. Applicant remains fully accountable for meeting the obligations and performance goals of the approved project within budget and within the agreed upon timeframes when/if grant is fully executed, regardless of any pre-award spending.
4. The applicant must maintain compliance with all Federal and State regulations when incurring pre-award expenditures as approved by this document
5. DPS is under no obligation to reimburse such costs unless they are included in an approved grant application.
6. Allowable pre-award costs incurred as a result of this agreement will not be reimbursed until after the award is fully executed.

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



VERMONT DEPARTMENT OF PUBLIC SAFETY

**STATE OF VERMONT
STANDARD SUBRECIPIENT AGREEMENT
(Federal Fund Source to Non-State Subrecipient)**

**FEDERAL PROGRAM TITLE
Emergency Management Performance Grant 2018**

**AGREEMENT WITH
Central Vermont Regional Planning Commission (CVRPC)
Agreement #02140- 31026C-004**

Award Amount - \$71,352.00

DPS Financial Office Use Only

☒ SAM checked for DUNS Suspension and Debarment Exclusions

<https://www.sam.gov/portal/public/SAM/> Date: **9/19/18** Initial: _____

SAM Expiration Date: **4/2/18**

☒ Print Screen Placed in Grant File

☒ DPS Restricted Parties List Checked Date: **9/17/18** Initial: _____

☒ Risk Assessment Completed Date: **9/20/18** Initial: _____

☒ Subrecipient Vs. Contractor Determination Form Completed Date: **9/18/18** Initial: _____

☒ Single Audit Check & Delinquent SAR Completed Date: **9/18/18** Initial: _____
VT Bulletin 5_Eligibility Query

☒ BGS Office of Purchasing & Contracting Debarment List Checked
<http://bgs.vermont.gov/purchasing/debarment> Date: **9/17/18** Initial: _____

☒ Certificate of Insurance Date: **9/20/18** Initial: _____

Entered In: ☐ VT Grant Tracking (VISION) Date: **12/31/18** Initial: _____

Entered In: ☐ FFATA (if \$25K or over) Date: **12/31/18** Initial: _____

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: 02140-31026C-004				² Original _____ Amendment # _____			
³ Grant Title: Emergency Management Performance Grant 2018							
⁴ Amount Previously Awarded:		⁵ Amount Awarded This Action:		⁶ Total Award Amount:			
\$		\$ 71,352.00		\$ 71,352.00			
⁷ Award Start Date: 10/1/2018		⁸ Award End Date: 9/30/2019		⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission (CVRPC)					
¹² Grantee Address: 29 Main Street, Suite 4							
¹³ City: Montpelier				¹⁴ State: VT		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Department of Public Safety						¹⁷ Business Unit: 02140	
¹⁸ Performance Measures: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		¹⁹ Match/In-Kind: \$71,352.00		Description: 50% Match			
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee DUNS #: 158842195				²² Indirect Rate: 123.97% (Approved rate or de minimis 10%)		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): Jun-06						²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund	\$0.00	\$0.00	\$0.00				
Special Fund	\$0.00	\$0.00	\$0.00				
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00				
Other State Funds	\$0.00	\$0.00	\$0.00				
FEDERAL FUNDS (includes subrecipient Global Commitment funds)						Required Federal Award Information	
³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.042	Emergency Management Performance Grant 2018	\$0.00	\$71,352.00	\$71,352.00	EMB-2018-EP-00006	10/1/2018	\$3,022,554.00
³⁹ Federal Awarding Agency: Department of Homeland Security- FEMA			⁴⁰ Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
Federal Awarding Agency:				Federal Award Project Descr:			
		\$0.00		\$0.00	\$0.00		\$0.00
Federal Awarding Agency:				Federal Award Project Descr:			
Total Awarded - All Funds		\$0.00	\$71,352.00	\$71,352.00			
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY				GRANTEE			
NAME: Melissa Austin				NAME: Laura Ranker			
TITLE: Financial Administrator				TITLE: Planner			
PHONE: (802) 241-5396				PHONE: (802) 229-0389			
EMAIL: melissa.austin@vermont.gov				EMAIL: ranker@cvregion.com			

Part 2- Grant Agreement

Parties: This is an Agreement between the State of Vermont, **Department of Public Safety (DPS)** (hereinafter called "State"), and the **CVRPC** (hereinafter called "Subrecipient").

The Subrecipient must be in compliance with the Vermont statutory requirements relating to taxation of business entities operating within the State. If Subrecipient does not have a Business Account Number, it is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

Subrecipient Federal Tax Identification Number: 03-0225677

Subject Matter: The subject matter of this Agreement is **as outlined in Attachment A: Scope of work to be performed.**

Award Details: Amounts, dates and other award details are as shown in the above Agreement Part 1-Grant Award Detail. Detailed services to be provided by the Subrecipient are described in Attachment A.

Agreement Term: **State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued (DPS Form ADM-105). The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement. The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).**

Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. An amendment is a request to make a programmatic, administrative, or substantial financial change to this Agreement (refer to Attachment B, Payment Provisions). Examples include changes in scope of work, budget modification, and change in Subgrant term (period of performance).

Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least **30** days in advance.

Attachments: This Agreement consists of **21** pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

- _____ Grant Agreement-Part 1 – Grant Award Detail
- _____ Grant Agreement-Part 2
- _____ Attachment A - Scope of Work to be Performed
- _____ Attachment B - Payment Provisions
- _____ Attachment C - Customary State Agreement Provisions
- _____ Attachment D - Other Provisions
- _____ Attachment E - Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this agreement, its provisions, attachments and conditions contained herein.

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Signature

Signature

Printed Name: _____
Commissioner/Deputy Commissioner

Printed Name: _____

Title: _____

Date: _____

Date: _____

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

REGIONAL PLANNING COMMISSION
EMERGENCY MANAGEMENT PERFORMANCE GRANT – FEDERAL FISCAL YEAR 2018
SCOPE OF WORK FOR OCTOBER 1, 2018 – SEPTEMBER 30, 2019

Preparedness:**1. Local Planning**

RPCs will work with their local municipalities to update and submit Local Emergency Operation Plans (LEOPs) and Local Emergency Management Plans (LEMPs). New for 2019, there is a new LEMP format, and municipalities will report adoption of LEMPs through their Regional Planning Commission (RPC) with a LEMP adoption form (available in several formats on the VEM website). Municipalities will coordinate with Regional Planning Commissions (RPCs) for assistance in developing and exercising their LEMPs. Regional Coordinators will actively coordinate with RPCs on exercise and LEMP development. While exercising is not required for LEMPs, RPC staff may conduct, or serve on the planning teams for municipal LEMP exercises. RPCs will work with local municipalities to update and submit LEMPs in compliance with the standards outlined in the [LEMP Municipal Adoption Form](#), including NIMS typed resources. Municipalities may use any format they wish, including the LEMP short or long form.

All other information in the LEMP Base Plan is solely for the town's benefit and is not required for the LEMP to be considered complete.

LEMPs are due after Town Meeting Day but before May 1st of each year.

RPCs will compile LEMP/LEOP information and submit it to their region's VEM Regional Coordinator using the provided template (LEMP/LEOP Contact and Resource Database) before the final Friday of each month. The LEMP requires that a municipalities EMD/C be included as one of the three points of contact listed in the LEMP. This EMD/C contact information is used to compile the EMD listserv.

Each RPC shall:

- a. Provide assistance to municipalities in completing their LEMP, partnering with VEM Regional Coordinators, as appropriate.
- b. Conduct municipal training, as appropriate, for new municipal officials in how to complete their LEMP utilizing VEM's format.
- c. If needed, coordinate with the VEM Training Administrator to verify the LEMP signatories have the appropriate trainings.
- d. Provide assistance to municipalities that decide to exercise their LEMP utilizing the Homeland Security Exercise and Evaluation Program, partnering with VEM Regional Coordinators, as appropriate. (Note- if an RPC is planning to **conduct** an LEMP exercise, they must attend and pass the Homeland Security Exercise and Evaluation Program basic 3-day class and the exercise must use the HSEEP methodology).
- e. Once completed LEMPs are received:
 - a. Send completed LEMP materials to Regional Coordinators at VEM.
 - b. Enter LEMP information, to include EMD/C contact information, into provided template and submit to Regional Coordinators at VEM before the final Friday of each month.

Reporting Requirements:

- a. Provide a summary in each quarterly report of the number of hours expended, number of completed LEMPs submitted, and major tasks accomplished.
- b. Provide any feedback regarding municipalities which required additional assistance in order to capture any potential problem areas.
- c. Provide LEMP information using the provided template, and report pending exercises and completed LEMPs to VEM before the final Friday of each month.

2. Technical Assistance and Education

RPCs will provide technical assistance and overall regional/ statewide coordination for emergency preparedness, response, and long-term recovery. This may include the following:

- Technical support and outreach to local communities, CERT, Citizens Corps programs, VOADs, COADs, and other local/regional/statewide emergency teams.
- Staff attendance at LEPC meetings.
- Assisting in needs assessments and scheduling of emergency management training and exercises for communities.

Venue, food and drink costs for meetings are allowable expenses, but should be kept to a minimum.

RPCs are encouraged to work with their RPC counterparts to ensure trainings and/or exercises (as able) will be cross-jurisdictional and reach a wider audience. Courses which are coordinated between multiple RPCs can be claimed on each RPC's quarterly report.

Each RPC shall:

- a. Coordinate with the VEM Regional Coordinator to schedule, develop, and conduct cross-functional emergency management related trainings and/or exercises to meet local needs.
- b. Provide technical assistance for communities in emergency preparedness and response which includes the following. RPCs will need to outline which towns they intend to work with to provide this assistance.
 - i. Grant applications
 - ii. Local ERAF assistance, to include, but not limited to:
 - NFIP compliance
 - Local Hazard Mitigation Plan development assistance
- c. Provide regional emergency management coordination and support; partnering with VEM Regional Coordinators, municipalities, private entities, hospitals, higher education, fire departments, law enforcement, and other stakeholders to meet RPC and state emergency management initiatives. This coordination and support may include: Attendance at VEM meetings, attendance at State Emergency Response Commission meetings, participation in State Training and Exercise Planning Workshops, Annual Emergency Preparedness Conference, hosting regional EMD Roundtables, etc.
- d. Direct requests and invitations. While understanding that many requests for assistance (from VEM and/ or local contacts) will come throughout the year and cannot be 100% accurately represented in the application up front, RPCs are asked to build their budget and staff time as best as possible based on known or anticipated assistance which will be required in the coming grant cycle.

Reporting Requirements:

- a. Specifically identify any trainings and/or exercises requested to schedule and provide justification, outlining to how it will benefit jurisdictions within your RPC. Send training requests to the VEM Training Administrator.
- b. For trainings, provide verification of the training being scheduled (i.e. course announcement, sign in sheet), once completed.
- c. Provide a summary of hours expended and goals achieved through technical assistance to include the topic and communities/ partners involved in each quarterly report.

Response:

3. State-wide Emergency Response

RPCs will ensure three individuals are identified in the 'RPC Staff Emergency Contact List' that may act as Local Liaisons and operate within the State Emergency Operations Center (SEOC) during and outside of normal business hours. RPCs will provide any appropriate updates (at a minimum, quarterly) to ensure contact information is up-to-date. Funding will be assessed based on the number of individuals identified.

To ensure an appropriate statewide level of response can be attained, RPCs will assist VEM in providing staff to the SEOC during activations (exercises or actual events). To this end, RPCs will need to ensure their staff is appropriately trained and obtains experience in supporting the SEOC. VEM will work with identified RPC staff to determine appropriate primary and secondary SEOC roles.

Each RPC shall:

- a. Participate (at least one individual per RPC) in monthly conference calls and quarterly in-person calls with VEM staff.
- b. Ensure each individual identified as SEOC support is trained as a Local Liaison and to the minimum SEOC level in at least one role in the SEOC, in accordance with the SEOC Training Matrix and VEM assignments. All RPCs will ensure that by the end of the contract period, at least one individual (of the three qualified individuals identified) is trained to serve in the GIS Unit, in accordance with the SEOC Training Matrix and VEM assignments. Other roles can be in the Operations, Logistics, or Planning sections and will be determined based on SEOC need. RPCs will receive a minimum of 10 and a maximum of 40 hours total for each of the 3 identified staff members to complete trainings as identified in the SEOC Training Matrix.
- c. Budget 20 hours for each individual identified as SEOC support to participate in one SEOC exercise per year. This time will include any pre- and post-exercise briefings. Participation over this amount will be completed as funding allows.
- d. Participate in after action meetings and improvement planning process for any SEOC activations. This may include meetings and/or conference calls relating to Local Liaison activations or exercises/incidents which required RPC personnel within the SEOC. Budget 8 hours plus applicable travel time per individual in attendance.

Reporting Requirements:

- a. Verification of attendance at RPC/ VEM meetings will be based on sign in sheets (in person meetings) and roll call (conference calls) – No additional reporting will be required for this task.
- b. Provide verification of RPC POCs (even if no change) in each quarterly report, or if changes occur. Minimum contact information should include name, phone, email and roles the individual can fill in the SEOC, and trainings (as outlined in the SEOC Training Matrix) they will need to take to accomplish this. Provide number of hours (based on the number of training hours per course) and load certificates of course completion into the [DPS Learning Management System](#).
- c. Provide the number of hours and staff participation in AAR/ IPs in each quarterly report.

Any Emergency Management Phase:

4. Optional Special Projects

For the FY18 EMPG grant period, CVRPC proposed two special projects, both of which were awarded funding. The project description, deliverable, timelines and milestones are detailed below.

- **Local Hazard Mitigation Plan development and adoption support** - To expand and improve the capacity of the CVRPC to assist municipalities with the update and development of their local hazard mitigation plan, additional funding is necessary in order to provide the level of support and technical assistance that is needed, particularly with hazard risk assessment and analysis. This includes assistance in gathering the historical data to support the assessment and analysis. In addition, towns need the technical expertise and map making ability of the CVRPC GIS program to create and provide the maps used in the LHMPs. CVRPC will provide a menu of services for towns to choose from recognizing that towns have different needs.

CVRPC shall:

- a. Work with CVRPC towns who have expired or about to expire local hazard mitigation plans to update and develop draft local hazard mitigation plans meeting FEMA guidelines.
- b. Submit a minimum of four plans to VEM to start the review and approval process with VEM and FEMA.
- c. Develop Maps for inclusion in the LHMP such as a Hazard Analysis Map, inventories, etc.
- d. Increase municipality's ERAF rating (Emergency Relief Assistance Fund) and its ability to access state dollars in a federally declared disaster.
- e. Increase municipality's eligibility requirement to access Mitigation grants administered by FEMA.
- f. Track municipalities that will provide 50% match using in kind services and or cash. Forms will be used to track volunteer hours and services and serve as the record. Any cash match will be documented and recorded.

Timeline and Milestones:

- a. October 2018 - November 2018 Initial "kick off" meetings with towns (PC/SB/Local Hazard Mitigation Planning Committee).
- b. October 2018 - September 2019 Plan development and submittal to VEM/FEMA.
- c. December 2018 to February 2019 - GIS Map development.
- d. Quarterly reports will provide summary of towns assisted, number of hours, and accomplishments.

Reporting Requirements:

Provide a detailed report including the following:

- a. Progress on each defined milestone;
- b. If applicable, justification for deviation from the proposed timeline;
- c. Number of staff hours expended;
- d. Unexpected challenges encountered and how these were/ will be overcome.

- **Emerald Ash Borer preparedness and response** - CVRPC will work with the UVM Extension Service and Forest Parks and Recreation (FPR) to be a force in supporting the preparedness and response efforts to slow the spread of the emerald ash borer in Vermont, specifically in the hazard contamination zone located in Central Vermont. Working collaboratively with various federal, state, and local organizations, CVRPC will assist in the educational and technical support provided to municipal officials, landowners, loggers and other stakeholders in regard to the hazard of the emerald ash borer, an invasive species threatening the forest and associated forest industry, economies, and municipal budgets. The emerald ash borer kills and stresses the health of ash trees. Often severe storms in Vermont bring damaging winds that result in down trees and power lines. The emerald ash borer increases this hazard risk. Town wide damages result in response and recovery costs for the public and private sectors. Also, the hazard of wildfire/forest fire is increased by the availability of a fuel source brought on by dead and dying trees. CVRPC will assist towns in their assessment of the hazard and risk for their community and help them develop response plans. CVRPC in collaboration with UVM Extension Service, FPR and the Agency of Agriculture will host training workshops for volunteers who will conduct a tree inventory and assessment in their community. Trainings will include field identification and the use of the FPR inventory application. CVRPC staff will be trained to provide technical support to the volunteers. CVRPC will provide GIS mapping services to produce maps of the inventory and assessment results. Response Plan development will include discussions on how best to collaborate and incorporate the plan into other town initiatives i.e. capital budgets, LHMP, LEMP. CVRPC will use model response plans provided by UVM Extension Service. To foster statewide collaboration, CVRPC will work with VEM, FPR, and UVM Extension Service to conduct one training with RPC Emergency Planners. CVRPC will take the lead for the agenda development working with VEM.

CVRPC shall:

Collaborate with the UVM ES & FPR to:

- a. Host two training workshops for Volunteers; one in Orange/Plainfield/Barre Town area and one in the Montpelier/Berlin/Northfield area.
- Train volunteers to conduct a tree inventory and assessment using the FPR inventory application.
 - Provide field trial using FPR application.
 - Provide field identification of ash trees and detection of the emerald ash borer.
 - Assist with development of Town specific protocols and criteria for inventory work.
 - Provide a forum for landowners, loggers, and municipal owners on how to manage for their needs.
 - Train 2 staff in use of FPR inventory application.

- b. Provide technical assistance and support.
- c. Assist with data download; coordinate with FPR and UVM Extension for quality control as needed.
- d. Provide maps for at least two communities for use in their Response Plan and Town outreach efforts. Data is being collected using Arc GIS Collector. Provide data to FPR for posting on ANR's online platforms, such as ANR Atlas.
- e. Assist at least two communities in developing a Draft Response Plan, incorporating data gathered and maps. Plan development will include recommended mitigation actions and capital budgeting based on community needs and capacity.
- f. Collaborate to organize a training for Regional Planning Commissions throughout the state; the likely forum being at one of the quarterly meetings of the VEM/RPCs.

Timeline and Milestones:

- a. October 2018- December 2018 organize and hold two training workshops. Inventory work can happen in the fall and winter but will be based on volunteer schedules.
- b. January 2019 – April 2019 Mapping
- c. January 2019 – September 2019 Draft Response Plan Development
- d. February 2019 VEM/RPC quarterly meeting - RPC training
- e. Quarterly reporting.

Reporting Requirements:

Provide a detailed report including the following:

- a. Progress on each defined milestone;
- b. If applicable, justification for deviation from the proposed timeline;
- c. Number of staff hours expended;
- d. Unexpected challenges encountered and how these were/ will be overcome.

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed, up to the Federal share amount 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.

Budget Detail:

Salaries and Benefits	\$ 102,776.00
Contractual	\$
Supplies	\$ 260.00
Travel & Mileage	\$ 712.00
Equipment *	\$
Other Costs	\$
Indirect Cost **	\$ 38,956.00
 Total Federal Share	 \$ 71,352.00
Total Non-Federal Share (Match)	\$ 71,352.00

Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds Subrecipients must be able to document local funds were not supplanted with funds from this award **(for example: personnel expenses must be supported with actual budget allocations which include this funding source).**

* Federal equipment threshold is \$5,000.00¹. Please reference Federal equipment compliance requirements.² Subrecipients must follow their own procurement policy unless the Federal and State requirements are more restrictive.

** Current Rate Approval Letter (under 2 CFR 200.331(a)(4) must be on file with DPS. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. Refer to Bulletin 5 for further guidance.

During the performance of this Agreement, any of the cost categories may be increased or decreased by up to 10% of the total award with prior written approval from the DPS Financial Office contact shown on page 3. Approval will be given provided:

1. It is within the Total Award Amount in effect at the time of the adjustment
2. It does not change the Scope of Work in Attachment A

PROGRAMMATIC REPORTING REQUIREMENTS:

- Under 2 CFR 200.328 (d) *Significant Developments*: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the subrecipient **must** inform DPS *as soon* as the following types of conditions become known:
 1. Problems, delays, or adverse conditions which will *materially impair* the ability to meet the objective of the award. This disclosure **must** include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 2. Favorable developments which enable meeting time schedules and objectives *sooner or at less cost* than anticipated or producing *more or different beneficial results* than originally planned.

¹ 2 CFR § 200.313 (d)(1)

² 2 CFR § 200.313 (d)(2)

- Under 2 CFR 200.201: The subrecipient **must** certify in writing to DPS at the end of the award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.
- Changes in principal personnel or scope of effort **must** receive the prior written approval of DPS.

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form. The reporting periods are October 1 – December 31 (due January 30), January 1 – March 31 (due April 30), April 1 – June 30 (due July 30), and July 1 – September 30 (due October 30).

Provide a detailed report including the following:

- a. Progress on each defined milestone;
- b. If applicable, justification for deviation from the proposed timeline;
- c. Number of staff hours expended;
- d. Unexpected challenges encountered and how these were/ will be overcome.

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request Agreement funds:

- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (**DPS Form ADM-116a**) with attached detailed documentation of incurred expenses paid to receive payment.
- Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient **MUST** make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive cash advance however they may be required to deposit funds in an interest bearing account and possibly return interest earned more than \$500 per year (see 2 CFR §200.305(b)(8)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form ADM-116a), and must be supported by detailed supporting documentation. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks.

These requests must be submitted to the Vermont Department of Public Safety, Financial Office, no later than the end of the month following the month in which the expenses were incurred. Please send to:

Name: Melissa Austin
Via mail: Vermont Department of Public Safety/Financial Office
45 State Drive
Waterbury, VT 05671-1300
Via fax: 802-241-5553
Via email: melissa.austin@vermont.gov

DPS will not make any payments on this Agreement unless the Subrecipient meets all provisions contained herein.

CLOSEOUT:

When a performance period is nearing its end, the subrecipient should ensure all work is complete and file their reports by the deadline noted in Attachment B of the subrecipient agreement. If they have determined a need for an extension, it must be requested with sufficient time to allow for DPS to review and approve prior to the end of the current award term. If the performance period and date for the final report ends and the subrecipient does not contact DPS for an extension, the Financial Office will close out the award. Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the Subrecipient.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

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 this 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.

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 if 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.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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 this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage

including, but not limited to:

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

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

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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

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

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

9. Reliance by the State on Representations:

All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, 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. 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 the continental United States, except with the express written permission of the State.

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 this 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 this 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 12 ("Location of State Data"); 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 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

24. 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.

25. 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.

26. 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.

27. Termination:

- 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. 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.

28. 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.

29. No Implied Waiver of Remedies: Either 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.

30. 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.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: 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 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 accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If 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.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D OTHER GRANT AGREEMENT PROVISIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; PROCUREMENT; ORGANIZATIONAL AND FINANCIAL REQUIREMENT: FOLLOWING SUBRECIPIENT PROCEDURES: DISCLOSURE OF INFORMATION AND CONFLICT OF INTEREST;

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that

are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:³

- 1.** Maintaining a Zero Tolerance Drug Policy;
- 2.** Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions

³ 2 CFR § 182

that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) The Subrecipient's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(e) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. PROCUREMENT:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.

2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.⁴

3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms be used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting,

budgeting, reporting, auditing and other review controls.

b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:

a. Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later.

b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the 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. Provides information for planning, control and evaluation of direct and indirect costs;

d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:

i. having new or substantially changed systems

ii. having new compliance personnel

iii. loss of license or accreditation to operate program

iv. organizational restructuring.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in: (a) 2 CFR 200 § 302 Financial Management

7. DISCLOSURE OF INFORMATION:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. CONFLICT OF INTEREST

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

⁴ 2 CFR § 200.318(c)(1)

ATTACHMENT E

FUNDING SOURCE SPECIAL CONDITIONS

This Agreement is subject to the requirements of all federal laws, policies and bulletins. Most notably:

Article I - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article II - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article III - USA Patriot Act of 2001

Recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends 18 U.S.C. Sections 175-175c.

Article IV - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

Article V - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article VI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article VII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VIII - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at [2 C.F.R. Section 175.15](#), the full text of which is incorporated here by reference.

Article IX - Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article X - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XI - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XVIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the

DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Article XX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XXI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXII - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIII - Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIV - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXV - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Article XXVI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Article XXIX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXX - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XXXI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXXIII - Civil Rights Act of 1968

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. Section 100.201](#).)

Article XXXIV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable

provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above. The United States has the right to seek judicial enforcement of these obligations.

Article XXXV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances - Non-Construction Programs](#), or [OMB Standard Form 424D Assurances - Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional

assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations, Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

Article XXXVI - National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXVIII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Article XXXIX - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XL - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R. Section 200.88 (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Final Guidance must be followed, 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

This Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

- Bulletin 5, Single Audit Policy for Agreements
- Bulletin 5 - Procedure #1
- Bulletin 5 - Procedure #2



Vermont Department of Environmental Conservation

Agency of Natural Resources

STANDARD CONTRACT AMENDMENT

1. Parties: This is an Amendment for Contract #34365 for services between the State of Vermont, Department of Environmental Conservation, Division of Watershed Management (hereinafter called “State”), and Central Vermont Regional Planning Commission, (hereinafter called “Contractor”). This is the first amendment.
2. Reason for Amendment: The reason for this Amendment is a contract renewal for an additional one-year period as enable by the original contract. No new funds will be added as part of this renewal.
3. Change: Contract end date from September 30, 2018 to September 30, 2019.
4. Replace: Attachment B, section 1, Measures 2d and 5 with the below.

	Milestone	Deliverable	Due Date	Payment
2d	Implementation of Road BMPs on 7 connected segments	Before and after photos of construction Documented Match Requirement Map of Class 4 road segments where BMPs were implemented List of BMPs used by road and segment Cost by road and segment of BMPs implemented	September 30, 2019	\$25,000
5	Final Report	Final Report	September 30, 2019	\$11,300

5. Replace: Attachment C: Standard State Provisions with the attached.
6. The Contractor certifies the following:
 - a. **Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.
 - b. **ii. Certification Regarding Suspension or Debarment:** Contractor certifies under the pains and penalties of perjury, as of the date this contract 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 Amendment is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.
 - c. **Child Support** (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs):

Contractor 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.

7. Amendment: All other terms and conditions of the original contract remain in full force and effect. No other changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS CONTRACT.**STATE OF VERMONT****By:**

Commissioner**Dept of Environmental Conservation****Date:** _____**CONTRACTOR****By:**

Name: (Print) _____**Title:** _____**Date:** _____

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

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 this 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.

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 if 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.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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 this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

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

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

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

- \$1,000,000 Personal & Advertising Injury

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

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

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

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, 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. 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 the continental United States, except with the express written permission of the State.

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 this 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 this 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 12 ("Location of State Data"); 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 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

24. 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.

25. 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.

26. 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.

27. Termination:

- 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. 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.

28. 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.

29. No Implied Waiver of Remedies: Either 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.

30. 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.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: 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 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 accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If 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.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)



MEMO

Date: September 25, 2018
To: Executive Committee
From: Nancy Chartrand, Office Manager
Re: Dependent Care Reimbursement Accounts Benefit

✕ ACTION REQUESTED: Authorize a Dependent Care Reimbursement Accounts (DCRA) benefit for employees.

Depended Care Reimbursement Accounts

Staff recommends CVRPC establish a new benefit for employees. Dependent Care Reimbursement Accounts (DCRA) would be a benefit for those employees who qualify and wish to use pre-tax payroll contributions towards dependent care¹ expenses.

CVRPC would incur an annual cost of \$41.40 per participating employee (estimated annual cost of \$207-248 for 5-6 employees). BCBS sponsors all other costs i.e. Annual Fees and Non-Discrimination Testing.

DCRA funds are deducted from the employee's payroll and deposited with HealthEquity. Employees pay dependent care costs out-of-pocket, and then submit expenses for reimbursement. DCRA funds *do not* roll over year after year. Employees must use DCRA dollars within the plan year or they are forfeited. Forfeited funds will be returned to CVRPC.

This benefit can be initiated at any time. HealthEquity suggested that it coincides with CVRPC's health plan renewal on January 1 to incur less administration for both CVRPC and HealthEquity.

Section 125 Cafeteria Plan

Organizations are required to have a Section 125 Cafeteria Plan to deduct DCRA funds. A Section 125 Cafeteria Plan is a separate written plan maintained by an employer for employees that meets the specific requirements of and regulations of Section 125 of the Internal Revenue Code. It is the only means by which an employer can offer employees a choice between taxable and nontaxable benefits without the choice causing the benefits to become taxable.

This Plan provides compliance for services that fall under Section 125 – i.e. Pre-tax premium deductions (POP), Flexible Spending Account (FSA) and Health Reimbursement Account (HRA); should CVRPC wish

¹ Dependent care typically means childcare. It also can mean a spouse or other adult who can be claimed as a dependent on the employee's federal tax return.

to offer these benefits. The POP may be used by employees who elect a health insurance plan with a higher premium than CVRPC's current benefit. The Plan describes all benefits and establish rules for eligibility and elections.

In 2015, the Office & Grants Manager confirmed that CVRPC has a Section 125 Plan. Staff has been unable to locate the document, so staff solicited cost proposals from several firms to develop a new one. The solicitation followed CVRPC's Procurement Policy. HealthEquity was chosen as the service provider. Through HealthEquity, Blue Cross Blue Shield (BCBS) sponsors the set-up fee for the Cafeteria Plan.

Please email completed form to HealthEquity at onboarding@healthequity.com.

New Business Information

Once your new business form is received, you will receive a phone call or email from one of our representatives within two business days to discuss the steps to implement your new plans.

Company name		Tax ID	
Primary contact	Email	Phone (area code)	
Street address	City	State	ZIP

ER entity
☐ C corp ☐ S corp ☐ Sole proprietorship ☐ LLC ☐ Gov. or church ☐ Non-profit ☐ Other _____

An Health reimbursement account (HRA) may provide tax-free benefits only to employees, former employees, retirees, and their spouses or covered tax dependents. Because self-employed individuals are not "employees," an HRA may not provide tax-free benefits to self-employed individuals (i.e., sole proprietors, partners, and more-than-2% Subchapter S corporation shareholders).

Who is your health plan provider? _____

Will HealthEquity be receiving integrated enrollment data from your health plan or third party administrator? ☐ Yes ☐ No

Will you be sending enrollment information directly to HealthEquity? ☐ Yes ☐ No

Onboarding call information

Who should be included in the initial onboarding call?

Contact name	Contact type	Phone ()	Email
Contact name	Contact type	Phone ()	Email
Contact name	Contact type	Phone ()	Email

Was a HealthEquity representative part of the sales process?

☐ No ☐ Yes If yes, who was the HealthEquity representative? _____

Number of benefit-eligible employees: _____ What is the medical plan start date: _____

When do employees become eligible for benefits (i.e. date of hire, after 30 days)? _____

Product sold

Health savings account (HSA)	<p>Estimated number of accounts: _____</p> <p>Are there HSAs to transfer from another administrator?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes If yes, who is the current administrator? _____</p>
Flexible spending account (FSA)	<p>Estimated number of accounts: _____</p> <p><input type="checkbox"/> Full FSA <input type="checkbox"/> Limited-purpose FSA <input type="checkbox"/> Dependent care reimbursement account</p> <p>Do you want a debit card for your FSA and/or LPFSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Health reimbursement account (HRA)	<p>Estimated number of accounts: _____</p> <p><input type="checkbox"/> Member pays first* <input type="checkbox"/> HRA pays first <input type="checkbox"/> HRA with a debit card <input type="checkbox"/> HRA with incentive</p> <p><small>*Member pays first is only available if integrated claims and enrollment are being sent to HQY by your Health Plan provider.</small></p>

Comments, additional contacts, fee details, non-integrated file information:



MEMO

Date: September 26, 2018
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Line of Credit

ACTIONS REQUESTED:

- 1) approve opening a Line of Credit (LOC) at Community National Bank.
- 2) authorize the Chair to sign the offer if she and the Executive Director agree it meets the Commission's needs and its terms are acceptable.

Staff is working with Community National Bank to open a Line of Credit for CVRPC. CVRPC's Line of Credit with People's United Bank expired this summer. The Line was for \$25,000. As discussed at the September Committee meeting, the cash flow projection demonstrated a higher Line of Credit is required when a number of high value contractor projects conclude this fall. The contractors must be paid prior to CVRPC requesting payment from its funders.

Community National is working to have the application and terms of a new Line of Credit ready for the Committee's October 1 meeting.



October 1, 2018

Community National Bank
P.O. Box 1437
95 State Street
Montpelier, VT 05602

Dear _____,

This letter certifies that the Chair of the Central Vermont Regional Planning Commission Board of Commissioners, currently Juliana Potter, is authorized to sign on behalf of the Central Vermont Regional Planning Commission (CVRPC) for a business line of credit from Community National Bank in the amount of \$ _____. Ms. Potter's term of office began on June 13, 2017.

Sincerely,

Officers of the Central Vermont Regional Planning Commission Board of Commissioners

Juliana Potter, Chair

Laura Hill-Eubanks, Vice Chair

Michael Gray, Treasurer

Dara Torre, Secretary



MEMO

Date: September 27, 2018
 To: Executive Committee
 From: Bonnie Waninger, Executive Director
 Re: FY20 Municipal Dues

✕ ACTION REQUESTED: Adopt a FY20 Municipal Dues assessment rate of \$1.20 per capital.

CVRPC has two flexible sources of funds: municipal assessments and regional planning funds provided by the Vermont Legislature. When viewed together, CVRPC's flexible funds have not kept pace with the rate of inflation over the past 10 years. This coincided with higher match requirements on both state and federal dollars.

Staff recommends increasing the assessment. Level funding municipal assessments over time has led to the municipal assessment becoming less and less effective as a source of funds, in terms of buying power. 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.

To attain consistency in approach for future years, staff 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.

FY20 Projected Change by Municipality

Town	2010 Census	FY19 Dues at \$1.13	FY20 Dues at \$1.20	\$ Change
Barre City	9,052	\$ 10,228.76	\$ 10,862.40	\$ 633.64
Barre Town	7,924	\$ 8,954.12	\$ 9,508.80	\$ 554.68
Berlin	2,887	\$ 3,262.31	\$ 3,464.40	\$ 202.09
Cabot	1,433	\$ 1,619.29	\$ 1,719.60	\$ 100.31
Calais	1,607	\$ 1,815.91	\$ 1,928.40	\$ 112.49
Duxbury	1,337	\$ 1,510.81	\$ 1,604.40	\$ 93.59
East Montpelier	2,576	\$ 2,910.88	\$ 3,091.20	\$ 180.32
Fayston	1,353	\$ 1,528.89	\$ 1,623.60	\$ 94.71
Marshfield	1,588	\$ 1,794.44	\$ 1,905.60	\$ 111.16
Middlesex	1,731	\$ 1,956.03	\$ 2,077.20	\$ 121.17

Town	2010 Census	FY19 Dues at \$1.13	FY20 Dues at \$1.20	\$ Change
Montpelier	7,855	\$ 8,876.15	\$ 9,426.00	\$ 549.85
Moretown	1,658	\$ 1,873.54	\$ 1,989.60	\$ 116.06
Northfield	6,207	\$ 7,013.91	\$ 7,448.40	\$ 434.49
Orange	1,072	\$ 1,211.36	\$ 1,286.40	\$ 75.04
Plainfield	1,243	\$ 1,404.59	\$ 1,491.60	\$ 87.01
Roxbury	691	\$ 780.83	\$ 829.20	\$ 48.37
Waitsfield	1,719	\$ 1,942.47	\$ 2,062.80	\$ 120.33
Warren	1,705	\$ 1,926.65	\$ 2,046.00	\$ 119.35
Washington	1,039	\$ 1,174.07	\$ 1,246.80	\$ 72.73
Waterbury	5,064	\$ 5,722.32	\$ 6,076.80	\$ 354.48
Williamstown	3,389	\$ 3,829.57	\$ 4,066.80	\$ 237.23
Woodbury	906	\$ 1,023.78	\$ 1,087.20	\$ 63.42
Worcester	998	\$ 1,127.74	\$ 1,197.60	\$ 69.86
Region	65,034	\$ 73,488.42	\$ 78,040.80	\$ 4,552.38

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.

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. The rate was held steady from FY16-18 as CVRPC worked to assess its finances and work towards greater efficiency in operations.

Municipal Assessment History

Year	Per Capita Rate	Amount Raised	Dollar Change	CVRPC % Change
FY 2007	\$0.95	\$60,112		
FY 2008	\$0.95	\$60,112		0.0%
FY 2009	\$0.95	\$61,929	\$1,817	3.0%
FY 2010	\$0.95	\$61,929	\$0	0.0%
FY 2011	\$1.05	\$68,447	\$6,518	10.5%

Year	Per Capita Rate	Amount Raised	Dollar Change	CVRPC % Change
FY 2012	\$1.05	\$68,447	\$0	0.0%
FY 2013	\$1.05	\$68,286	(\$161)	-0.2%
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%
FY 2018	\$1.10	\$71,537	\$0	0.0%
FY 2019	\$1.13	\$73,488	\$1,951	2.7%
FY 2020	\$1.20	\$78,041	\$4,553	6.2%

Vermont RPC Municipal Dues Rates and Structures

As of 12/01/16

The Executive Committee customarily requests information about how CVRPC's activities compare to other RPCs. The table below is sorted by Per Capita Equivalent. CVRPC's FY19 Dues as Percentage of Total Revenues is 5.5%.

RPC	Population (2010 Census)	Amount Raised by Dues	Number of Municipalities	Dues as Percentage of Total Revenues	Calculation Method	Per Capita Equivalent
Windham	45,883	\$103,489	27	5%	\$2.25 per capita; minimum \$250	\$2.26
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
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
Two Rivers	55,996	\$76,712	30	7%	\$.1.37 per capita (\$1.47 for FY18)	\$1.37
Southern Windsor	24,711	\$30,889	10	4%	\$1.25 per capita	\$1.25
Addison	36,821	\$41,023	21	5%	\$1.23 per capita, minus group quarters	\$1.11
Central	65,034	\$71,537	23	9%	\$1.10 per capita	\$1.10
Northwest	54,715	\$55,619	22	4%	\$1.02 per capital (\$1.047 for FY18); policy for increases tied to New England Employment Cost Index beginning FY17	\$1.02
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
Rutland	61,642	\$24,050	26	2%	\$925 per year per municipality	\$0.39



October 2, 2018

Selectboard /City Council

Address

Town, VT ZIP

Re: FY 2020 Municipal Dues

The FY 2020 dues for your community's membership and participation in CVRPC services covers the period July 1, 2019 through June 30, 2020. **The dues 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.

CVRPC instituted a per capita rate increase of _____ cents for FY2020. The rate increase reflects CVRPC's desire to maintain regional staff capacity so municipalities can rely on our services and reach into our staff pool for support.

CVRPC provides both regional and local services to its member municipalities. Local services involve staff support to individual municipalities to address localized issues. These services include:

- municipal plan, bylaw and ordinance updates,
- transportation field services (counts, inventories) and studies,
- capital planning services,
- brownfield assessments,
- emergency management planning support,
- hazard mitigation planning and implementation support,
- grant writing, project development, and project management services, and
- assistance to meet clean water requirements.

Regional Planning services include the preparation and maintenance of the regional plan, and special studies and planning activities related to stormwater management, land use, recreation, demographics, environmental, community utilities and facilities or transportation issues. CVRPC promotes dialogue among its member municipalities to develop cooperative solutions to regional problems.

Municipalities invested \$73,488 in dues for FY19, and leveraged \$1.3 million in additional services from CVRPC. CVRPC seeks to ensure that municipal dues 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.

If there are services that would benefit your municipality now or in the future, I invite you to contact me at 229-0389 or Waninger@cvregion.com. I would be happy to meet with you to discuss how CVRPC might assist.

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

Sincerely,

Bonnie Waninger
Executive Director

cc: Town Administrators/Manager
Regional Commissioners



MEMO

Date: September 26, 2018
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Code of Conduct and Conflict of Interest Policy Revisions

ACTIONS REQUESTED:

- 1) Recommend a revised Code of Conduct and Conflict of Interest Policy to the Board of Commissioners.

At its September meeting, the Board of Commissioners requested the following items be reviewed:

- Add text to note that influence may be positive or negative on an issue.
- Verify whether the Commission's bylaws address the removal of a Commissioner for egregious violations of the Code of Conduct and Conflict of Interest Policy.
- Verify if barring a Commissioner from discussions when a conflict of interest exists is required by federal rules.

Draft changes are proposed in the document. Yellow highlights signify text added to the Policy. Strikethroughs indicate text should be deleted from the document.

Can the Board of Commissioners remove a Commissioner?

Staff reviewed the Commission's Bylaws and concluded that only a municipality can remove its appointed Commissioner. The Commission's Bylaws mention disqualification and removal of a Commissioner. It does not describe when or how either of these would be accomplished. However, they are mentioned in the context of the municipality appoint its representative.

Section 3.2 of the Commission's Bylaws states: "...Commissioners shall be subject to the following conditions of appointment and tenure:

- a. he/she shall be appointed by the legislative body of the municipality or its agent, or elected by the voters, as allowed by Statute....
- c. in the event of the death, resignation, disqualification or removal of a Commissioner of this Commission, a successor shall be appointed forthwith as provided in Subsection 3.2a hereof;"

Must a Commissioner from participating in discussions is the Commission has a Conflict of Interest?

Staff reviewed 2 CFR Part 200, State of Vermont contract and agreement conditions, a 2008 VT Secretary of State publication about Adopting Conflict of Interest Ordinances for Local Officials, and the Commission's Bylaws. None of these documents barred a Commissioner from participating in discussions when the Commissioner has a real or apparent conflict of interest.

The Vermont League of Cities and Towns published a Conflict of Interest and Ethical Conduct Model Policy in January 2018. The model notes that "A public officer who has recused himself or herself from participating in an official act or action by a public body shall not sit with the public body, deliberate with the public body, or participate in the discussions about that official act or action in any manner in his or her capacity as a public officer, though such member may still participate as a member of the public or private party, if applicable."



Code of Conduct and Conflict of Interest Policy

Adopted by the Board of Commissioners ____/____/____

Preamble

A public official must exercise his or her authority solely for the benefit of the public and, in fact, stand in a fiduciary relationship to the public. He or she is held to a most rigid standard with respect to any activity which places his or her individual interest in a position where collision with public responsibility becomes possible. Not only must public officials actually separate private interests from public responsibility, but must also give every appearance of this separation.

Definition

Commissioner. "Commissioner" means a member of the Central Vermont Regional Planning Commission's Board of Commissioners. Alternate Commissioners are considered "Commissioners" for purposes of this Policy.

Agent. An "Agent" is a party that has express (oral or written) or implied authority to act for the Commission so as to bring the Commission into a contractual relationship with another party. An agent is under the control (is obligated to) the Commission, and when acting within the scope of his or her authority delegated by the Commission binds the Commission with his or her acts.

Committee Member. "Committee Member" means a member of a committee formed by the Central Vermont Regional Planning Commission and under its authority via adopted Rules of Procedure. "Committee Member" also means a member of a project-based committee formed by the Commission to provide advice or recommendations to the Commission.

Applicability

This Policy applies in the event a Commissioner, employee, agent, or Committee member (collectively as "Party") of the Central Vermont Regional Planning Commission (Commission), whether or not the Committee member is a Commissioner:

1. has a personal or fiduciary relationship with any individual, partnership, firm or corporation seeking to contract with the Commission, or to provide materials or labor thereto;
2. has a personal or fiduciary interest in a project of the Commission or in a project before Act 250 or other regulatory board where the Commission is a party; or
3. is involved in any action or circumstance which might result in, or create the appearance of, undermining their independence or impartiality of action.

Commissioners are appointed by a municipal elected body to represent the interests of that municipality. Once appointed to the Board, Commissioners have a legal obligation to make decisions in the best interest of the Commission. A Commissioner's municipal perspective is an important part of those decisions. The Board of Commissioners has determined that Commissioners participating in discussions or decisions regarding the municipalities they represent does not constitute a conflict of interest because the Commissioner role functions in the public interest rather than a personal interest.

Code of Conduct

Parties of the Commission must take all reasonable steps to avoid any action or circumstance, whether or not strictly prohibited by this code, which might result in, or create the appearance of:

1. undermining their independence or impartiality of action;
2. taking official action on the basis of unfair considerations, unrelated to the merits of the matter;
3. giving preferential treatment to any interest on the basis of unfair considerations, unrelated to the merits of the matter;
4. using public office for the advancement of personal financial interests;
5. using public office to secure special privileges or exemptions; or
6. affecting adversely the confidence of the public in the integrity of affairs of the Commission.

This Code applies whether the Party's conduct would have a positive or negative effect on the action.

Party's of both the Commission and the Commission's sub-grantees will neither solicit nor accept gratuities, favors, or anything of monetary value (excluding calendars, pens, and other nominal items) from contractors, potential contractors, or parties to sub-agreements. In these cases, the gift must be disclosed to the Commission's Executive Director, or in the case of the Executive Director, to the Commission Chair.

Conflict of Interest

"Conflict of interest" means a personal or pecuniary interest of a Party. Such a conflict would arise when:

1. a Party of the Commission,
2. any member of his or her immediate family,
3. his or her partner, or
4. an organization which employs or is about to employ any of (1) through (3) above,

have a financial or other interest in or a tangible personal benefit in the outcome of any particular matter pending before the Commission, including the award of contracts and sub-contracts.

A real conflict of interest exists when a private interest exists leading to a personal benefit or gain. An apparent conflict of interest exists when there is a perception that a conflict of interest exists leading to a personal benefit or gain.

Party Actions

Upon joining the Commission or its committees, Parties will review and sign this Policy to indicate that they have read, understood, and agree to comply with it.

In the event a real or apparent conflict of interest, as herein defined, or a situation involving real or apparent impartiality does or would result, the Party must act as follows:

1. Prior to taking an official act or action or participating in any official act or action on the matter, publicly disclose at a public meeting or public hearing that s/he has an actual or perceived conflict of interest in the matter under consideration and disclose the nature of the actual or perceived conflict of interest.
2. Once there has been a disclosure of an actual or perceived conflict of interest, other public officers must be afforded an opportunity to ask questions or make comments about the situation.
- ~~3. state on the record the nature of his or her interest,~~
4. refrain from all formal or informal discussion with any other Parties with respect to such contract or project, and
5. must not vote on the question of its issuance or approval or disapproval.

Employee disclosure, actions, and sanctions are governed by the Commission's Personnel Policies. Agents must disclose such interest to the Executive Director immediately, either verbally or in writing, and must not be involved further in the question of the contract issuance.

No Party of the Commission may participate in the selection, award, or administration of a contract supported by a Federal or State award if he or she has a real or apparent conflict of interest. The Commission must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

Resolving Conflicting Interests and Situations Involving Impartiality

In the event a Commissioner or member of a Commission committee or workgroup is uncertain whether he or she has a conflict of interest in any matter or is challenged in any matter, the Board of Commissioners or the Committee or workgroup in which the Party is involved, must state for the record its position as determined by roll call vote.

The Board of Commissioners has the ultimate authority over conflict of interest and situations involving impartiality decisions for the Commission's committees and workgroups. It may negate a decision made by a committee or workgroup if it votes to override a conflict of interest decision made by those groups at the Commission's next meeting. Staff must appraise the Commission of any conflict of interest decisions made by a committee or workgroup.

The Commission's Personnel Policies govern resolution of conflict of interests regarding employees. In the event an Agent is uncertain or is challenged, the Executive Director must determine whether a conflict of interest exists.

Sanctions

Failure of a Party to sign the Policy will result in the individual or organization being barred from discussion and voting on Commission business and/or other sanctions imposed by the Commission. If the Party has been appointed to the Board of Commissioners or a committee by a municipality, the appointee's municipality also will be notified.

If a Party subject to this Code of Conduct and Conflict of Interest Policy violates the Policy, the following sanctions will apply:

1. Commissioner. Violations of this Policy by a Commissioner may result in removal from office. The Commission must make written report of a violation of this Policy to the governing body of the municipality the Commissioner represents. Additionally, the Commissioner may be removed temporarily or barred permanently from participating in the committee, project workgroup, or other Commission interest related to the conflict.
2. Employee. All employees are subject to the Commission's Personnel Policies. The Policies may provide additional guidance and standards for employee conduct in regards to conflicts of interest. Violations of this Policy or supplemental conflict of interest and code of conduct information in the Personnel Policies by employees will result in disciplinary actions as described in the Commission's Personnel Policies.
3. Agent. Violations of this Policy by an agent may result in removal from agent status. The Commission will document the violation in writing and maintain such documentation in the organization's files for future reference. Depending on the nature and extent of violation, an agent may be removed temporarily or barred permanently from acting on the Commission's behalf.
4. Committee Member. Violations of this Policy by a committee member may result in the committee member being removed temporarily or barred permanently from participating in the committee, project workgroup, or other Commission interest related to the conflict, or may result in the committee member being removed from the committee.

Acknowledgement

I acknowledge that I have read, understand, and agree to comply with this Policy.

Printed Name

Signature

Date

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Five Year Strategic Goals – FY19 Activities

09/30/18 Progress Report

Priority	Activity	Lead	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Goal 1: Enhance Financial Security														
H	Monthly financial reports	Nicole	X	X	6/30 ✓	7/31 & 8/31 ✓	X	X	X	X	X	X	X	X
H	Complete audit	Nicole				X								
H	Submit Audit/Indirect Proposal	Nicole					Audit				Indirect			
H	Identify strategies to reduce administrative hours	All				Digital timesheet entry to be initiated	X							
L	Contribute to reserve fund	Bonnie & Nicole												X
L	Update Personnel Policy Manual	Nancy with Bonnie	Attorney review in progress											X
H	Adopt Admin/Financial Procedures	Nancy with Nicole						X						
H	Add grants management procedures	Nancy With All												X
L	Develop 2 CFR staff training plan	Nancy with Nicole						Plan						

Priority	Activity	Lead	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
L	Implement 2 CFR staff training plan	Nancy with Nicole			Expense Reimburse					X		X		X
Goal 2: Create Operational Excellence														
L	Develop 3-year staff development guide	All			✕			X						
M	Conduct team building activities	Nancy With All	✓Celebrate a success		✓Share project idea	Field trip scheduled			X			X		
H	Finish Rules of Procedure for all committees	As assigned	Exec Com & CWAC adopted		Reg Plan Com drafted			X						
H	Designate Committee Chairs	As Assigned			✓									
H	Host Chair training	TBD				X								
H	Hold new Commissioner orientation meetings	Bonnie												
M	Survey Commissioners on meeting effectiveness	Bonnie With Nancy		✕	Nancy finalizing survey	X								
H	Update Commission bylaws	Bonnie	Committee Volunteers recruited											X
M	Clean office	All							X					

Priority	Activity	Lead	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
H	Plan structural space improvements	Nancy												X
H	Identify opportunities for office relocation	Nancy												X
Goal 3: Enhance Services														
M	Review Municipal Plans for priorities	Eric & Clare			Orange MPG application				X					
L	Survey municipal needs	Eric & Clare								X				
M	Solicit Commissioner input for FY20 Work Plan	Bonnie								X				
H	Train staff on project management	Dan			Finance reports used for budget management									X
H	Complete Plan Central VT	Clare											Draft	Review
Goal 4: Position CVRPC as Leader and Partner														
H	Publish News Briefs weekly	Nancy	✓	✓	✓									
H	Publish newsletter quarterly	Nancy With All		✓			X			X			X	
H	Develop press releases at milestones	All	X	✓	X	X	X	X	X	X	X	X	X	X
M	Develop project briefing sheets	All			X			X			X			X

Priority	Activity	Lead	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
L	Update Facebook page weekly	Nancy With All	✓	✓	✓									
H	Publish online data library	Eric	✕											X
M	Host bi-monthly trainings	All	✕		✓ Class IV Road Demo BMPs	Button Up	Em Ash Borer Inv/Plan		X		X		X	
M	Participate in 3 partner activities	All		THRIVE workgrp	Hunger Cncl Food Access Map									X
M	Serve as RPC lead for statewide effort	Sr Planners & Prog Mngr												X
H	Identify State plans/studies for comment	All	✓											
M	Comment on two plans, etc.	Sr Planners & Prgm Mngr			State Emergency Management Plan	Winooski & White Bain Plans								X



MEMO

Date: September 29, 2018
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Updates on Emerging Issues

Office Air Conditioning

The A/C unit has been replaced. The solution was to install a separate A/C unit as the heating portion of the combined unit is operational. Temperatures and humidity has returned to comfortable levels, and staff smiles have reappeared. Nancy deserves our appreciation for her perseverance to have the issue resolved sooner than next spring!

Request for CVRPC to Act as Fiscal Agent

The Montpelier Area Mountain Bike Association (MAMBA) has not contacted CVRPC still our initial meeting. Staff reached out earlier this week, and has not received a response. We understood the decision would need to occur in October.

Potential Change to ANR Policy on Indirect Rates

DEC Finance staff are conversing with VTrans to obtain the details on its process for reviewing and approving RPC indirect rates. This is expected to help the Department make a determination on whether those rates will be accepted as an equivalent to a federally negotiated/approved indirect rate by DEC. DEC has provided no response to questions regarding timing of its decision.

VTrans has been very helpful on this issues. It contacted the Federal Highways Administration (FHWA) to determine if FHWA would act as the “cognizant federal agency” for RPCs. FHWA indicated it could not because it does not pass funds directly to us. It verified that VTrans has the authority to negotiate and monitor RPC indirect rates because it is our pass through entity [2 CFR 200 Appendix VII, section D (1)].

RPC are preparing to contact the Agency of Administration to ask if the Secretary would either issue guidance related to this issue or amend State Bulletins 3.5 and 5 so that other agencies of state government honor the work VTrans does to negotiate and monitor RPC indirect rates. The level of State and RPC resources continually dedicated to this issue suggests it is time for the AoA to weigh in.

Potential State Proposal to Move VTrans Offices to E.F. Knapp Airport

The State is planning to relocate Agency of Education employees out of their offices in downtown Barre. Certain parts of the Agency of Transportation would move into the AOE's current offices, and Agency of Natural Resources employees would be relocated within the National Life building. The State indicated it is working with AOE on a preferred design, and planning would be ongoing for the next six months.

Municipal Plan Approvals

Waterbury – Plan updates were completed. The Selectboard warned its public hearing for mid-October.

Berlin – The Selectboard offered a compromise. It offered to make three immediate changes it considered non-substantive. It offered to make two substantive changes and bring the plan before voters in 2022. In follow up, I called the Town Administrator to apprise him that the request would be included in the Town Plan Review Committee's meeting packet. He was disappointed that the request didn't result in a change to the staff recommendation. He also understood that professional ethics does not allow staff to recommend approval if the plan does not warrant it.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION**Executive Committee****Minutes****July 2, 2018****Present:**☒ Julie Potter☐ Laura Hill-Eubanks☒ Michael Gray☒ Dara Torre☐ Steve Lotspeich☒ Janet Shatney☒ Byron Atwood

Staff: Bonnie Waninger, Nancy Chartrand, Dan Currier

Guests: None

Chair J. Potter called the meeting to order at 4:03 pm. Quorum was present to conduct business.

ADJUSTMENTS TO THE AGENDA

J. Potter requested an Executive Committee meeting on July 10 to approve a Personnel Policy change.

B. Waninger requested the cash flow projection be removed from the agenda. CVRPC's cash position is solid, and the reserve fund is growing. The Northfield stormwater construction contract is expected to impact cash flow in late summer. The timing will not be known until construction bids are obtained. Nicole anticipates the cash flow projection will be ready for review at the August meeting.

PUBLIC COMMENT

None.

D. Torre entered at 4:05 pm.

FINANCIAL REPORT

B. Waninger advised CVRPC's net income is on track for FY18 end. Its cash position is significantly improved from last year. B. Atwood questioned why net income was in excess of town dues. Waninger explained some of the net income resulted from CVRPC's financial shift to accrual accounting. CVRPC earned small net incomes on several product-based contracts. The projects were budgeted based on existing staff. When staffing changes occurred, the resulting personnel rate was lower than budgeted.

For revenues, Waninger noted CVRPC is at risk for overspending the ACCD contract. Staff is adjusting work. J. Potter observed that almost all Public Safety contracts are over-budget. B. Waninger noted CVRPC budgets conservatively for State Emergency Operations Center support. Revenues depend on State activation requests, and activations were higher this year. The remainder are related to challenges of project versus budget management and are being addressed.

1 Waninger noted two new contracts from previous drafts of the budget. Laura Ranker secured additional
2 LEPC funds of ~\$13,000. Dan Currier secured the Inclusive Planning grant for ~\$24,000.

3
4 *B. Atwood moved to accept the financial report; J. Shatney seconded. Motion carried.*

6 **CONTRACT / AGREEMENT AUTHORIZATION**

7 Inclusive Coordinated Transportation Partnership Project – The contract will require CVRPC to update its
8 Drug-Free Workplace policy. “In writing” notification must be added in several places. Also, when
9 notified of a drug violation conviction, CVRPC must require the employee to successfully participate
10 in a drug abuse rehabilitation program. CVRPC does not need to pay for this rehabilitation program,
11 only require participation. An updated policy will be provided for the special meeting on July 10.

12 *J. Shatney moved to authorize the Executive Director to sign the Inclusive Coordinated Transportation*
13 *Partnership Project grant agreement; D. Torre seconded. Motion carried.*

14
15 State Emergency Operations Center Support Memorandum of Agreement Amendment 1 - B. Waninger
16 advised this is an after the fact amendment. Staff is unsure whether the Executive Committee
17 authorized signature of the original MOU in 2014 since the contract amount was unknown. The
18 \$25,000 signature threshold may be exceeded, so staff is requesting after the fact authorization.

19
20 *B. Atwood moved to authorize the Executive Director to sign the State Emergency Operations Center*
21 *Support Memorandum of Agreement Amendment; M. Gray seconded. Motion carried.*

23 **FY19 TRANSPORTATION PLANNING INITIATIVE WORK PLAN AND BUDGET**

24 Dan Currier provided an overview of the FY19 work plan and budget. This contract covers
25 transportation planning activities beginning October 1. The TAC approved the budget and work plan.

26
27 The contract’s goal is to enhance cooperation between local and state transportation planning. Currier
28 reviewed areas of work, which are largely unchanged from FFY18. CVRPC spends the majority of its
29 efforts in short range planning, which includes field inventories. VTrans requested inclusion of VOBCIT
30 (Vermont Online Bridge and Culvert Inventory Tool) coaching. The contract is level funded from FFY18.
31 Funds were allocated differently based on estimated areas of work and past experience.

32
33 J. Potter confirmed the process is for that Executive Committee approves the Work Plan and Budget,
34 CVRPC submits it to VTrans, and then VTrans returns a contract to CVRPC. She commended Dan for
35 increasing the readability of the Work Plan and Budget in recent years.

36
37 *D. Torre moved to approve the CVRPC’s FY19 Transportation Planning Initiative Work Plan and Budget*
38 *for submission to VTrans; M. Gray seconded. Motion carried.*

40 **CREDIT CARD ACCOUNT**

41 N. Chartrand provided an overview of the research done to pursue obtaining a business credit card. B.
42 Waninger noted staff would provide a credit card account policy for adoption in August.

1
2 *B. Atwood moved to open a credit card account with a \$5,000 maximum limit and authorize signing the*
3 *resolution; J. Shatney seconded. Discussion included that bylaws may be a bit gray on this item so clarity*
4 *should be provided during the update process. Motion carried.*
5

6 Waninger clarified the bank representative had confirmed the resolution wording related to CVRPC
7 being a municipality and the Executive Committee signing on behalf of the Board was okay as long as the
8 Executive Committee could act on the Board's behalf. The Board Secretary signs as Board Clerk.
9 Chartrand confirmed no fees applied to the card.
10

11 **BROWNFIELDS PROGRAM**

12 The brownfield grant ends September 30. The Brownfields Committee has struggled with quorum. This
13 can delay work 2-4 weeks, which is creating problems completing work. CVRPC has eligible sites
14 requesting work, but staff does not have approval to spend funds. The Brownfields Committee
15 approved priorities for spending. Staff is requesting authority for the Executive Director to authorize
16 work through the grant's conclusion, if needed. B. Waninger noted this approval is for only through this
17 grant's conclusion. She may request long-term approval in the future if needed.
18

19 *B. Atwood moved to authorize the Executive Director to sign contracts for brownfields services at*
20 *properties when the Brownfields Advisory Committee is unable to approve the work in a timely manner*
21 *and when the work would benefit CVRPC's Brownfields Program; J. Shatney seconded. Motion carried.*
22

23 **FY19 WORK PLAN & BUDGET**

24 J. Potter noted drafts were discussed previously. Waninger reviewed work plan development and how
25 work is funded. ACCD funds are 21% of the budget; annual contracts 23%; one-time projects 51%; and
26 town dues 6%. One time funds must be replaced annually. They are the greatest area of risk. B.
27 Atwood inquired about the leverage of town monies. The remainder of the budget relies on dues.
28

29 J. Shatney asked what LEOP assistance is offered. Waninger said it was a range of service from assisting
30 to write the LEOP to a verification check and submission to VEM. The level of effort varies from town to
31 town based on the needs. Shatney requested CVRPC assistance with the FY19 LEOP/LEMP update for
32 Barre City. Waninger said CVRPC will budget for this in the upcoming application.
33

34 Waninger noted the FY19 budget is balanced. Net income is less robust. Revenues for the High
35 Meadows project were received in FY18 so they do not show in the budget. They are listed as restricted
36 income on the balance sheet. They will fund ~\$29,000 in personnel and other expenses in FY19.
37 Revenues decreased due to contract completions. FY17's extraordinary events meant staff was unable
38 to write applications to replace one-time project funds. Staff anticipates FY17 events will impact CVRPC
39 for another two years with decreasing effects. The budget includes limited professional development.
40 The note on Revenues Line 28 – CWBG Berlin - should read \$8,000 vs. \$103,600 in pass through funds.
41

42 *J. Shatney moved to adopt the FY19 Work Plan and Budget; M. Gray seconded. Motion carried.*

1
2 **POLICIES & PROCEDURES**

3 Grant Application Signatory – *B. Atwood moved to authorize the Executive Director or her/his designee*
4 *as signatory for grant applications; D. Torre seconded. Motion carried.*
5

6 Executive Committee Rules of Procedure – An initial draft was provided in January and resulted in the
7 code of conduct and conflict of interest policy update. Information from the Commission's bylaws
8 and subsequent Board guidance was transitioned to the Rules of Procedures' framework. Areas staff
9 identified for discussion were considered. Language related to policy approval was refined, and a
10 function related to ensuring organizational transparency was added.
11

12 *M. Gray moved to recommend the Executive Committee Rules of Procedure to the Board of*
13 *Commissioners with the changes discussed; B. Atwood seconded. Motion carried.*
14

15 **CVRPC BYLAW UPDATE**

16 A recommended process was included with the meeting packet. Staff recommends a committee of at
17 least 3, but not larger than 7, members. D. Torre inquired if alternates could participate. Committee
18 appointments are the full Commission's purview so they can if the Commission appoints them.
19

20 The Committee thought the process would benefit from Executive Committee vetting. It recommends
21 the Bylaws Committee be a working group of the Executive Committee. Staff will add a solicitation of
22 volunteers to the July Commission agenda and committee appointment to the September agenda.
23

24 **CONSENT ITEMS**

25 *B. Atwood moved to approve the June 4, 2018 Executive Committee minutes as presented; M. Gray*
26 *seconded. Motion carried.*
27

28 **COMMISSION MEETING AGENDA**

29 The Committee briefly discussed the VELCO and CVEDC presentations. J. Potter inquired whether she
30 has a conflict of interest if she signs the Plan Approval and Confirmation resolution for East Montpelier.
31 Committee members felt this would not be a conflict because they are Commission decisions.
32

33 *D. Torre moved to approve the Commission meeting agenda with the bylaw committee informational*
34 *item added; M. Gray seconded. Motion carried.*
35

36 **ADJOURN**

37 *J. Shatney moved to adjourn at 6:08 pm; B. Atwood seconded. Motion carried.*
38

39 Respectfully submitted,
40

41 Nancy Chartrand
42 Office Manager

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
Minutes
July 10, 2018 Special Meeting

Present:

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

Staff: Bonnie Waninger, Nancy Chartrand

Guests: None

Chair J. Potter called the meeting to order at 6:45 pm. Quorum was present to conduct business.

ADJUSTMENTS TO THE AGENDA

None

PUBLIC COMMENT

None

CONTRACT/AGREEMENT AUTHORIZATION

B. Waninger noted two changes: a) Task 6, Parcel Mapping, has been incorporated into Task 4, Statewide Initiative, to match the work program, and b) Appendix 2, Consultation Report, was changed to reflect Berlin's plan adoption.

B. Atwood moved to authorize the Executive Director to sign the agreement with the VT Agency of Commerce and Community Development for FY19; M. Gray seconded. In discussion: J. Shatney asked if budget was disrupted by E. Vorwald's departure. B. Waninger said it was not, but spending patterns may change. B. Atwood inquired whether CVRPC would not complete work due to this departure. B. Waninger advised not so far. Other staff are filling the gap. J. Shatney inquired if requirements were any different. B. Waninger said they were similar. Motion carried.

POLICIES & PROCEDURES

J. Shatney moved to adopt the Personnel Policy Manual update; D. Torre seconded. Motion carried.

ADJOURN

B. Atwood moved to adjourn at 6:56 pm; M. Gray seconded. Motion carried.

Respectfully submitted,

Nancy Chartrand
Office Manager

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT Minutes
July 16, 2018 Special Meeting

Present:

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

Staff: Bonnie Waninger

Guests: None

J. Potter called the meeting to order at 3:45 pm. Quorum was present to conduct business.

ADJUSTMENTS TO THE AGENDA

None.

PUBLIC COMMENT

None.

SYSTEM FOR AWARD MANAGEMENT ADMINISTRATOR

J. Shatney moved to authorize Chair to sign the letter appointing the Executive Directors as the Entity Administrator and attesting to registration information accuracy; L. Hill-Eubanks seconded. Motion carried.

ADJOURN

D. Torre moved to adjourn at 3:50 pm.

Respectfully submitted,

Bonnie Waninger
Executive Director

CENTRAL VERMONT REGIONAL PLANNING COMMISSION**Executive Committee****Minutes****September 4, 2018****Present:**☒ Julie Potter☒ Laura Hill-Eubanks☐ Michael Gray☒ Dara Torre☒ Steve Lotspeich☒ Janet Shatney☐ Byron Atwood

Staff: Bonnie Waninger, Nancy Chartrand, Nicole Sancibrian

Guests: None

Chair Potter called the meeting to order at 4:03 pm. Quorum was present to conduct business.

ADJUSTMENTS TO THE AGENDA

Waninger requested approval for the Moretown Class IV Roads contract be added to the agenda. The amount of the contract has increased to the threshold for Committee approval.

PUBLIC COMMENT

None

FINANCIAL REPORT

N. Sancibrian presented the June 30 financial reports. She said there should not be any substantial changes to this information post-audit. All reconciliation has been completed prior to the audit.

CVRPC ended FY18 with a net income of \$98,369.60. The income represents not using municipal dues for match and High Meadows monies to be used for future expenses. Well run task based projects earned small profits; these were balanced by projects with cost overruns. CVRPC contributed \$26,000 to its reserve fund. Sancibrian feels the balance sheet is very clean and does not expect any issues.

The Committee discussed 90+ day receivables. Sancibrian noted some grants can only be billed at specific times (ex. end of contract or deliverable met). CVRPC can complete invoices for accruing the income; however, the invoices cannot be sent or paid until contract specifications are met. Sancibrian noted only a very small percentage of 90+ day invoices are past-due.

J. Shatney asked about DEMHS DPS MOU. Waninger explained this contract is a Memorandum of Understanding between RPCs and Vermont Emergency Management, formerly DEMHS. It is for disaster response. When activated by VEM, RPCs contact towns to ascertain what, if any, damages have been identified. RPCs also provide up to three staff for the State Emergency Operations Center. This contract helps insure that when municipalities need emergency assistance, the State is aware of those needs.

1
2 The Paid Time Off (PTO) report is provided quarterly at the Committee's request. Paid Time Off includes
3 Compensatory Time, Vacation and Sick Leave. Compensatory time and vacation are listed as Current
4 Liabilities on the Balance Sheet. Sick Leave is not listed because it is not paid out when an employee's
5 service ends. Sancibrian confirmed that the Compensatory Time balance was paid for fiscal year end in
6 accordance with the Commission's Personnel Policy. Waninger confirmed that vacation carries over and
7 is capped based on years of services. CVRPC does not have a policy regarding sharing of sick leave.
8

9 For Revenues and Expenditures, Sancibrian said Total Income is primarily related to ERP Northfield
10 Village and the Clean Water Block Grant – i.e. mainly consultant income.
11

12 Sancibrian reviewed the cash flow projection. Though money is earned and CVRPC is entitled to it,
13 contract restrictions may limit when it can be collected. Hence timing of payments versus expenditures
14 will impact cash flow as early as November 2018. Staff recommends a line of credit (LOC) be reopened
15 as the limited LOC from People's Bank has expired. The Committee directed staff to pursue a new LOC.
16

17 **RPC FINANCE**

18 Sancibrian provided a training on the indirect cost rate. These are costs that cannot be attributed to a
19 specific grant, and must be recouped. The "indirect rate" provides a way to recoup them. Sancibrian
20 noted CVRPC's indirect costs are very stable. For FY19, indirect costs were steady, however fewer
21 billable grants meant decreased direct costs. This increased the indirect rate because it is a proportion.
22

23 Drivers of indirect costs can be contracting services, unanticipated sick time, staff onboarding, staff
24 vacancies, etc. It is important that staff understand how billables work to ensure they are direct
25 charging eligible work. Potter recommended sharing these concepts with staff in greater detail so they
26 understand the importance of securing grants and maintaining efficiency in completing work.
27

28 Lotspeich inquired about the delay in applying the rate (i.e. 2 years). Sancibrian explained that the rate
29 uses audited numbers to make future projections. The audit occurs in October after the new fiscal year
30 start. Because organization don't want to hold July-October bills for the new rate, the new rate is
31 applied beginning the following July.
32

33 Potter thanked Sancibrian for her information.
34

35 **CONTRACTS & AGREEMENTS AUTHORIZATION**

36 VT Agency of Transportation FFY18 Transportation Planning Initiative (TPI) Budget adjustment – J.

37 *Shatney moved to authorize the Executive Director to sign the grant amendment for TPI; S. Lotspeich*
38 *seconded. Motion carried.*
39

40 Nicole Sancibrian – Accounting Services Amendment – L. Hill-Eubanks moved to authorize the Executive
41 Director to sign the after-the-fact contract amendment; D. Torre seconded. Motion carried.
42

1 Town of Worcester and Town of Moretown – Class 4 Road Demonstration Amendment 1 - Waninger
2 explained that the towns completed additional road segments. Funding is available for these costs.

3
4 *S. Lotspeich moved to authorize the Executive Director to sign contract amendments with Worcester*
5 *and Moretown increasing both contracts to \$25,000; J. Shatney seconded. Motion carried.*
6

7 **FY19 BUDGET ADJUSTMENT**

8 Waninger advised there is \$14,030 carryover from FY18 state allocation funds. In anticipation that ACCD
9 will allow this rollover, staff is requesting a FY19 budget adjustment to include the carryover. The
10 budget also adjusts for actual 7/1 contract balances and expense adjustments related to personnel
11 benefits election, internship extension, and previously discussed personnel changes.

12
13 *L. Hill Eubanks moved to adopt the FY19 Budget Adjustment; S. Lotspeich seconded. Motion carried.*
14

15 **SEP – INDIVIDUAL RETIREMENT ACCOUNTS CONTRIBUTION AGREEMENT**

16 Potter advised a new form is required for the SEP retirement benefit.

17
18 *J. Shatney moved to authorize the Executive Director to sign IRS Form 5305-SEP; L. Hill-Eubanks*
19 *seconded. Motion carried.*
20

21 **POLICIES & PROCEDURES**

22 Employee Use of Credit Cards or Charge Accounts Policy - Waninger advised there are two components
23 – one is policy and the second is procedure. The policy needs to be adopted. The procedure is provided
24 so the Committee understands internal controls for utilization of the credit cards and charge accounts.
25 Waninger noted Pam DeAndrea is going to address security for online purchases. Staff signs an
26 acknowledgement form indicating they have read and understand the policy.

27
28 *L. Hill Eubanks moved to adopt the Employee Use of Credit Cards or Charge Accounts Policy; D. Torre*
29 *seconded. Motion carried.*
30

31 **COMMITTEES**

32 Potter briefly reviewed the memo outlined on page 42 of the packet and the recommendation that
33 Town Plan Review Committee would be the committee of jurisdiction for municipal energy plan
34 certification. Lotspeich commented it makes a lot of sense to keep it with one committee. Potter
35 advised there is a choice as to whether or not Executive Committee makes this designation or
36 recommends the Commission to make this designation.

37
38 *J. Shatney moved to designate the Town Plan Review Committee as the committee of jurisdiction for*
39 *municipal energy plan certifications; L. Hill-Eubanks seconded. Motion carried.*
40
41

EMERGING ISSUES

Waninger provided an overview of the emerging issues, including office air conditioning, potential fiscal agent request, ANR update to indirect rate policy, potential State proposal to move VTrans offices to EF Knapp Airport in Berlin, and Municipal Plan approvals. No action is required on any of the items.

It was noted that the Regional Plan states government offices should be in regional or town centers. If state offices are moves to airport permanently, it would be in conflict with the Regional Plan. The Committee suggested staff discuss this with the State.

CONSENT ITEMS

The items were postponed to October.

COMMISSION MEETING AGENDA

J. Shatney moved to approve the Commission meeting agenda as drafted; D. Torre seconded. Motion carried.

D. Torre and S. Lotspeich left the meeting due to other commitments. The Committee no longer had quorum.

EXECUTIVE SESSION

None held. A document was provided in advance for the Committee's information.

ADJOURN

Chair Potter adjourned the meeting at 6:10 pm as quorum was no longer present to conduct business.

Respectfully submitted,

Nancy Chartrand
Office Manager

1 **CENTRAL VERMONT REGIONAL PLANNING COMMISSION**2 **Executive Committee**3 **DRAFT Minutes**4 **September 11, 2018**5
6 **Present:**☒ Julie Potter☒ Laura Hill-Eubanks☐ Michael Gray☒ Dara Torre☒ Steve Lotspeich☒ Janet Shatney☐ Byron Atwood7
8 Staff: Bonnie Waninger

9 Guests: None

10
11 Chair Potter called the meeting to order at 6:46 pm. Quorum was present to conduct business.12
13 **ADJUSTMENTS TO THE AGENDA**

14 None.

15
16 **PUBLIC COMMENT**

17 None.

18
19 **CONTRACTS & AGREEMENTS AUTHORIZATION**20 VT Agency of Transportation FFY19 Transportation Planning Initiative (TPI) – S. Lotspeich moved to
21 *authorize the Executive Director to sign the grant agreement; J. Shatney seconded. Motion carried.*22
23 **ADJOURN**24 *L. Hill-Eubanks moved to adjourn at 6:55 pm; J. Shatney seconded. Motion carried.*25
26 Respectfully submitted,27
28 Bonnie Waninger

29 Executive Director

Executive Director's Report

September 28, 2018

The Future of Rural Housing

Earlier this week, I met with Eileen Pelletier, Director of Downstreet Housing and Community Development. We share concerns about the future of rural housing in Vermont. As younger people move into cities and developed areas, we've been asking, "Who will buy houses owned by older people in rural areas when they are ready to transition into smaller residences and assisted living facilities?"

Vermont's Aging in Place policy helped address its statewide housing crisis, enabling older Vermonters to stay in their homes. Now, and increasingly in the upcoming years, these residents will be required to update their homes, associated facilities like garages and barns, and install new infrastructure for water and wastewater. They will also need to access services, like medical facilities, which they may use more frequently as they age. As incomes decrease and needs increase, older people and their families may look to local and state government to help address their needs.

CVRPC and Downstreet will be working together to highlight this emerging challenge. We've agreed to bring people together to strategize about the future of rural housing. Our hope is to build conversations about the tools towns, the State, and the banking industry will need to combat rural housing degradation, address social issues, and transition a potential problem into a positive outcome.

Community Engagement: Start Small to Excel

Municipal Planning Grant season offers our staff an opportunity to consult with subject area experts on municipal planning topics. This year, several communities are proposing projects related to community engagement. East Montpelier aims to engage residents in discussions about zoning changes. Orange will work to increase volunteerism and develop human capital to implement its town plan. Cabot will connect its village center to other destinations by engaging private landowners about trails.

Working with Orange, I had the opportunity to chat with Rebecca Sandborn Stone, an engagement specialist and planner. Rebecca reminded me that starting small can yield more success than thinking big because it has an advantage of not exhausting existing volunteers. Orange has seen success with start-up projects – recreation fields, Friday Night pizza using an outdoor oven, and an annual Heritage Day. In each case, when the initial volunteers were ready to step back, new volunteers didn't emerge. Rebecca suggested the town would benefit from developing strategies for longer term engagement. Orange will be proposing a series of (small) events that bring people together for fun while offering opportunities for conversations. The Town Planning Commission hopes a future outcome will be issue-based committees. Starting small means its immediate goal is to double the number of people currently engaged in town plan issues.



Central Vermont Regional Planning Commission

BOARD OF COMMISSIONERS

October 9, 2018 at 7:00 pm

Central VT Chamber of Commerce Conference Room, 963 Paine Turnpike North, Berlin

<u>Page</u>	<u>Time</u>	<u>AGENDA</u>
	7:00 ¹	Adjustments to the Agenda
		Public Comments
	7:05	Municipal Plan Approval & Confirmation of Planning Process, Bill Arrand, Town Plan Review Committee Chair (enclosed) ²
		Report and recommended from Town Plan Review Committee regarding:
		a) Marshfield
		- Approval of the <i>2018 Marshfield Town Plan</i> per 24 V.S.A. § 4350(b)
		- Confirmation of the Town of Marshfield planning process per 24 V.S.A. § 4350(a)
	7:15	b) Berlin
		- Approval of <i>A Town Plan for Berlin, VT (Aug 2018)</i> per 24 V.S.A. § 4350(b)
		- Confirmation of the Town of Berlin planning process per 24 V.S.A. § 4350(a)
	8:00	Winooski Tactical Basin Plan, Karen Bates, VT Dept. of Environmental Conservation, Clare Rock & Pam DeAndrea (enclosed) ²
		a) Presentation and acceptance of public comments
		b) Act on Regional Plan Committee recommendation regarding comments to ANR, the Plan's compatibility with the Regional Plan, and prioritization of projects.
	8:20	White River Tactical Basin Plan, Danielle Owczarski, VT Dept. of Environmental Conservation, Laura Ranker & Pam DeAndrea (enclosed) ²
		a) Presentation and acceptance of public comments
		b) Act on Regional Plan Committee recommendation regarding comments to ANR, the Plan's compatibility with the Regional Plan, and prioritization of projects.
	8:45	Meeting Minutes – September 11, 2018 (enclosed) ²
	8:50	Reports (enclosed)
		Updates and questions on Staff, Executive Director, and Committee Reports
	9:00	Adjournment

Next Meeting: November 13, 2018

¹ Times are approximate unless otherwise advertised.

² Anticipated action item.