

EXECUTIVE COMMITTEE

November 5, 2018

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

Page	AGENDA	
	4:00 ¹	Adjustments to the Agenda
		Public Comment
2	4:05	Line of Credit (enclosed) ²
		Accept the terms and conditions of the Line of Credit offered by Community National Bank
		and designate signatories for account documents and transactions.
10	4:15	Financial Report (enclosed) ²
		Including 9/30 Paid Time Office values
18	4:30	Contract/Agreement Authorization (enclosed) ²
23		a) Northwest Regional Planning Commission – Municipal Grants in Aid FY19
36		b) Vermont Agency of Transportation – Memorandum of Understanding Regarding
40		Indirect Cost Rates
		c) Chittenden County Regional Planning Commission – Tactical Basin Planning Support
74	4:40	Health Insurance (enclosed) ²
		Set CY2019 health insurance benefit
76	4:55	Commissioner Survey (enclosed)
		Review of the survey.
81	5:15	Hiring Update (enclosed)
82	5:20	FY18 GIS Services Report (enclosed)
83	5:30	Consent Items (enclosed) ²
		a) Meeting Minutes – October 1, 2018
88	5:35	Commission Meeting Agenda (enclosed) ²
	5:40	Adjourn

Next Meeting: Monday, December 3, 2018

¹ All times are approximate unless otherwise advertised

² Anticipated action item



MEMO

Date: October 31, 2018

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Line of Credit

☒ ACTIONS REQUESTED: Multiple actions are requested:

- 1) Accept the terms and conditions of the Line of Credit offered by Community National Bank as described in the October 26, 2018 Commitment for Financing letter.
- 2) Designate the Chair as signatory for documents required to execute the Line of Credit.
- 3) Designate the Chair, Treasurer and Executive Director as account signatories.

The Executive Committee previously approved having CVRPC open a Line of Credit to facilitate cash flow and designated the Chair as signatory for opening the account. Based on CVRPC's financials, a cash flow projection, and grants receivable, Community National Bank (CNB) is offering a \$100,000 Line of Credit at a variable interest rate of prime plus 2%. This is a one year offer with the potential for extension. The annual fee will be \$500. Terms require CVRPC to move its primary operating account to CNB. The account is currently with People's United Bank.

The Committee approved some of the requested actions previously. Now that CNB has offered terms for the Line of Credit, it has requested specific documents be executed. Staff recommends signatories for the account be the Chair, Treasurer, and Executive Director, which is similar to other CVRPC accounts. Financial Reports will include information if/when CVRPC accesses the Line of Credit.

Commitment for Financing

Central Vermont Regional Planning Commission

Regan J. Howard

VP, Commercial Lending

Community National Bank

p. 802 479 7710

c. 802 793 7225

rhoward@communitynationalbank.com



October 26, 2018

Central Vermont Regional Planning Commission Delivered Electronically Attention: Nicole Sancibrien, CPA

Dear Nicole,

I am pleased to advise you that Community National Bank ("Bank") hereby agrees to offer you a commitment to provide a revolving line of credit for working capital purposes.

Borrowers: Central Vermont Regional Planning Commission

Request

Amount: The Approved amount of the Line of Credit is \$100,000.

Purpose: Working capital – fund grants receivable

Term/Interest Rate: The Line of Credit will bear a variable interest rate, based on the Low Wall Street Prime "Prime Rate" so called, plus 2%. The interest rate in effect as of the date of this letter is 7.25%. The interest rate will change on the first day of the month following a change in the Prime Rate of interest.

The Line of Credit will mature on 11/1/20, but is subject to an annual review by the Bank each year. The expiration or maturity date may be further extended but only at the discretion of the Bank.

Fees: The Line of Credit shall be subject to an annual renewal fee of \$500 or an amount otherwise determined by the bank

Schedule of Repayment: The Borrower shall pay monthly, any accrued interest outstanding. Said payments shall be due on the first day of each month.

Collateral: Blanket lien UCC filing on all assets of the Commission.

Prepayment: You may prepay all or a part of this loan at any time without penalty

ADDITIONAL REQUIREMENTS:

• Borrower to establish its primary deposit operating account with Community National Bank.

Reimbursement of expenses: Unless otherwise agreed to in writing, the making of the loan(s) described herein will be made without cost to the Bank. Whether or not this commitment is terminated for any reason and whether or not the loan is closed, the Borrower agrees to reimburse the Bank for all out-of-pocket expenses the Bank incurs in documenting and closing this loan, including but not limited to: appraisals, lien searches, environmental surveys or evaluations, recording and filing fees, taxes, inspection fees, all legal fees including Bank Counsel review and preparation of documents, and any other such customary and reasonable expenses as are normally and reasonably incurred in connection with the making of this loan.

Financial Statement Information: On an annual basis, the following must be provided to the Bank within 120 days of fiscal/calendar year end unless otherwise noted:

Annual company prepared financial statements

Any additional financial information as is reasonably requested by Bank.

Legal Organization: Borrower, or Borrower's attorney, shall provide the Bank with documented verification of the Borrower's legal form of organization and ownership as evidenced by a Certificate of Good Standing, Certificate of Organization, and including copies of Borrower's Corporate Bylaws/Operating Agreement/Partnership and/or Opinion of Counsel (if applicable).

Resolutions of Authority: Formal resolutions of authority to be signed at closing by all authorized signers, covering this loan transaction as well as for deposit account authorization, to be prepared by the Bank, if applicable.

Loan Agreement: If applicable, the Bank may require a separate loan agreement containing additional terms and conditions not included herein, to be executed at closing by all parties.

Additional Documents and Collateral: This commitment letter does not contain all of the terms and provisions which may be included in the final loan documents. The Borrower agrees to execute and deliver such other instruments, documents, certificates, opinions, assurances, security agreements, mortgages, pledges and assignments as the Bank may request, to effect the purpose of the transaction as described in this commitment letter. The Bank's obligation to make the loan shall be subject to receipt by the Bank of properly executed documents in a form and substance satisfactory to the Bank and Bank's counsel. All proceedings, agreements, instruments, documents, and other matters relating to the making of the loan, and all other transactions herein contemplated, shall be satisfactory to the Bank and to Bank's counsel.

Right to On-going Review: This commitment is based upon information which has been made currently available to the Bank concerning the Borrower. The Bank reserves the right to review this commitment from time to time and to modify or amend its terms and conditions as may be required by any material adverse change in circumstances or by newly disclosed information.

Change in Circumstances and Termination: The Bank reserves the right to terminate and cancel this commitment without liability and refuse to close the loan in the event of any material adverse change in the financial or other circumstances or conditions of the Borrower, or that of any Co-Borrower(s), Cosigner(s), or Guarantor(s). This commitment is issued in reliance on, and the validity and binding effect of this commitment shall be subject to, the accuracy of all information, representations, schedules, and other materials or data submitted by the Borrower concerning the Borrower's financial and legal standing, and the financial and legal standing of any Co-Borrower(s), Cosigner(s), or Guarantor(s), as set forth in the financial statements and other information submitted by the Borrower to the Bank, and in reliance on the Borrower's statements as to the value of the Collateral and its intended usage, all of which is deemed material. Any misrepresentation of a material fact, whether intentional or otherwise, made prior to the issuance of this commitment, or any change of any material fact after the issuance hereof shall, at the Bank's sole option, render this commitment void without further notice to the Borrower. In such an event, the Bank, at its sole option, may elect not to close the loan.

Survival of Conditions: It is expressly understood and agreed that the terms, conditions, requirements and obligations of this commitment shall survive the closing date hereto and remain in full force and effect after the closing of the loan whether the loan is closed within or outside the applicable commitment expiration period, unless specifically amended in writing.

This commitment is not assignable.

Please acknowledge your acceptance of the terms and conditions of this commitment letter by signing and dating the acceptance page of this letter and returning the original back to the Bank This commitment will expire forty-five (45) days from the date hereof. You should acknowledge receipt of this commitment letter by signing the acknowledgement clause on the enclosed copy of this letter and returning it to us no later than November 16, 2018 (15 business days after the date of this letter.) If we have not received acknowledgement from you by this time, this commitment shall be null and void.

We are pleased to have this opportunity to serve you and invite your questions if any portion of this letter is not clear. Please feel free to give me a call at 479-7719. Thank you for providing Community National Bank with the opportunity to serve your banking needs.

Sincerely

Regan J. H

Vice President, Commercial Lending

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ACCEPTANCE PAGE

BO	RRC	OWER	(S):

I/We, ______(Customer name), acting as Duly Authorized Agents of the Borrower, do hereby accept the terms and conditions as set forth in this commitment letter dated Date specifically relating to the aforementioned and described offer of commercial financing provided for herein by Community National Bank.

Executive Committee



November 5, 2018

Regan Howard Community National Bank 316 North Main Street Barre VT 05641

Dear Regan,

This letter certifies that the Chair of the Central Vermont Regional Planning Commission Board of Commissioners, Juliana Potter, is authorized to sign for a business line of credit from Community National Bank in the amount of \$100,000 on behalf of the Central Vermont Regional Planning Commission.

The Commission also designates signatories on the account as the Chair, Treasurer, and Executive Director. These positions are currently held by Juliana Potter, Michael Gray, and Bonnie Waninger respectively.

Sincerely,	
Officers of the Central Vermont Regiona	al Planning Commission Board of Commissioners
Juliana Potter, Chair	Laura Hill-Eubanks, Vice Chair
Michael Gray, Treasurer	Dara Torre, Secretary

Central Vermont Regional Planning Commission

MEMO

Date: November 1, 2018
To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Financial Reports

ACTION REQUESTED: Accept the unaudited Financial Reports.

Summary

The Commission has a net income of \$107,778 as of September 30. It consists of Town Dues and the difference between actual administrative costs and the costs recovered through the indirect rate. Use of compensatory and vacation time during the holiday season and training of new staff will reduce the over recovery of indirect costs in the upcoming months. Net income will continue to decrease through the year. Currently, staff is projecting an end-of-year net income of \$0, which is an improvement over the -\$29,000 projected in the budget.

The following are highlights of on the overall financial position:

Balance Sheet

- Current Assets Cash will continue to improve through October before it decreases in November as product-based contracts begin to close and work on the High Meadows project increases.
- Accounts Receivable All >90-day receivables are collectible. They consist of retainage payments
 that arrived in October, delayed first quarter invoicing due to audit preparation, and bills for accrued
 earnings that cannot be sent to the funder until a specific time (ex. contract end).
- Deferred Income ACCD expenses are running higher than anticipated due to match and overage associated with September contract closes.

Statement of Revenues and Expenditures (Profit & Loss Statement)

Overall, both revenues and expenses are low due to vacancy in the Land Use position.

Revenues

Brownfields grant billing is incomplete. We are awaiting 9/30 invoices from consultants. The contract
closed on 9/30 and both consultants and the Commission want to insure full billing occurs before we
close out the grant.

- The 12/31 budget adjustment will result in significant changes to the FY19 budget for ERP Northfield, SWCRPC Clean Water Block Grant, and DEC Class IV Road Demonstration projects. Construction anticipated for fall 2018 will occur next summer. This should not cause a hardship for the Commission because these are primarily contractor pass through funds.
- The 12/31 budget adjustment will increase the budget for Water Quality to reflect the FY19 actual award.
- Miscellaneous income is the assessment cost share funds from brownfield property owners.

Expenses

- Copier Lease Payment This is negative because it reflects a reimbursement of five months of lease payments for the old copier. The Commission paid bills in FY18, and the reimbursement was made in FY 19. The auditor directed the Commission keep the refund in FY19.
- Billable Supplies Budgeted but optional transportation supply purchases are made at contract end in September.
- Office Supplies Nicole identified a misclassification of expense and is correcting this item.
- Workers Comp The negative expense reflects the FY18 refund. The auditor directed the Commission keep the refund in FY19.

11/05/18

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Central Vermont Regional Planning Commission Balance Sheet

Accrual Basis As of September 30, 2018

	Sep 30, 18
ASSETS	
Current Assets Checking/Savings	
Checking Northfield Savings - Reserve	137,884.05 61,399.62
Total Checking/Savings	199,283.67
Accounts Receivable Accounts Receivable	196,946.28
Total Accounts Receivable	196,946.28
Total Current Assets	396,229.95
Fixed Assets Equipment Equipment - Accum. Depreciation	50,203.31 -31,581.00
Total Fixed Assets	18,622.31
Other Assets Deposits Prepaid Expenses	4,415.00 2,520.27
Total Other Assets	6,935.27
TOTAL ASSETS	421,787.53
LIABILITIES & EQUITY Liabilities Current Liabilities	
Accounts Payable *Accounts Payable	30,663.33
Total Accounts Payable	30,663.33
Other Current Liabilities Accrued Compensatory Time Accrued Vacation Deferred Income	4,246.45 18,161.52
ACCD Product Based Projects	346.60
Product Based Projects ERP - Mad Kingsbury Stormwater ERP - Northfield Water St.	29,123.72 29,651.54
Total Product Based Projects	58,775.26
Total Deferred Income	59,121.86
HSA deductible withholding Pension Liability State withholding	825.00 4,377.39 398.33
Total Other Current Liabilities	87,130.55
Total Current Liabilities	117,793.88
Total Liabilities	117,793.88
Equity Invested in Fixed Assets Unrestricted Net Position	18,622.34
Designated for High Meadows Unrestricted Net Position - Other	20,635.42 156,957.89
Total Unrestricted Net Position	177,593.31
Net Income	107,778.00
Total Equity	303,993.65
TOTAL LIABILITIES & EQUITY	421,787.53

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Central Vermont Regional Planning Commission A/R Aging Summary

As of September 30, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
ACCD - FY18						
Core Muncipal Planning Reg Planning/250 Sec 248	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	4,272.21 3,531.56 6,227.06	0.00 0.00 1,434.79	4,272.21 3,531.56 7,661.85
Total ACCD - FY18	0.00	0.00	0.00	14,030.83	1,434.79	15,465.62
Calais						
Better Back Roads Calais FY17 Calais Better Back Roads FY18	0.00	0.00	0.00	36.06	0.00	36.06
Total Better Back Roads Calais FY17	0.00	0.00	0.00	36.06	0.00	36.06
Total Calais	0.00	0.00	0.00	36.06	0.00	36.06
Clean Water Act CCRPC Clean Water Basin Plan	679.69	768.82	166.23	0.00	0.00	1,614.74
Project Implementation 3F. Basin Plan - Other	4,908.59	3,434.02	2,867.11	0.00	0.00	11,209.72
Total Basin Plan	5,588.28	4,202.84	3,033.34	0.00	0.00	12,824.46
Education Municipal Planning Oversight	423.44 624.95 186.88	124.68 1,023.41 374.03	382.20 1,093.98 62.33	0.00 0.00 0.00	0.00 0.00 0.00	930.32 2,742.34 623.24
Total Clean Water	6,823.55	5,724.96	4,571.85	0.00	0.00	17,120.36
Total Clean Water Act CCRPC	6,823.55	5,724.96	4,571.85	0.00	0.00	17,120.36
CTAA Inclusive Coordinated Transportation Part	3,035.19	919.98	0.00	425.54	0.00	4,380.71
Total CTAA	3,035.19	919.98	0.00	425.54	0.00	4,380.71
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	7,664.84	0.00	0.00	2,917.86	1,812.17	12,394.87
Mad River Cooridor Plan	0.00	0.00	0.00	0.00	2,789.00	2,789.00
Total Department of Environmental Conservation	7,664.84	0.00	0.00	2,917.86	4,601.17	15,183.87
East Montpelier East Montpelier Better Back Roads	0.00	84.14	0.00	1,109.17	2,180.40	3,373.71
Total East Montpelier	0.00	84.14	0.00	1,109.17	2,180.40	3,373.71
EMPGFY18 EMPG FY 18 Response EMPG FY18 Mitigation/Preparedness	0.00 0.00	960.23 4,014.97	0.00 0.00	162.27 714.05	430.26 1,286.97	1,552.76 6,015.99
Total EMPGFY18	0.00	4,975.20	0.00	876.32	1,717.23	7,568.75
EPA Brownfields		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		2.2.22	.,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Site Assessment Hazardous Site Assessment Petro	7,105.29	1,430.14 0.00	0.00	972.88 5,003.70	0.00 2,165.00	2,403.02 14,273.99
Total EPA Brownfields	7,105.29	1,430.14	0.00	5,976.58	2,165.00	16,677.01
Fayston Fayston Better Back Roads	0.00	512.99	0.00	0.00	2,931.61	3,444.60
Total Fayston	0.00	512.99	0.00	0.00	2,931.61	3,444.60
Forest Parks and Recreation Forest Integrity	0.00	0.00	0.00	80.67	10,177.67	10,258.34
Total Forest Parks and Recreation	0.00	0.00	0.00	80.67	10,177.67	10,258.34
HMGP MEGA HMPG Admin	388.63 0.00	0.00 0.00	0.00 0.00	0.00 0.00	616.13 78.45	1,004.76 78.45
LEPC SERC	1,510.24	0.00	0.00	0.00	0.00	1,510.24
Northfield Northfield Better Back Roads FY18	0.00	1,175.01	0.00	961.68	0.00	2,136.69
Total Northfield	0.00	1,175.01	0.00	961.68	0.00	2,136.69
Northwest Regional Comm'n Local Energy Year 2 Muncipal Grantsin Aid FY18 Municipal Grant In Aid FY17	0.00 2,608.59 0.00	1,020.00 0.00 0.00	500.00 0.00 106.97	0.00 0.00 1,595.69	15,200.00 0.00 2,850.06	16,720.00 2,608.59
Total Northwest Regional Comm'n	2,608.59	1,020.00	606.97	1,595.69	2,850.06	4,552.72 23,881.31
Orange	2,000.39	1,020.00	000.37	1,000.00	10,000.00	20,001.31
Orange Better Back Roads FY18 Orange - Other	0.00	0.00 0.00	0.00	31.33 1,211.36	0.00	31.33 1,211.36
Total Orange	0.00	0.00	0.00	1,242.69	0.00	1,242.69

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Central Vermont Regional Planning Commission A/R Aging Summary

As of September 30, 2018

> 90	TOTAL
195.92	1,483.57
516.51	807.42
712.43	2,290.99
712.43	2,290.99
4,950.16	4,950.16
4,779.49 5,804.42	4,779.49 6,141.41
15,534.07	15,871.06
0.00	4,664.18
0.00	2,974.45
0.00	5,347.28
0.00 0.00	3,635.39 534.89
0.00	22.531.00
0.00	39,687.19
15,534.07	55,558.25
0.00	1,174.07
0.00	39.17
0.00	39.17
9,494.71	9,877.55
9,494.71	9,877.55
0.00	3,021.62
0.00	3,021.62
71,315.18	196,946.28
	0.00

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Central Vermont Regional Planning Commission Statement of Revenues and Expenditures

Accrual Basis July through September 2018

	Jul - Sep 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
ACCD Community Development	78,573.23	289,338.00	-210,764.77	27.2%
Brownfields Grant Local Energy Planning	14,512.01 1,520.00	78,064.00 15,350.00	-63,551.99 -13,830.00	18.6% 9.9%
Total Community Development	16,032.01	93,414.00	-77,381.99	17.2%
Fee for Services				
Cross VT Trail	0.00	1,200.00	-1,200.00	0.0%
GIS Project	14.00	1,100.00	-1,086.00	1.3%
WBRD Admn	0.00	5,000.00	-5,000.00	0.0%
Total Fee for Services	14.00	7,300.00	-7,286.00	0.2%
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	2,685.12	2,685.00	0.12	100.0%
ERP Northfield	3,281.80	159,485.00	-156,203.20	2.1%
Forest Integrity	80.67	12,240.00	-12,159.33	0.7% 28.4%
Mad-Kingsbury Stormwater M. Pla SWCRPC Clean Water Block Grant	23,881.84 1,578.56	84,115.00 122,547.00	-60,233.16 -120,968.44	1.3%
Water Quality	17,120.36	32,884.00	-15,763.64	52.1%
Total Natural Resources	48,628.35	413,956.00	-365,327.65	11.7%
Other Income				
Interest Income Miscellaneous Income	115.96 3,086.00	10.00	105.96	1,159.6%
Total Other Income	3,201.96	10.00	3,191.96	32,019.6%
Public Safety				
EMPG	5,851.52	42,733.00	-36,881.48	13.7%
HMGP MEGA	388.63			
LEPC SERC	1,510.24	13,956.00	-12,445.76	10.8%
VEM Emergency Operation MOU	0.00	2,000.00	-2,000.00	0.0%
Total Public Safety	7,750.39	58,689.00	-50,938.61	13.2%
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	4,380.71	26,199.00	-21,818.29	16.7%
DEC Class IV Road Demonstration Grants in Aid	10,582.70 4,311.25	96,648.00 33,015.00	-86,065.30 -28,703.75	10.9% 13.1%
TPI	69,295.96	214,490.00	-145,194.04	32.3%
VTrans Better Back Road	824.17			
Total Transportation	89,394.79	370,352.00	-280,957.21	24.1%
Total Income	323,949.98	1,321,482.00	-997,532.02	24.5%
Gross Profit	323,949.98	1,321,482.00	-997,532.02	24.5%
Expense	242.27	4 0== 0=	0 710 15	2 50/
Advertising	346.84	4,057.00	-3,710.16	8.5%
Cleaning Consultants	160.00 48,433.28	2,080.00 537,433.00	-1,920.00 -488,999.72	7.7% 9.0%
Copy	40,400.20	001,400.00	-400,000.12	0.070
Copier extra copies Copier Lease Payments	185.89 -1,904.32	1,900.00 2,784.00	-1,714.11 -4,688.32	9.8% -68.4%
Total Copy	-1,718.43	4,684.00	-6,402.43	-36.7%
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%

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Central Vermont Regional Planning Commission Statement of Revenues and Expenditures

Accrual Basis July through September 2018

	Jul - Sep 18	Budget	\$ Over Budget	% of Budget
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 Office Rent/Occupancy	1,665.14	10,323.00	-8,657.86	16.1%
Rent/Utility Deposits	10,264.74	42,052.00	-31,787.26	24.4%
Total Office Rent/Occupancy	10,264.74	42,052.00	-31,787.26	24.4%
Other Expenses Fees				
Annual Fees - Line of Credit	0.00	150.00	-150.00	0.0%
Payroll Direct Deposit Fees	114.00	462.00	-348.00	24.7%
Total Fees	114.00	612.00	-498.00	18.6%
Gifts	21.21	100.00	-78.79	21.2%
Total Other Expenses	135.21	712.00	-576.79	19.0%
Postage	495.99	2,675.00	-2,179.01	18.5%
Professional Services	493.99	2,073.00	-2,179.01	10.570
Accounting	14,348.75	54,080.00	-39,731.25	26.5%
Audit	0.00	7,725.00	-7,725.00	0.0%
Benefits Adminstration	0.00	1,000.00	-1,000.00	0.0%
IT/Computer	140.00	5,530.00	-5,390.00	2.5%
Legal	1,197.00	3,700.00	-2,503.00	32.4%
Videography	350.00	1,925.00	-1,575.00	18.2%
Total Professional Services	16,035.75	73,960.00	-57,924.25	21.7%
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	1,252.60	1,775.00	-522.40	70.6%
Supplies - Office				
GIS Supplies	0.00	1,200.00	-1,200.00	0.0%
Office Supplies	1,701.34	4,000.00	-2,298.66	42.5%
Total Supplies - Office	1,701.34	5,200.00	-3,498.66	32.7%
Telephone	1,530.08	6,212.00	-4,681.92	24.6%
Travel	2,706.43	16,244.00	-13,537.57	16.7%
Wages and Fringe Benefits Fringe Benefits				
CVRPC FICA	7,256.44	33,710.00	-26,453.56	21.5%
Health Insurance	20,698.19	109,625.00	-88,926.81	18.9%
Life Disability Insurance	984.54	5,892.00	-4,907.46	16.7%
Pension Plan	4,377.39	16,608.00	-12,230.61	26.4%
Unemployment Comp	0.00	1,510.00	-1,510.00	0.0%
Workmen's comp	-1,014.00	1,546.00	-2,560.00	-65.6%
Total Fringe Benefits	32,302.56	168,891.00	-136,588.44	19.1%
Personnel	94,215.45	449,700.00	-355,484.55	21.0%
Total Wages and Fringe Benefits	126,518.01	618,591.00	-492,072.99	20.5%
Total Expense	216,171.98	1,351,036.00	-1,134,864.02	16.0%
Net Ordinary Income	107,778.00	-29,554.00	137,332.00	-364.7%
Net Income	107,778.00	-29,554.00	137,332.00	-364.7%

Sep-18	Rate Pay	CTO Hours	Tot	al
Andrews, A.	20.70	0.00	\$	-
Chartrand, N.	25.00	11.00	\$	275.00
Currier, D.	28.72	2.50	\$	71.80
DeAndrea, P.	26.79	1.00	\$	26.79
Rock, Clare	26.62	12.50	\$	332.75
Ranker, L.	21.63	49.23	\$	1,064.74
Waninger, B.	40.25	61.50		2,475.38
				4,246.45
		Vacation Hours		
Andrews, A.	20.70	214.24	\$	4,434.15
Chartrand, N.	25.00	26.86	\$	671.50
Currier, D.	28.72	121.62	\$	3,492.98
DeAndrea, P.	26.79	1.61	\$	43.13
Rock, Clare	26.62	15.35	\$	408.62
Ranker, L.	21.63	107.21	\$	2,318.95
Waninger, B.	40.25	168.75	\$	6,792.19
				18,161.52
		Sick		
Andrews, A.	20.70	228.54	\$	4,730.12
Chartrand, N.	25.00	30.60	\$	765.00
Currier, D.	28.72	359.50	\$	10,324.84
DeAndrea, P.	26.79	13.50	\$	361.67
Rock, Clare	26.62	57.80	\$	1,538.64
Ranker, L.	21.63	62.68	\$	1,355.77
Waninger, B.	40.25	297.90	\$	11,990.48



MEMO

Date: November 2, 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)

Northwest Regional Planning Commission - Municipal Grants In Aid FY19

ACTION REQUESTED: Authorize the Executive Director to sign agreement.

Scope of Work: The Grants In Aid program provides funding to municipalities to implement Best Management Practices (BMPs) on hydrologically connected municipal road segments that do not or partially meet Municipal Roads Generat Permit standards. CVRPC will administer and deliver the program in Central Vermont.

Funding:

Grant Amount: \$34,212 (state funds)

Match Amount: None.

Performance Period: 07/01/18 – 06/30/19

Staff: Dan Currier (primary), Ashley Andrews, Bonnie Waninger.

Note: This funding is for CVRPC services only. NRPC pays municipalities directly.

<u>Vermont Agency of Transportation – Memorandum of Understanding (MOU) Regarding</u> Indirect Costs Rates

ACTION REQUESTED: Authorize the Executive Director to sign the final MOU unless it varies significantly from the draft.

Scope of Work: Through the MOU, VTrans agrees to review RPC indirect cost rate proposals and, if an RPC's proposal is approved, VTrans agrees to issue an approval letter. Through a previous MOU, RPCs agreed to use a consistent proposal format to reduce workload for VTrans.

Funding: This MOU does not involve any exchange of funds.

Performance Period: 11/01/18 – 11/01/2021

Staff: Bonnie Waninger (primary), Contracted Accountant

Note: This is a draft MOU to insure RPCs are comfortable with its language prior to signing the final agreement.

<u>Chittenden County Regional Planning Commission – Tactical Basin Outreach FY19</u>

ACTION REQUESTED: Authorize the Executive Director to sign the agreement.

Scope of Work:

- Assist the State with Tactical Basin Plan development and implementation for the Winooski and White Rivers.
- Complete outreach to and conduct education of municipal officials.
- Assist municipalities with plans and bylaws related to water quality and the Tactical Basin Plans.
- Complete stormwater master plans and assist to implement the plans.
- Assist the State to prioritize projects by identifying project co-benefits...
- Host forums and conduct municipal outreach to assist the State to achieve designation or reclassifications of waters and wetlands.
- Conduct program oversight and complete reporting.

Funding:

Grant Amount: \$29,034 (state funds)

Match Amount: None

Performance Period: 10/01/18 - 09/30/19.

Staff: Pam DeAndrea (primary), all other staff as necessary.

Note: 90-day preaward costs are eligible.

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

<u>Vermont Department of Public Safety – State Emergency Response Commission FY19</u> Amendment

Scope of Work: CVRPC is the LEPC's fiscal agent. These additional funds will assist the LEPC to

- expand outreach to Tier II facilities, including hosting a workshop,
- develop a social media presence (web page, Facebook page),
- develop Tier II summary reports by municipality,
- plan and host a Table Top Exercise,
- purchase a laptop with software, and
- support the LEPC's work.

Funding:

Grant Amount: Increased from \$4,000 to \$17,069

Match Amount: None

Funding Source: VT Department of Public Service (state funds)

Performance Period: 07/01/18 – 12/31/19

CVRPC Staff: Bonnie Waninger (primary contact), staff will share duties until the vacancy is filled

<u>Local Emergency Planning Committee 5 – State Emergency Response Commission FY19</u>

Scope of Work: Provide administrative assistance to the Local Emergency Planning Committee (LEPC) 5 that enables it to carry out functions and mandates in accordance with federal and state regulations. Mainly: take meeting minutes, support the Table Top Exercise, support webpage development, develop Tier II summary reports, and support LEPC Chair with scheduling Tier II facility coordinators as guest speakers for LEPC meetings.

Funding:

Grant Amount: Increased from \$4,000 to \$17,096

Match Amount: None

Funding Source: VT Department of Public Service (state funds)

Performance Period: 07/01/18 – 12/31/19

CVRPC Staff: Bonnie Waninger (primary contact), staff will share duties until the vacancy is filled

Note:

 Because the original was not ready for review for the LEPC's September meeting, the contract does not need to be amended. The LEPC will review the contract at its November 5 meeting.

CONTRACTS

The Johnson Company - Site Specific Contract Addendum Amendment #9A

Scope of Work: Evaluation of Corrective Action Alternatives (ECAA) for the Montpelier Granite Works. The scope of work was expanded due to increased communication sought by the property owner, the property owner's attorney, the prospective purchaser partnership, and VT DEC in light of the ECAA results and a property transfer negotiation deadline. This scope expansion included further evaluation of the oil extraction strategy and the associated cost for inclusion in the ECAA Report.

Amount: Increased from \$7,309 to \$8,450 (petroleum)

Funding Source: EPA Brownfields (federal funds)

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

CVRPC Staff: Clare Rock

RSM Distributors - Videography Services

Scope of Work: Contractor will shoot, edit, and produce two videos for the Central Vermont Paratransit Planning Project. This will involve meeting with stakeholders to ascertain desired content and then videotaping participants involved in the project. The first video is to be completed by the beginning of November 2018 and the second video is to be completed by the beginning of December 2018. Video will be made available in a format suitable for uploading to the internet and also made available to Vermont local public access channels through the TelVue Connect server

Funding: \$600

Funding Source: CTAA Inclusive Planning grant (federal funds)

Performance Period: 10/01/18 – 01/05/19

CVRPC Staff: Dan Currier

Lawrence Seiler - Videography Services

Scope of Work: Assist with the videotaping and interviews for two videos for the Central Vermont Paratransit Planning Project. This will involve meeting with stakeholders to ascertain desired content and then working with participants involved in the project during the interview process. The first videotaping is to be completed by the beginning of November 2018 and the second videotaping is to be completed by the beginning of December 2018. This work will include pre and post production services and are to be billed at a rate of \$13.00/hour.

Funding: Up to \$600

Funding Source: CTAA Inclusive Planning grant (federal funds)

Performance Period: 10/01/18 – 01/05/19

CVRPC Staff: Dan Currier

NORTHWEST REGIONAL PLANNING COMMISSION MUNICIPAL GRANTS IN AID PROGRAM SUB-GRANT AGREEMENT

With

Central Vermont Regional Planning Commission

- 1. Parties: This is an Agreement for services between the Northwest Regional Planning Commission (NRPC) a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 75 Fairfield Street, St. Albans, VT and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT (hereinafter called "SUBRECIPIENT"). 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.
- 2. <u>Subject Matter:</u> The subject matter of this Subgrant Agreement is to provide program delivery for the Municipal Grants in Aid Program under NRPC's agreement with the Vermont Department of Environmental Conservation (2017-ERP-CA-01). The SUBRECIPIENT's Scope of Work and Budget is in Attachment A.
- 3. <u>Maximum Amount:</u> In consideration of the services to be performed by SUBRECIPIENT, the NRPC agrees to pay SUBRECIPIENT, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$34,212.
- 4. Agreement Term: The period of SUBRECIPIENT's performance shall begin on July 1, 2018 and end on June 30, 2019.
- 5. Source of Funds: Vermont Department of Environmental Conservation.
- 6. <u>Amendment:</u> 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 NRPC and SUBRECIPIENT.
- 7. <u>Cancellation:</u> This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
- 8. Contact persons for this award:

NRPC: Catherine Dimitruk

P: (802) 524-5958

E: CDimitruk@nrpcvt.com

SUBRECIPIENT: Central Vermont Regional Planning Commission

Executive Committee Program Delivery Subgrantage 24

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

Attachment A -SUBRECIPIENT Scope of Work and Budget

Attachment B - Payment Provisions

Attachment C - Customary State Grant Provisions

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

NORTHWEST	SUBRECIPIENT
REGIONAL PLANNING COMMISSION	
Signature: Athlune Amitruk	Signature:
Name: Catherine Dimitruk	Name:
Title: Executive Director	Title:
Date: 1014	Date:

ATTACHMENT A
SUBRECIPIENT Scope of Work and Budget
Regional Planning Commissions

Scope of Work

The State of Vermont released a Municipal Roads General Permit (MRGP) in 2018, pursuant to Act 64 of 2015 and as part of the implementation milestones for the Phosphorus Total Maximum Daily Loads (TMDLs) for Vermont Segments of Lake Champlain. The "best management practices" (BMPs) used to address water quality concerns on unpaved roads are among the most cost-effective actions to reduce nutrient and sediment pollution. BMP implementation will also enhance municipalities' resilience to flood damages and will help reduce long-term maintenance costs. There are approximately 13,000 miles of municipal roads in Vermont, of which approximately half directly drain into surface waters (streams, rivers, ponds, lakes, and wetlands), referred to as "hydrologically connected road segments."

The purpose of this Grants-in-Aid program is to provide funding to municipalities to implement BMPs on municipal roads ahead of the MRGP implementation schedule. Grants-in-Aid funds are only available for Vermont municipalities that are required to comply with the MRGP.

Grants-in-Aid funds can only be used for project construction costs on hydrologically connected municipal road segments that do not or partially meet MRGP standards, and work must result in bringing those segments into full compliance with the MRGP. BMPs eligible for funding under this program that support compliance with the MRGP standards are the following:

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on nonperennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Addressing gully erosion on Class 4 roads; and
- Stabilizing catch basin outlets.

Following execution of this agreement the RPC shall:

- Serve as point-of-contact for municipalities regarding this program.
- Announce the program and invite municipalities to enroll in the program.
- Provide maps to participating municipalities that show the number and location of municipally- owned hydrologically connected roads. Refer to the VTDEC map layer for hydrologically-connected municipal roads in Vermont, available at: http://anr.vermont.gov/maps/nr-atlas.
- Verify with the State that municipalities have submitted their MRGP Notice of Intent (NOI) form and the administrative processing fee, due to the State by July 31, 2018, before requesting reimbursement from the State for construction and equipment costs. MRGP NOI form and

administrative processing fee do not apply to MS4 communities.

- Identify eligible participating municipalities that agree to:
 - Install road BMPs to bring connected municipal road segments into full compliance with MRGP standards.
 - o Purchase one eligible piece of equipment to support MRGP implementation.
- Provide program delivery to all municipalities participating in the program. Program delivery tasks involve:
 - o Identify and select priority project locations (i.e., hydrologically connected municipal road segments) and BMPs that are necessary to bring road segments into full compliance with MRGP standards. Use Geographic Information Systems (GIS) to map project locations.
 - Hold pre-construction meetings with participating municipalities to review BMP construction plans. Deadline October 19, 2018.
 - O Coordinate with NRPC to request third-party technical assistance if necessary in support of this program.
 - Hold post-construction meetings with participating municipalities to prepare and submit project reporting materials, using the format provided by NRPC. Deadlinewithin 20 days of construction completion.
 - O Post clean water project signs during project construction in accordance with the Implementation Plan for the Use of Signage to Identify Clean Water Projects Funded by the State of Vermont (see Attachment D) with a target of posting signs for 10-15% of projects constructed in each region of the state. Use of signs should be further prioritized, specifically within the Grants-in-Aid program, for projects with the greatest public visibility, duration of construction, and addressing the greatest number of road segments.
- Collect information from non-participating municipalities on why they decided not to participate
 in the program and submit summary to the State. Deadline October 19, 2018.
- In a format determined by NRPC, document construction project costs to ensure a substantial
 contribution of a minimum of 20% local match, including in-kind, transportation, municipal staff
 time, cash or other demonstration of substantial contribution. The State will reimburse 80% of
 documented costs of the project. Substantial contribution can include technical assistance,
 monitoring, planning, or administrative services
- Review municipal financial reports for accuracy and completeness. Compile financial
 documentation for regional municipalities and provide to NRPC monthly at GIA@nrpcvt.com to
 facilitate payment of grant funds. Ensure that municipalities understand that 1). All eligible
 expenses, including local match, must be made after the completion of pre-construction site visit
 and notice to proceed, and 2) funds from other federal or state grant programs or local match for
 those other federal and state grant programs cannot be included as match.

- o MRGP fees paid to the State <u>cannot</u> be included as match. Fund provided through this agreement <u>cannot</u> be used by municipalities to pay MRGP fees to the State.
- In a format determined by NRPC, complete BMP construction and equipment purchase final
 performance reports, including submission of photographs before and after BMP construction (taken
 from the same perspective), photographs of equipment purchased in use, and photographs of clean
 water project signs posted during construction. Photographs must be submitted as JPG files with
 minimum 300 pixels per inch (PPI) resolution.
- Submit online reports of outreach activities completed under the scope of this cooperative
 agreement (includes workshops, trainings, and public/stakeholder meetings) using the Clean Water
 Outreach Efforts ANR Online form (i.e., nFORM) within one week of each event taking place (see
 Attachment D). The online form and corresponding instructions are available at:
 http://dec.vermont.gov/watershed/cwi/grants.

Northwest Regional Planning Commission Responsibilities:

- 1. Serve as the point of contact and coordinator for the project statewide; act as a liaison to VT DEC for all issues and questions regarding the program.
- 2. Provide the monies appropriated to each participating municipality determined by VT DEC using a formula based on the number of hydrologically connected municipal road miles or equipment choice.
- 3. Provide reporting templates and methods for BMP project reports, financial reporting and progress reports.
- 4. Make payments to municipalities upon receipt of invoices submitted from the Grantee to provide reimbursement to participating municipalities for completed construction projects.
- 5. Make a maximum of \$150,000 in technical assistance available statewide to assist with project development, project review or project selection.
- 6. Complete regular program updates for distribution and complete a mid-year and final program report.

AGREEMENT BUDGET

	PROGRAM DELIVERY 1	PROGRAM DELIVERY 2	Total
Central	\$17,141	\$17,071	\$34,212

ATTACHMENT B PAYMENT PROVISIONS

The NRPC agrees to compensate the SUBRECIPIENT for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement. The SUBRECIPIENT's budget is listed in Attachment A.

- A. <u>General.</u> The NRPC agrees to pay the SUBRECIPIENT and the SUBRECIPIENT agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachment A, a maximum reimbursement not to exceed the amount in Attachment A based upon actual documented costs.
- B. <u>Payment Procedures</u>. The NRPC shall pay, or cause to be paid, to the SUBRECIPIENT progress payments for invoices which will be submitted no more frequently than quarterly and **upon completion of the deliverables**. Requests for payment shall be made directly to the NRPC at <u>GIA@nrpcvt.com</u> and **shall be accompanied by progress reports which will include any deliverables**.

Upon invoice from the SUBRECIPIENT NRPC will pay or cause to be paid actual documented **program delivery 1** costs in advance of completion of construction projects and based on actual documented expenses. Upon invoice from the SUBRECIPIENT, NRPC will pay or cause to be paid the remaining **program delivery 2** upon completion of construction projects and based on actual documented expenses.

The SUBRECIPIENT must submit invoices for work included in **Attachment A**. NRPC requires that time and effort detail for personnel costs and/or detail of direct costs be included with invoices for this agreement. Back up documentation for personnel and direct costs must be retained by the SUBRECIPIENT and provided upon request. The SUBRECIPIENT certifies the accuracy of costs when signing each invoice.

The NRPC shall pay for all services, expenses and materials accomplished or used during the period of this Agreement up to the maximum amount and only that effort will be included on invoices under this Agreement.

All payments by the NRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBRECIPIENT including but not limited to bills, invoices, progress reports and other proofs of work.

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

Attachment C Pass-Through Requirements:

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)

References Cited:

- a. Submit online reports of outreach activities completed under the scope of this cooperative agreement (includes workshops, trainings, and public/stakeholder meetings) using the Clean Water Outreach Efforts ANR Online form (i.e., nFORM) within one week of each event taking place (see Attachment D). The online form and corresponding instructions are available at: http://dec.vermont.gov/watershed/cwi/grants.
- b. Implementation Plan for the Use of Signage to Identify Clean Water Projects Funded by the State of Vermont, available at: http://dec.vermont.gov/sites/dec/files/wsm/erp/docs/2017-09-05%20Clean-Water-Sign-Plan%20Final.pdf.

DRAFT 10-1-18 v.2

MU0066 amended (date)

Memorandum of Understanding between the Vermont Regional Planning Commissions and the Vermont Agency of Transportation Regarding Indirect Cost Rates

The State of Vermont (the "State" or "VTrans"), which provides extensive and various funding to the Vermont Regional Planning Commissions (RPCs), and the RPCs, which receive other federal funding as well as State awards and contracts, have mutual interest in assuring proper allowability, allocability, and recovery of indirect and direct costs, as well as compliance with federal guidelines.

Indirect Costs are costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective, without effort disproportionate to the benefit received.

Direct Costs are those costs that can be specifically identified with a particular final cost objective, such as a particular award, project, or service of an organization or government. RPCs incur both Indirect and Direct costs during operations.

Federal Regulations – The Federal Government has recognized the need for governmental units to recover indirect costs through their various funding instruments. The rules and guidance for indirect cost determination and recovery for non-Federal government entities are codified in 2 CFR Chapter 1, Chapter 2 Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. RPCs are political subdivisions of the State, and are therefore treated as local governments. RPCs' indirect cost rate proposals and their submission are governed by the Federal Acquisition Regulations (FAR), 48 CFR 31.601 and 31.107, and 2 CFR Part 200. If an RPC chooses to recover indirect costs, it must develop and maintain an indirect cost rate proposal (ICR proposal) in compliance with Appendix VII to 2 CFR Part 200.

VTrans Indirect Rate Review – Vermont RPCs do not currently have a federal cognizant agency as almost all their funding passes through State agencies. *The Federal Highway Administration has affirmed that under 2 CFR Appendix VII, section d (1) VTrans has the authority, as a pass through entity, to negotiate and monitor a subrecipients indirect cost rate.* No federal agency has been willing to accept that role. In the context of Appendix VII to CFR Part 200, Section D.1.b., VTrans is the most consistent, and in many cases the largest, source of pass-through Federal funds for the RPCs. In recognition of a shared goal of effective, efficient, proper, and transparent use and application of Federal funds, VTrans has agreed to receive RPCs' Indirect Cost Rate (ICR) Proposals for review and approval. This is also consistent with the State of Vermont, Agency of Administration, Bulletin No. 5 Policy for Grant Issuance and Monitoring Section V.E.4. Indirect Cost Rates stating that an indirect cost rate may be "negotiated between the pass-through entity and the subrecipient." The ICR Proposals will establish an indirect cost rate ICR, expressed as a percentage, which will be applied to eligible RPC activities. Each ICR proposal submitted to VTrans must comply with Cost Principles as per the FAR, and each RPC must certify the compliance of its ICR in each year's proposal.

Rate Type – Each RPC will establish a fixed rate as defined in 2 CFR 200 Appendix VII B.5. This rate will be determined in accordance with 2 CFR 200 Appendix VII C.

Future Year Adjustments – Once the financial statements are audited, a comparison will be made between the actual indirect costs incurred in the audit year and the funds that had been recovered for that year utilizing an ICR. The difference between the recovered costs and actual, allowable costs of the period covered by the rate is carried forward as an adjustment to the new rate computation of a subsequent period. The subsequent period will be the RPC's fiscal year ending two years forward from the last audited year.

Annual Audit – All RPCs are audited by independent CPA firms each fiscal year. Those RPCs expending more than the federal threshold for "single audit" in a fiscal year shall contract with the CPA firm for a single audit for that fiscal year. Those RPCs expending less than the federal threshold for single audit may choose instead to receive a standard audit. State, local government, and non-profit organization single audit requirements are subject to the provisions in 2 CFR 200 Subpart F.

Indirect Cost Rate Proposal – The ICR proposals must be consistent with the requirements of 2 CFR Part 200 Appendix VII, Section D. <u>Submission and Documentation of Proposals</u> and include a signed *Certificate of Indirect Costs*. A breakout of Indirect and Direct Costs must be provided, unallowable costs are to be identified, and an explanation as to why certain costs are unallowed included in a footnote.

Schedule – Per 2 CFR Part 200 Appendix VII, Section D. <u>Submission and Documentation of Proposals</u>; each RPC shall electronically submit its independent audit and an ICR Proposal to its VTrans Planning Coordinator, copying the VTrans Division of Finance & Administration, Audit Section, no later than six (6) months after the close of the RPC's fiscal year unless an extension is requested by the RPC and granted by VTrans.

VTrans will acknowledge receipt of each RPCs ICR proposal upon submission. VTrans will conduct a timely review of RPC ICR Proposals. If the ICR is approved, VTrans will issue an approval letter to the RPC no later than two (2) months after receipt of the proposal. If an ICR proposal is not sufficient to gain approval, VTrans will notify the respective RPC and provide an explanation of the deficiencies. Final approval by VTrans shall be made within 30 days of submission of an amended ICR proposal.

Records Available for Audit – Each RPC will maintain all books, documents, payroll papers, accounting records, and other evidence pertaining to costs incurred and make such records available at reasonable times during the period covered by the ICR proposal and for three (3) years thereafter for inspection by any authorized representatives of the State or Federal government. If any litigation, claim, or audit is commenced before the expiration of the three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

Applicability – Consistent with 2 CFR Part 200 Appendix VII, Section E. <u>Negotiation and Approval of Rates</u>, item 1; it is the intent of the RPCs that the VTrans-approved rate for each RPC "will be accepted and used by all federal agencies unless prohibited or limited by statute" and that all State agencies will also accept and use the approved rate.

Amendment. This Memorandum of Understanding represents the entire agreement among the parties described above. No changes, modifications or amendments to the terms and conditions of this agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representatives of the referenced parties.

Duration. This Memorandum of Understanding shall remain in effect until insert date (i.e.11-01-2021) (three years). Should the parties not have a new agreement in place at that point, then this agreement will remain in

effect to fill the gap until they do. The agreement may be terminated at any time by VTrans OR by the unanimous action of the RPCs.

Agreement – The contents of this Memorandum of Understanding are hereby agreed to:

Vermont Agency of Transportation	
Secretary Signature	Date
Addison County Regional Planning Commission	
Executive Director Signature	Date
Bennington County Regional Commission	
Executive Director Signature	Date
Central Vermont Regional Planning Commission	
Executive Director Signature	Date
Chittenden County Regional Planning Commission	
Executive Director Signature	Date

Executive Director Signature	Date
Northeastern Vermont Development Association	
Executive Director Signature	Date
Northwest Regional Planning Commission	
Executive Director Signature	Date
Rutland Regional Planning Commission	
Executive Director Signature	Date
Southern Windsor County Regional Planning Commission	
Executive Director Signature	Date
Two Rivers-Ottauquechee Regional Commission	
Executive Director Signature	Date
Windham Regional Commission	
Executive Director Signature	Date

CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION STANDARD SUB-GRANT AGREEMENT With CENTRAL VERMONT REGIONAL PLANNING COMMISSION

AGREEMENT# CVRPC WQ FY19

- 1. Parties: This is an Agreement for services between the Chittenden County Regional Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404-2109, (hereinafter called "CCRPC") and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called "Subgrantee"). It is the Subgrantee responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subgrantee is required to have a Vermont Department of Taxes Business Account Number.
- 2. <u>Subject Matter:</u> The subject matter of this Subgrant Agreement is to provide coordinated outreach regarding the Vermont Clean Water Act (Act 64) and RPC Tactical Basin Planning Support. The Subgrantee's Scope of Work is listed in Attachment A. The Subgrantee's Budget is detailed in Attachment B.
- 3. <u>Maximum Amount:</u> In consideration of the services to be performed by Subgrantee, the CCRPC agrees to pay Subgrantee, in accordance with the payment provisions specified in Attachment B, a sum <u>not to exceed \$29,034</u>.
- 4. <u>Agreement Term:</u> The period of Subgrantee's performance shall <u>begin on October 1, 2018 and end on September 30, 2019</u>. 90-day pre-award costs may be eligible for reimbursement subject to a determination by the Vermont Department of Environmental Conservation.
- 5. <u>Source of Funds:</u> State funds.
- 6. <u>Amendment:</u> 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 CCRPC and Subgrantee.
- 7. <u>Cancellation:</u> This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
- 8. Contact persons for this grant agreement:

CCRPC: Dan Albrecht P: (802) 846-4490 E: dalbrecht@ccrpcvt.org

SUBGRANTEE: Pam DeAndrea P: (802) 229-0389 E: deandrea@cvregion.com

9.	Attachments: This Agreement consists of incorporated herein:	pages including the following attachments which are
	Attachment A – Scope of Work to be Performed Attachment B - Payment Provisions Attachment C – Standard State Grant Provision Attachment D – Other Grant Agreement Provide Attachment E - CCRPC Additional Provisions	ons sions
10.		dard and Other State grant agreement language which nont Agency of Natural Resources. All State and Federal ntee regardless of specific applicability.
WE, T	HE UNDERSIGNED PARTIES, AGREE TO BE	BOUND BY THIS AGREEMENT.
	ENDEN COUNTY DNAL PLANNING COMMISSION	SUBGRANTEE
Signat	ure:	Signature:
Name:	Christopher D. Roy	Name: Bonnie Waninger
Title:	CHAIR	Title: Executive Director
Date: _		Date:

Attachment A Scope of Work to be Performed

(see attached __-page letter from Subgrantee detailing

eligibility, assigned staff, required & optional tasks to be implemented & budget. Included as well is a master deliverables table extracted from the overall FY19-TBP-001 Agreement between CCRPC and the State)

Attachment A (continued)

Master Deliverable Table FY19-TBP-001

[Note: References to grantee also apply to individual RPCs as sub-grantees.]

Reporting:

Milestone		Scope with Deliverables	Frequency
1a	State and Municipal Coordination	1.Monthly meeting agenda, notes and attendee list for each of the "focused" river basins (focused basins are those identified in the current planning rotation and include the Otter Creek (3), Winooski (8), White River (9), Ottauquechee/Black (10), Deerfield (12), and Passumpsic (15)).	Monthly (by the last calendar date for each work week within each month), or at the behest of the State or grantee
1b	Municipal Outreach and Education	Meet monthly with partner organizations and respective DEC Watershed Coordinator for each region in order to coordinate on TBP activities (these meetings are not intended to be duplicative to 1.a. above. Region in this instance is defined as a watershed or subwatershed scale. Document in nForm the dates and attendees	
		of presentations made by RPC	
		3.Publish standardized fact-sheets provided by DEC on Grantee's website.	
		4. Make at least one web post per quarter in the State's blog entitled "FLOW" describing activities undertaken or meetings held.	
		5.i. provide targeted outreach to municipalities regarding VCWA elements & sectors (submit relevant nForms)	Monthly (by the last calendar date for each work week
		5.ii provide targeted outreach to municipalities with impaired, altered, or stressed waters - these target areas can be identified by Watershed Coordinators (Basins in the planning phase for FY18 – Southern Lake Champlain (2-4), Otter Creek (3), Northern Lake Champlain (5), Winooski (8), White (9), Ottauquechee/ Black (10), Deerfield (12-13), and Passumpsic (15)). Provide quarterly report to (relevant) DEC Watershed Coordinators on municipal meetings and outcomes.	within each month), or at the behest of the state or grantee
		5.iii.Provide a quarterly report to relevant DEC Watershed Coordinator regarding municipal coordination and outcomes for targeted VCWA outreach	
		5.iv. Meet quarterly with regional Watershed Coordinator to discuss progress on municipal outreach, basin planning priorities and	

Milestone		Scope with Deliverables	Frequency
		opportunities/challenges encountered during basin planning and project development/implementation processes.	
1c	RPC Staff Training	1.Provide dates and a list of RPC staff participating in each training and any other relevant training and certifications.	As needed
2a	Municipal Plans and Bylaws	Provide a summary of activity (meetings and progress) with interested municipalities. Document any public meetings or workshops in nForm.	
		2. Deliver recommendations for municipal zoning actions to be included in tactical basin plans to the watershed coordinator.	
		3. May deliver suggestions for River Corridor map revisions to DEC's Rivers Program	As needed
		4. post at least one good example of plan element or bylaw section language to appropriate websites (flood ready, ANR, VPIC, the RPC).	Tis needed
		5. provide a list of towns who are either in the queue or currently undertaking a revision to Town Plans and/or Zoning Regulations within the TBP cycle, and identify opportunities for water quality protections.	
2b	Municipal Protectiveness	1. update the status of municipal zoning protectiveness with respect to: water quality, flood hazard area, river corridor bylaws, flood resiliency plans, road and bridge standards, and other criteria to receive public assistance under Emergency Relief and Assistance Fund (ERAF).	
		2. provide a list of towns who are high priorities for outreach and engagement based on ERAF status, water quality related flood readiness, river corridor planning, hazard mitigation, and transportation planning.	As needed
		3. <u>may</u> assist with municipal capital budget planning with respect to surface water quality project implementation efforts.	
2c	Stormwater Master	1.Report on municipalities engaged in SWMP	
	Planning (OPTIONAL)	2.report on applications for funding, agreed timeline for conducting master planning, the master plan template to be followed, and any barriers to executing the SWMP work. issues encountered.	As needed
		3. provide documentation of any assistance requested and provided for compliance with the developed lands general permit and/or the municipal	

Milestone		Scope with Deliverables	Frequency
		separate storm sewer system permit. 4. provide a list of municipal projects that are high priorities for project development and implementation based on outcomes of relevant stormwater master planning assessments.	
2d	Municipal Roads Inventories OPTIONAL, REGION SPECIFIC	1. provide an updated list of municipal priority projects identified via appropriate Road Erosion Inventories and will report on the municipalities assisted in the form of a quarterly report to the relevant DEC Watershed Coordinator. 2. provide resulting inventoried project locations and priorities in a template that is compatible with the State's implementation tracking system for inclusion in tactical basin plan implementation tables. 3. assist municipalities in their region to prepare Better Roads Program grant proposals, if necessary, or to access other relevant funding sources to implement priority water quality projects as identified by the Road Erosion Inventories. Report on task accomplishments related to all three subtask 2d. deliverables in quarterly report to the DEC Watershed Coordinator.	As needed
3a	Basin Plan Introduction	1. participate in the planning process for the following Basins: (Basins in the planning phase for FY18 – Otter Creek (3), Winooski (8), White (9), Ottauquechee/ Black (10), Deerfield (12- 13), and Passumpsic (15)) and report any required information via the DEC nForm	As needed
3b	Basin Plan Draft Development	 provide a summary of municipal and Grantee comments and input to the watershed coordinator for the following Basins: (Basins in the planning phase for FY18 – Otter Creek (3), Winooski (8), White (9), Ottauquechee/ Black (10), Deerfield (12-13), and Passumpsic (15)). consider municipal or regional priorities with respect to water quality issues and opportunities to be incorporated into the draft TBPs. report on municipal water quality related assessment data that may inform the assessment chapters of each TBP as it pertains to water quality related flood readiness, hazard mitigation, and transportation planning. 	As needed

Mileston	e	Scope with Deliverables	Frequency
		4. coordinate presentation of relevant draft TBP to their Board of Commissioners, request comments from municipal representatives and compile comments.	
		5. revisit prior TBP iteration implementation table(s) and will update and report on project status and priorities for use in updating the forthcoming implementation tables. The Grantee will assemble notes from discussions with municipalities during this process.	
3c	Draft Plan Review	1. forward relevant DEC press release(s) to local and regional media outlets and municipalities and provide public notice of the 2017 Ottauquechee/Black (10), and 2018 Otter Creek (3), Winooski (8), White River (9), Deerfield (12), and Passumpsic (15) draft tactical basin plans public meeting(s) and report on attendees and comments received. The Grantee shall provide board recommendations to the Secretary.	
		2. provide a post for State's blog, "FLOW," for each basin plan forum hosted, and will post links to relevant DEC webpages for the basins described in #1 above.	As needed
		3. provide an analysis and formal recommendation on conformance of the draft Tactical Basin Plan(s)with the goals and objectives of applicable regional	
		plans with to each relevant Basin Planner.10 VSA Sec. 1253(d)(2)(g).	
3d	Project Priorities OPTIONAL	1. provide a prioritized list of projects and actions for inclusions within tactical plan implementation tables through the watershed projects database, following template provided by State.	
		2. provide to the State the recommendations of the Grantee Commission.	
		3. participate in the Project Prioritization Process in coordination with the State, relevant staff and municipalities to inform local and regional priorities around flood readiness, hazard mitigation, transportation planning, and/or other socio and economic considerations concurrent with each respective basin planning processes.	As needed
3e	Surface Water Management Objectives OPTIONAL	provide municipal letters of support for each relevant municipality where reclassification is proposed for rulemaking.	As needed

Milestone		Scope with Deliverables	Frequency
		2. host hearings as appropriate, and report on dates and attendees in nForm and forward any comments received to DEC.	
3f	Project Implementation	report on task accomplishments related to all subtask 3f deliverables in quarterly report to the (relevant) DEC Watershed Coordinator.	
		2. report on any grant applications developed and ensure that pertinent project details relating to project status is submitted in order to ensure that the Watershed Projects Database is maintained and up-to-date.	
		3. report on project development (and/or updates) to respective stormwater master plans pertaining to municipally owned properties as appropriate (and through coordination with the Watershed Coordinators and River Scientists).	
		4. Where applicable, develop pollution reduction estimates for priority project designs for both conceptual and engineered plans, for consideration of municipally and/or publicly owned property, including public schools, municipal offices and municipal highway garages; These projects will be maintained in the Watershed Project Database.	
		5. populate the state Watershed Project Database (WPD) using the approved (Batch Import File (BIF) or directly into WPD) template/ process during the basin plan development phase of planning.	As needed
		6. may contribute specific project data regarding "Tier 1" projects priorities for elements that inform pollution reduction estimates. "Tier 1" projects are those necessary to meet requirements of federal and state-required clean water plans, known as total maximum daily loads (TMDLs), compliance with Act 64 of 2015, and the 2016 Combined Sewer Overflow Policy. Eligible projects include both conceptual design and engineering plans that estimate pollution reductions (i.e., nutrients and sediment only).	
		7. apply additional prioritization matrices that provide insights on municipal and regional benefits accrued for relevant basins (Basins in the planning phase for FY18 – Southern Lake Champlain (2-4), Otter Creek (3), Northern Lake Champlain (5), Winooski (8), White (9), Ottauquechee/Black (10), Deerfield (12-13), and Passumpsic (15)). DEC will periodically request input from the Grantee on priority	

Mileston	estone Scope with Deliverables		Frequency
		project opportunities that may inform subsequent ERP and Block Grant cycles	
4	Program Oversight and Reporting	1. The CCRPC shall negotiate and execute the statewide contract. 2. The CCRPC shall negotiate sub-awards with the other 10 RPCs. 3. The CCRPC shall develop and provide a press release template to be used by all RPCs. 4. The RPCs will provide an updated eligibility statement. 5. The RPCs will propose ten sub-awards negotiated for DEC approval with task budget estimates. 6. The CCRPC and the RPCs shall retain correspondence between RPC and State regarding administration of this agreement. 7. The RPCs will submit monthly progress reports and quarterly invoices to CCRPC within 30 days of the end of time period.	As needed

Attachment B Payment Provisions

The CCRPC agrees to compensate the SUBGRANTEE for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement.

- A. General. The CCRPC agrees to pay the SUBGRANTEE and the SUBGRANTEE agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachments A and B a maximum fee not to exceed Twenty-Nine Thousand and Thirty-Four dollars (\$29,034). All costs necessary to carry out the activities described in Attachments A and B, are to be determined by actual cost records kept by the SUBGRANTEE and any sub-contractors of the SUBGRANTEE in accordance with the provisions of this Agreement, the cost principles established by 49 CFR 18.22 and 48 CFR 31.2, 2 CFR 225, and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Payment Procedures. The CCRPC shall pay, or cause to be paid, to the SUBGRANTEE progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each expense line items such as hourly rates for the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the CCRPC, for all work. Request for payment for subcontractor activities shall be included with the SUBGRANTEE's submittals but will be documented separately.

The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The CCRPC shall seek to make payments within forty-five (45) days of receipt of an invoice from the SUBGRANTEE.

All payments by the CCRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBGRANTEE including but not limited to bills, invoices, progress reports and other proofs of work.

The completion of the Agreement is subject to the availability of funds. Written reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical. Payment must be requested using an invoice showing name of project, period in which work is performed, amount billed to date, and balance by task.

All invoices (electronically via PDF is preferred) should be submitted to:

Name: Dan Albrecht, Senior Planner & Forest Cohen, Senior Business Manager

Address: Chittenden County Regional Planning Commission

110 West Canal Street, Suite 202 Winooski, VT 05404-2109

E-mail: dalbrecht@ccrpcvt.org & fcohen@ccrpcvt.org

Additionally, the following nine (9) provisions are applicable:

1. The SUBGRANTEE shall provide the mutually agreed upon deliverables as listed in Attachment A to the CCRPC at the actual billable rates by position. Work performed

will be paid at an hourly rate basis. Documented approved direct costs will be reimbursed by the CCRPC up to the budgeted amount. The SUBGRANTEE will invoice the CCRPC not more frequently than monthly. The SUBGRANTEE will not be paid for any deliverables that were not previously approved by the CCRPC.

- 2. If the documented work as provided by the SUBGRANTEE, has not been completed to the satisfaction of the CCRPC, as determined by the project manager, the CCRPC reserves the right to withhold payment until the work has been satisfactorily completed. Overdue balances resulting from non-payment of unsatisfactory work will not be subject to interest or finance charges. The CCRPC shall not be responsible for the expenses of the SUBGRANTEE.
- 3. The CCRPC will measure sufficient progress by examining the performance required under the scope of work in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The CCRPC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
- 4. The SUBGRANTEE agrees to a 10% retainage of the entire agreement amount subject to review, approval and acceptance of the grantee's final report by CCRPC and the State.
- 5. If you are required to have an audit, you are to report to CCRPC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.
- 7. Up to 90 days of pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in Attachment A.
- 8. In the event of a multi-year or overlapping fiscal year contract, all expenses incurred in a given fiscal year must be billed in that fiscal year in order to qualify for reimbursement.
- 9. Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of grant funds, and upon reimbursement to CCRPC by DEC.



Vermont Department of Environmental Conservation

Agency of Natural Resources

Form 430 Request for Funds

Form must be filled out entirely before payment is released

Grantee Name: Central Vermont Regional Planning Commission

Grant #: 2019-TBP-001 Payment#:__ Amount Requested: \$_____

Performance Measures and Deliverables:

	Budget Category	Budget Amount	Amount Requested This Period	Total Invoiced to Date (including this request)	Remaining Amount
			(Date Range of Request)		
1	Tactical Basin Planning	\$9,675	\$0	\$0	\$0
2	TBP Implementation	\$15,189	\$0	\$0	\$0
3	Program Oversight & Reporting	\$4,170			\$0
	Total	\$29,034	\$0	\$0	\$0

Approvals for Payment Signed by: Sub-Grantee: _______ Date: _____ Title: _____ The Sub-Grantee certifies that deliverables being billed on this invoice have been completed as outlined in the grant agreement.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Attachment C: Standard State Provisions for Contracts and Grants (see attached "Revised December 15, 2017" version)

Attachment D Other Grant Agreement Provisions

1. Required Deliverable for Outreach Activities: As stated in the grant agreement's table of deliverables, all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings) are required to complete the Clean Water Outreach Efforts nFORM within one week of each event taking place. This online form and corresponding instructions are available at: http://dec.vermont.gov/watershed/cwi/grants

2. References Cited:

Vermont Department of Environmental Conservation list of priority towns, http://dec.vermont.gov/sites/dec/files/wsm/erp/docs/SWMPstatewidetable1-12-18.pdf

Clean Water Sign Plan, http://dec.vermont.gov/sites/dec/files/wsm/erp/docs/2017-09-05_Clean-Water-Sign-Plan-APPROVED.pdf

Tactical Basin Plan Development Schedule https://dec.vermont.gov/sites/dec/files/wsm/mapp/docs/mp_MonitoringAssessmentPlanningRotation.pdf

Attachment E CCRPC Additional Provisions

- 1. <u>Communicating & Acknowledging Funding Support</u>: The SUBGRANTEE shall not refer to the State or to the CCRPC 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 and/or the CCRPC.
- 2. <u>Self-Certification:</u> All invoices must be signed by an official who can legally bind the SUBGRANTEE and includes the following certification of expense clause: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- 3. **Flow Down:** Attachments C & D contain Standard State grant agreement language which refers specifically to CCRPC's Grant with Vermont Department of Environmental Conservation. All State and Federal requirements, if any, flow down to the SUBGRANTEE regardless of specific applicability.
- 4. **Cost of Materials:** SUBGRANTEE will not buy materials and resell to the CCRPC at a profit.
- 5. <u>Work Product Ownership:</u> Upon full payment by the CCRPC all products of the SUBGRANTEE's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the CCRPC and may be used for public purposes but may not be copyrighted or resold by SUBGRANTEE.
- 6. **Prior Approval/Review of Releases:** N/A
- 7. **Ownership of Equipment:** Any equipment purchased by or furnished to the SUBGRANTEE by the CCRPC under this Agreement is provided on a loan basis only and remains the property of the CCRPC.
- 8. <u>SUBGRANTEE's Liens:</u> SUBGRANTEE will discharge any and all contractors' or mechanics' liens imposed on property of the CCRPC



October 16, 2018

Charlie Baker, Executive Director Chittenden County Regional Planning Commission 110 West Canal Street, Suite 202 Winooski, VT 05404

Dear Charlie,

We are pleased once again to work with the CCRPC and other VAPDA members to implement Tactical Basin Planning Services. The following information addresses the Eligibility and Scope of Work outlined in the RFP issued by the Vermont DEC's Clean Water Initiative Program and the Monitoring, Assessment and Planning Program.

ELIGIBILITY STATEMENT

The CVRPC team has extensive experience working with the public and water quality partners in the tactical basin planning process. From 2015 through 2016, CVRPC staff assisted in the development of the **2016 Lamoille TBP** and provided outreach to those towns in our region in the Lamoille River Watershed. During the past two fiscal years, CVRPC has had a key role in the development in the **Winooski Tactical Basin Plan** and the **White River Tactical Basin Plan** by providing the basin planner with priority projects, conducting outreach presentations on the basin planning process, and assisting in grant application development for project implementation. To help with communication on water quality issues in the region, the CVRPC formed a Clean Water Advisory Committee (CWAC) that meets monthly and is comprised of representative from the Board of Commissioners, municipalities, watershed groups, and the Winooski Natural Resources Conservation District.

The CVRPC communicates and collaborates regularly with member municipalities on water quality related issues, from stormwater to municipal roads general permit. With Ecosystem Restoration Program (ERP) grant application rounds, CVRPC assists municipalities interested in grants funds with their applications. CVRPC maintains a strong partnership with three regional watershed organizations, the Winooski Natural Resources Conservation District (WNRCD), the Friends of the Winooski River (FWR), and the Friends of the Mad River (FMR). They have complementary capabilities that can improve the Tactical Basin Planning process in Central Vermont. We have partnered with them previously on river corridor plans, stormwater master plans, stormwater implementation projects, and Basin planning.

Currently, CVRPC and the FWR are collaborating in a forest management project in the headwaters communities of the Winooski River using funding from High Meadows. CVRPC has also received an ERP grant to conduct a stormwater master plan for the Mad River watershed. The FMR are an integral partner in this project. In recent years, the CVRPC has partnered with the WNRCD to conduct road erosion inventories.

CVRPC is quite familiar with the state's water quality priorities, rules and regulations. Our staff have provided outreach to communities on various regulations through the clean water act. Workshops we've conducted included the Clean Water Act, Municipal Roads General Permit, Class 4 Road BMP implementation, the Winooski Tactical Basin Plan, and River Corridor Planning.

On a weekly basis, the CVRPC emails its outreach events and recent news including water quality information to approximately 200+ municipal and organizational contacts. CVRPC's newsletter is distributed quarterly and includes information about key projects and updates to water quality rules. Targeted emails are used when appropriate. CVRPC also uses social media such as Facebook, Twitter, and our website to advertise events and news.

The overall Lead Staff and Point of Contact for the Central Vermont Regional Planning Commission (CVRPC) as part of this VAPDA proposal will be: Pam DeAndrea, Senior GIS Planner.

Pam has been directly involved in the management and execution of the first three iterations of the Tactical Basin Planning project; the CW2016-TBP-001, 2017-TBP-001, and 2018-TBP-001 Grant Agreements between DEC and the Regional Planning Commissions.

Previously, Pam was employed as the GIS Planner at the Lamoille County Planning Commission where she worked very closely with Danielle Owczarski of the DEC to aid in the development of the 2016 Lamoille Tactical Basin Plan. Since joining CVRPC in March 2017, she has been working with Karen Bates of the DEC in the development of the draft 2018 Winooski Tactical Basin Plan and with Danielle Owczarski on the draft 2018 White River Tactical Basin Plan. As part of this effort, she has conducted many outreach events on the Winooski Basin Plan including bringing the standardized presentation to Planning Commissions and Select Boards in the region and the CVRPC Board of Commissioners.

Under the previous funding, the Pam assembled a Clean Water Advisory Committee (CWAC) which includes members from municipalities, watershed groups, and the Winooski Natural Resource Conservation District. This committee meets monthly and has been very involved in review and providing comments on the Tactical Basin Plans as well as participating in project implementation initiatives. The CWAC will serve as the key outreach and coordination group for water quality outreach and Tactical Basin Plan project implementation prioritization.

Throughout her career, Pam has managed and continues to manage water quality and natural resources projects, including:

- Kingsbury Branch/Mad River Stormwater Master Planning \$140,530 VT DEC Clean Water grant, August 2017 through June 2019.
- Barre Town, Barre City, and Plainfield Stormwater Master Plan \$95,641 VT DEC Clean Water grant, September 2016 through December 2017.
- Berlin Stormwater Master Plan \$45,248 VT DEC Clean Water grant, September 2016 through December 2017.
- 2018 State Hazard Mitigation Plan Update \$15,750 subgrant with CCRPC, June 2016 through November 2017.
- Mad River Corridor Plan \$27,878 VT DEC Clean Water grant, June 2016 through June 2018.
- Numerous Stream Geomorphic Assessments and River Corridor Plans in Vermont and New Hampshire from 2004 through 2015.

Pam earned an M.S. in Water Resources from the University of Vermont, Rubenstein School of Environment and Natural Resources, and a B.S. in Environmental Geology from SUNY New Paltz. She obtained her Certified Floodplain Manager credentials in November 2016. Prior to her work with regional planning commissions, Pam worked several years in the private sector consulting. She invested 10 years as an Environmental Scientist/GIS Specialist at Bear Creek Environmental in Montpelier, VT, where she conducted several Stream Geomorphic Assessments and developed River Corridor Plans for various clients, including municipalities. Pam worked seven years with Stone Environmental, Inc. in Montpelier, VT where she helped to pioneer GIS watershed characterization as part of national herbicide/pesticide runoff studies and phosphorus loading studies in Vermont.

Overall Project oversight will be provided by **Bonnie Waninger, Executive Director**. Having joined CVRPC in 2015, Bonnie Waninger is leading the Commission's strategic change to engage municipalities, citizens, and business owners more fully in decision making about Central Vermont's future. She served as Executive Director of the Lamoille County Planning Commission for eight years. While there, she led efforts to increase the working partnership between the regional planning and regional development organizations and to develop a comprehensive regional plan anchored in the region's economic and natural resource values. As Assistant Director and Special Projects Planner for the Northwest Regional Planning Commission, she launched the Commission's hazard mitigation, green infrastructure, and brownfields programs. Other previous positions include Recreation Director for the Town of Jericho, VT; Landscape Architect and Outdoor Recreation Planner for the National Park Service Rivers, Trails, and Conservation Assistance program; Forestry Volunteer for the United States Peace Corps, and Landscape Architect in the private sector. She earned dual bachelor's degrees in Landscape Architecture and Environmental Design from Ball State University. She is a 2008 graduate of the Snelling Center for Government's Vermont Leadership Institute.

Fiscal management of the Agreement will be provided by Nicole Sancibrian, CPA, CVRPC's contracted Financial Manager. With 19 years experience as a Certified Public Accountant, Nicole is responsible for all aspects of accounting for CVRPC. She is a Quickbooks expert with knowledge of GAPP, GAAS, and GAGAS/Yellowbook, and expertise in financial statement preparation and auditing procedures, including evaluating internal control systems to discover weaknesses and provide suggestions for improvement and audits for compliance with Federal grant requirements. She also serves as contracted financial manager for the Lamoille County Planning Commission.

Other CVRPC staff including Senior Planners, Planners, Transportation Program Manager, and Planning Technicians will also work on this project for Municipal Planning Assistance, outreach, Basin Planning, and project implementation activities.

How CVRPC's Regional Plan addresses - 24 V.S.A. §4302 and - 24 V.S.A. §4348a(a)(6)(B)

Regional Plan: CVRPC's Regional Plan was adopted in 2016. The Plan's policies and strategies address:

- 24 V.S.A. §4302 "Vermont's water quality should be maintained and improved according to the policies and actions developed in the plans established by the Secretary of Natural Resources under 10. V.S.A. §1253" and,
- 24 V.S.A. §4348a(a)(6)(B) A statement of policies on the "protections and improvement of waters of the State to be used in the development and furtherance of the applicable basin plans established by the Secretary of Natural Resources under 10. V.S.A. §1253."

The Land Use element of CVRPC's Regional Plan includes a section on resource protection including surface waters. CVRPC is dedicated to improving the quality of the surface water resources in our region including shoreland protection, river corridor planning and protection, enhancing stream buffers, flood resiliency efforts, conservation easements, stormwater management and helping communities to identify projects to help address the Lake Champlain TMDL. CVRPC conducts outreach with its member municipalities and assists them to achieve the policies under Goal 1: "To promote sound management, conservation and use of the Region's natural resources." The following policies outline the specific areas of focus for surface water quality protection in the Central Vermont Region.

- Goal 1 Policy 3: "Support the betterment of surface water quality in the Region."
- Goal 1 Policy 4: "Encourage enhanced educational opportunities on watershed functions, protection and restoration, particularly those targeted to youth."
- Goal 1 Policy 5: "Avoid or limit development and investment in identified flood hazard areas. Where established economic and institutional centers exist, development in these centers shall adhere to strict floodplain management standards to minimize flood damage and public safety risk."
- Goal 1 Policy 6: "Improve flood resilience planning, education and outreach activities to create a citizenry aware of flood risks, potential costs, and actions that can serve to reduce risk and future property loss."

The CVRPC team has extensive experience in working with the public and with appropriate water quality partners in the tactical basin planning process. From 2015 through 2016, CVRPC staff assisted in the development of the 2016 Lamoille TBP and provided outreach to those towns in our region in the Lamoille River Watershed. During this past fiscal year, CVRPC has had a key role in the development in the Winooski Tactical Basin Plan by providing the basin planner with priority projects, conducting outreach presentations on the basin planning process, and assisting in grant application development for project implementation. To help with communication on water quality issues in the region, the CVRPC plans to form a Clean Water Advisory Committee that will meet monthly and be comprised of representative from the Board of Commissioners, municipalities, and regional watershed partners.

The CVRPC communicates and collaborates regularly with member municipalities on water quality related issues, from stormwater to municipal roads general permit. With Ecosystem Restoration Program (ERP) grant application rounds, CVRPC assists municipalities interested in grants funds with their applications. Additionally, CVRPC maintains a strong partnership with three regional watershed organizations, the Winooski Natural Resources Conservation District (WNRCD), the Friends of the Winooski River (FWR), and the Friends of the Mad River (FMR). They have complementary capabilities that can improve the Tactical Basin Planning process in Central Vermont. We have partnered with them previously on river corridor plans, stormwater master plans, stormwater implementation projects, and Basin planning and will partner with one or more of them to supplement our efforts for specific tasks.

Currently, CVRPC and the FWR are collaborating in Water Wise Woodlands, a forest management project in the headwaters communities of the Winooski River using funding from High Meadows. CVRPC has also received an ERP grant to conduct a stormwater master plan for the Mad River watershed. The FMR are an integral partner in this project. In recent years, the CVRPC has partnered with the WNRCD to conduct road erosion inventories.

CVRPC is quite familiar with the state's water quality priorities, rules and regulations. The CVRPC staff have provided outreach to communities on various regulations through the clean water act. Workshops that CVRPC has conducted as part of its outreach program have included the Clean Water Act, Municipal Roads General Permit, and River Corridor Planning.

On a weekly basis, the CVRPC emails its outreach events and recent news including water quality information to approximately 200+ municipal and organizational contacts. The newsletter for CVRPC is sent out quarterly and includes information about key projects and updates to water quality rules as well as targeted emails where appropriate. The CVRPC also uses social media such as Facebook, Twitter, and our website to advertise events and news.

The most recent direct experience in basin planning outlined above as well as the staff credentials noted in Criteria #1 make CVRPC an ideal candidate to complete the tasks outlined in this RFP. Details regarding our abilities to carry out the tasks in the proscribed Scope of Work are show below. Additionally, the CVRPC intends to sub-grant with one or more regional watershed partners to assist with specific tasks as detailed below.

The CVRPC will carry out the required tasks [and selected optional tasks as noted] and implement the applicable deliverables as delineated for each Task in the Scope. Additional details on the planned approach of the CVRPC is noted where appropriate.

IMPLEMENTATION OF THE SCOPE OF WORK

The CVRPC agrees to complete the tasks outlined in the attached Scope of Work and commit to implement the following applicable deliverables for each sub-task:

Task 1 Tactical Basin Planning

1a. Draft Basin Plan Development	Winooski (8), White (9)	Yes
1b. Draft Plan Review	Winooski (8), White (9)	Yes
Tasks 2 Tactical Basin Plan Implementation		
2a. State and Municipal Coordination	Required	Yes
2b. Municipal Outreach and Education	Required	Yes
2c. Municipal Plans/Bylaws	Required	Yes
2d. Stormwater Master Planning and Follow-up	Optional, Region Specific	Yes
2e. Project Co-Benefit Analysis	Required	Yes
2f. Surface Water Management Objectives	Optional	Yes
Task 3 Program Oversight and Reporting	Deliverables 4-8, Required	Yes

The CVRPC looks forward to working with the Agency of Natural Resources to educate our member municipalities and the public to improve and safeguard Vermont's waters.

Sincerely,

Bonnie Waninger

Executive Director

ATTACHMENT A Scope of Work

Task 1: Tactical Basin Planning (Required)

1. Subtask 1a): Draft Basin Plan Development (Required, Basin Specific, not applicable to basins that are not in the planning queue): The CVRPC shall review assessment data and coordinate with the respective Watershed Coordinator to reach out to affected municipalities, explain the nature of the State's water quality assessment information, and identify key water quality issues specific to each member municipality, as referenced in the ANR Basin Plan two-year Schedule (Figure 1). The CVRPC shall employ a mutually agreed upon standardized presentation approach that also provides an overview of the state water quality standards, the Surface Water Management Strategy, and relevant TMDLs, or other relevant surface water management plans. The CVRPC shall report results of the outreach to the state's Watershed Coordinator using an agreed-upon reporting template. The CVRPC will serve as a member of the watershed coordinator's external stakeholder group and will participate in all stages of plan development to the extent the budget allows. The CVRPC will participate in the planning process for the DEC Tactical Basins in the planning phase for FY19 (including the Winooski (8) and the White (9) and report any required information via the DEC nForm (see Attachment D).

<u>Deliverables:</u>

- 1. The CVRPC will provide a summary of municipal and CVRPC comments and input to the watershed coordinator.
- 2. As appropriate, CVRPC may host or participate in tactical basin planning meetings with the basin planner, key partners and municipalities to discuss targeted water quality issues and opportunities to address these where the RPC has expertise. Each RPC will have an advisory committee that includes municipalities, conservation districts, watershed groups, and other interested parties to provide recommendations regarding TBPs and related water quality issues (existing committees, such as Natural Resource or Clean Water committees may serve this role).
- 3. The CVRPC will consider municipal and regional priorities with respect to water quality issues and opportunities to be incorporated into the draft TBPs.
- 4. The CVRPC will report on (and provide maps of, where relevant) municipal water quality related assessment data that may inform the assessment chapters of each TBP as it pertains to water quality related flood readiness, hazard mitigation, and transportation planning.
- 5. The CVRPC will deliver recommendations for municipal zoning actions to be included in tactical basin plans to the watershed coordinator.
- 6. The CVRPC will provide a list of towns who are either in the queue or currently undertaking a revision to Town Plans and/or Zoning Regulations within the Tactical Basin Plan (TBP) cycle, and identify opportunities for water quality provisions. (only Basins in the planning phase for FY19).

7. The CVRPC will revisit prior TBP iteration implementation table(s) and will update and report on project status and priorities for use in updating the forthcoming implementation tables. The CVRPC will assemble notes from discussions with municipalities during this process.

Subtask 1b): Draft Plan Review (Required, basin specific): In accordance with the ANR Basin Plan schedule, the CVRPC shall provide for at least one publicly noticed hearing on draft tactical basin plan(s), coincident with a meeting of the appropriate governance body for the CVRPC to obtain comments on draft plan(s) content from municipalities and CVRPC Boards (see 10 also V.S.A. § 1253(d)(2)(G)), and shall work with the State watershed coordinator to host at least one separate public forum on the draft plan. Through the Watershed Coordinators, the CVRPC shall provide CVRPC board recommendations to the Secretary regarding the draft plan's content and its implementation priorities. CVRPCs shall share their recommendation and conformance letters with the other RPCs to encourage a consistent approach. Each relevant Watershed Coordinator should also be provided with an opportunity to review draft Regional Plans as they pertain to Water Resource issues and shall provide recommendations to each respective RPC(s) on the draft plan's content.

Deliverables:

- 1. The CVRPC will forward relevant DEC press release(s) to local and regional media outlets and municipalities and provide public notice of the draft tactical basin plans public meeting(s) and report on attendees and comments received (only Basins in the planning phase for FY19). The CVRPC shall provide board recommendations to the Secretary.
- 2. The CVRPC will provide an analysis and formal recommendation (including comments) from their Board of Commissioners on conformance of the draft Tactical Basin Plan(s) with the goals and objectives of applicable regional plans to each relevant Basin Planner.10 VSA Sec. 1253(d)(2)(g).
- 3. The CVRPC will utilize a consistent approach in conducting the conformance review process – in coordination with DEC Watershed Coordinators by sharing draft and final letters with the other RPCs to get to as consistent a format as possible.

Task 2: Tactical Basin Plan Implementation (Required):

Subtask 2a): State and Municipal Coordination (Required): The CVRPC will engage in regular coordination with: (1) each of the state's five regional Watershed Coordinator(s); (2) Municipalities; and (3) Natural Resource Conservation Districts engaged in tactical basin planning (pursuant to 10 V.S.A. § 1253(d)(3)). In addition to focusing on how to move the most cost effective projects in each sector, these meetings are intended to ensure that there is no duplication of effort between statewide entities that are the recipients of the FY19 Tactical Basin Planning grant agreements.

Deliverables:

The CVRPC will meet as needed with partner organizations and their respective DEC Watershed Coordinator for each region in order to coordinate on TBP activities (related activities include those identified through Act 64 as well as the Champlain, Connecticut, and Memphremagog TMDLs). Region in this instance is defined as a watershed or subwatershed scale. Regional coordination meetings should occur: (1) at the behest of either the CVRPC and/ or basin planner, or (2) at most on a monthly schedule. Report progress on municipal outreach, basin planning priorities, and opportunities/challenges encountered during basin planning and project development/implementation processes.

Subtask 2b): Municipal Outreach and Education (Required): The CVRPC will provide relevant educational programming and communication to municipalities in their region as needed about the requirements of the VCWA, relevant TMDLs (including Champlain, Memphremagog, and Long Island Sound), relevant tactical basin plan, and related regulatory requirements. The State shall collaborate with the CVRPC in developing and then specifying the components of this training which will include all municipally-relevant and sector specific components of VCWA. The CVRPC shall track outreach efforts and which municipalities and/or stakeholders have participated in these outreach sessions. As resources allow, the CVRPC shall assist municipalities with technical assistance or outreach to advance TBP projects or priorities.

Deliverables:

- 1. The CVRPC will document dates and specific staff participating in State-sponsored
- 2. The CVRPC will document in nForm the dates and attendees of presentations provided or hosted by the CVRPC.
- 3. The CVRPC will provide a link to DEC's webpage on its website.
- 4. The CVRPC will make at least one web post per quarter in the State's blog entitled "FLOW" describing activities undertaken or meetings held under this agreement particularly as related to the basin plan process
- 5. The CVRPC will provide targeted outreach to municipalities with impaired, altered, or stressed waters - these target areas can be identified by Watershed Coordinators
- 6. The CVRPC will provide a quarterly report to the State (relevant Watershed Coordinator) regarding municipal coordination and outcomes.
- 7. The CVRPC will report on efforts to provide municipalities any needed technical assistance or outreach to advance TBP priorities or projects not addressed below towards implementation.

Subtask 2c): Municipal Plans/Bylaws (Optional): The CVRPC shall, in consultation with State's Rivers Program staff, provide technical and planning support and outreach to assist municipalities in their region with municipal plan updates, municipal bylaw updates, hazard mitigation plans, other implementation tools, and flood hazard area and river corridor regulations consistent with the DEC Flood Hazard Area and River Corridor Protection Procedures. The CVRPC may, as a result of their work with municipalities, submit suggestions to Rivers Program staff for river corridor map updates consistent with the protocols outlined in the DEC Flood Hazard Area and River Corridor Protection Procedures using data consistent with the ANR Stream Geomorphic Assessment Protocols.

Deliverables:

- 1. The CVRPC will provide a summary of activity (meetings and progress) with interested municipalities in their region. Any public meetings or workshops shall be documented in DEC's nForm portal (see Attachment D).
- 2. The CVRPC may deliver suggestions for River Corridor map revisions for their regions to DEC's Rivers Program.
- 3. The CVRPC will post at least one good example of plan element or bylaw section language to appropriate websites (flood ready, ANR, Vermont Planning Information Center, as well as the CVRPC's).

Subtask 2d): Stormwater Master Planning and Follow-up (Optional): The CVRPC shall provide appropriate training, education and outreach to municipalities in their region to strengthen support for water quality investments and to ensure integration of water quality management efforts into other areas of municipal planning and regulation as appropriate. The CVRPC shall promote the application of stormwater master planning for municipalities identified by the relevant Tactical Basin Plans as in need of such assessment (and per the <u>DEC List of priority towns – see Attachment</u> D). The CVRPC may assist municipalities with planning for compliance with the pending developed lands general permit, municipal roads general permit, and for compliance with the municipal separate storm sewer system permit (MS4).

Deliverables:

- 1. The CVRPC will report on the municipalities engaged in Stormwater Master Plans (SWMP) in their region and will.
 - a. report on applications for SWMP funding, including where RPCs are providing technical support,
 - b. the agreed timeline for conducting master planning,
 - c. the SWMP template to be followed, and
 - any barriers to executing the stormwater master planning work.
- 2. The CVRPC will report on work with municipalities to prepare and submit grant applications to implement priority projects from their SWMP.
- 3. The CVRPC will report on efforts to provide municipalities any needed technical assistance or outreach to advance SWMP projects towards implementation.
- 4. The CVRPC will provide documentation of any assistance requested and provided for compliance with the developed lands general permit and/or the municipal separate storm sewer system permit.

Subtask 2e): Project Co-Benefit Analysis (Required): The CVRPC will assist DEC staff in conducting a science-based prioritization of clean water improvement projects. The CVRPC will identify co-benefits for transportation, hazard mitigation, and flood readiness

resources to be used in DEC's prioritization of projects. DEC will identify the appropriate input functionality for project migration into the Watershed Projects Database.

Deliverables:

- 1. The CVRPC will participate in the Project Prioritization Process in coordination with the State, relevant staff and municipalities to inform State grant funding (primarily for Ecosystem Restoration Grant Program and Block Grants) decisions with local and regional co-benefits around flood readiness, hazard mitigation, transportation planning, and/or other socio and economic considerations concurrent with each respective basin planning processes (per 10 VSA 1253(d)(3)(D)).
- 2. The CVRPC may contribute specific project data regarding "Tier 1" projects priorities for elements that inform pollution reduction estimates. "Tier 1" projects are those necessary to meet requirements of federal and state-required clean water plans, known as total maximum daily loads (TMDLs), compliance with Act 64 of 2015, and the 2016 Combined Sewer Overflow Policy. Eligible projects include both conceptual design and engineering plans that estimate pollution reductions (i.e., nutrients and sediment only).

Subtask 2f): Surface Water Management Objectives (Optional): Using supporting documentation provided by the State, municipalities and CVRPC's staff may provide public notice of and hold at least one forum to explain and request from affected municipalities statements of comment or support for designation of candidate Outstanding Resource Waters, or candidates identified for re-classification to Class A(1), Class B(1), and/or Class 1 Wetlands in existing tactical basin plans adopted after 2014.

Deliverables:

- The CVRPC will provide municipal letters of support for each relevant municipality_ where reclassification is proposed for rulemaking.
- 2. The CVRPC will host hearings as appropriate, and report on dates and attendees in nForm and forward any comments received to the State.

Task 3: Program Oversight and Reporting (Required):

The CVRPC shall negotiate sub-awards with the other RPC's, Natural Resource Conservation Districts (NRCD), and watershed organizations subject to the State's approval, and review compliance with grant requirements by all sub-awardees. Each RPC shall submit an updated eligibility statement as described in the introduction. The CVRPC shall issue a press release for use by all RPCs to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions and anticipated timeline. The CVRPC shall serve as the communications conduit with the State for all task deliverables that involve developing common presentations, forms, etc. The State shall assist as needed with technical review to ensure consistent quality amongst the sub-awardees. The State shall notify the CVRPC of any concerns with sub-awardees as soon as they become aware of a concern. The RPCs shall report progress on the tasks above bi-monthly and budget expended each quarter.

Deliverables:

- 1. The CCRPC shall negotiate and execute the statewide contract.
- 2. The CCRPC shall negotiate sub-awards with the other 10 RPCs.
- 3. The CCRPC shall develop and provide a press release template to be used by all RPCs.
- 4. The CVRPC will provide an updated eligibility statement.
- 5. The CCRPC and the RPCs (including CVRPC) will propose ten sub-awards negotiated for DEC approval with task budget estimates.
- 6. The CCRPC and the CVRPC shall retain correspondence between RPC and State regarding administration of this agreement.
- 7. The CVRPC will document the results of its work under each task in a consistent statewide format to indicate the value of the effort using the deliverable provided in Schedule A. The CVRPC will collate similar documentation from the other 10 RPCs and deliver them in a standardized format to the State. The RPCs will submit monthly progress reports to the CVRPC and to their applicable DEC Watershed Coordinator and will submit quarterly invoices to CVRPC within 30 days of the end of time period.
- 8. Each RPC will serve as a host site for the Clean Water Initiative program's project implementation signs that will be available for installation by CWIP (e.g., ERP) grant awardees for the construction phase of Clean Water Program funded projects. These signs shall be returned to each host site upon completion of the construction phase of each project. Grant recipients implementing State-funded Clean Water Projects that meet the threshold criteria will be responsible for picking up signs from the Regional Planning Commission in their area, posting the sign at the project site during the construction phase, and returning the sign to the Regional Planning Commission within two weeks of completing the project. Regional Planning Commissions will be responsible for storing and keeping track of the signs, per the Clean Water Sign Plan (See Attachment D):

Central Vermont Regional Planning Commission

Proposed subcontract with VAPDA/CVRPC

FY19 Tactical Basin Planning Services

See attached scope of work for details on sub-tasks and deliverables

DeAndrea, Fringe	Scope of Work			
Pam DeAndrea, Senior GIS Planner DeAndrea, Indirect So S14 S77	Task 1: Tactical Basin Planning	Unit	Rate	CVRPC totals
DeAndrea, Fringe	CVRPC			
DeAndrea, Indirect So S52 S2,60	Pam DeAndrea, Senior GIS Planner	50	\$28	\$1,400
Senior Planner, Senior Planner, Senior Planner, Fringe 20 \$13 \$20 \$20 \$33 \$20 \$20 \$33 \$20 \$20 \$33 \$20 \$20 \$25 \$36 \$31 \$20 \$35 \$36 \$31 \$30 \$3	DeAndrea, Fringe	50	\$14	\$700
Senior Planner, Fringe 20 \$13 \$26	DeAndrea, Indirect	50	\$52	\$2,603
Senior Planner, Indirect 20 \$57 \$1,14	Senior Planner	20	\$33	\$660
Transportation Program Manager 5 \$36 \$16 Transportation Program Manager, Frings 5 \$5 \$5 \$5 \$5 \$5 \$5 \$5	Senior Planner, Fringe	20	\$13	\$260
Transportation Program Manager, Fringe 5 \$5 \$5 \$5 \$5 \$5 \$7 \$7	Senior Planner, Indirect	20	\$57	\$1,141
Transportation Program Manager, Indirect S S51 S25 Planner, Fringe 30 S13 S36 Planner, Indirect 30 S45 S1,33 Planner, Indirect 30 S45 S1,33 Travel 60 S0,545 S36 Task 1, sub-totals n/a n/a S9,65 Task 2: Tactical Basin Plan Implementation Unit Rate CVRPC totals Pam DeAndrea, Senior GIS Planner 100 S29 S2,96 DeAndrea, Fringe 100 S10 S1,00 DeAndrea, Indirect 100 S48 S4,83 Senior Planner, Fringe 30 S13 S36 Senior Planner, Fringe 30 S13 S36 Senior Planner, Indirect 30 S57 S1,77 Planner, Fringe 30 S13 S36 Planner, Fringe 30 S13 S36 Transportation Program Manager 10 S36 S31 Transportation Program Manager, Indirect 10 S48 S44 Travel 100 S0,545 S55 Task 2, sub-totals n/a n/a S15,18 Task 3: Program Oversight Unit Rate CVRPC totals Pam DeAndrea, Senior GIS Planner 20 S28 S56 DeAndrea, Indirect 6 S71 S44 Pam DeAndrea, Senior GIS Planner 20 S28 S56 DeAndrea, Indirect 20 S52 S1,00 Office Manager, Fringe 20 S42 S84 Task 3, sub-totals n/a n/a S4,15 Office Manager, Fringe 20 S42 S84 Task 3, sub-totals n/a n/a S4,15 Task 3, sub-totals	Transportation Program Manager	5	\$36	\$180
Planner	Transportation Program Manager, Fringe	5	\$5	\$25
Planner, Fringe	Transportation Program Manager, Indirect	5	\$51	\$254
Planner, Indirect 30 \$45 \$1,33 Travel 60 \$0.545 \$3.5 Task 1, sub-totals n/a n/a \$9,65 Task 2: Tactical Basin Plan Implementation Unit Rate CVRPC totals Pam DeAndrea, Senior GIS Planner 100 \$29 \$2,90 DeAndrea, Indirect 100 \$48 \$4,83 Senior Planner, Fringe 30 \$33 \$33 Senior Planner, Fringe 30 \$57 \$1,73 Planner, Fringe 30 \$57 \$1,73 Planner, Fringe 30 \$57 \$1,73 Planner, Fringe 30 \$513 \$33 Senior Planner, Fringe 30 \$513 \$33 Senior Planner, Fringe 30 \$513 \$33 Planner, Fringe 30 \$513 \$33 Transportation Program Manager 10 \$36 \$36 Transportation Program Manager, Fringe 10 \$5 \$5 Transportation Program Manager, Indirect 10 \$48 \$48 Travel 100 \$0.545 \$55 Task 2, sub-totals n/a n/a \$15,18 Task 3: Program Oversight Unit Rate CVRPC totals Pam DeAndrea, Senior GIS Planner 20 \$28 \$56 DeAndrea, Indirect 20 \$52 \$1,00 Office Manager, Fringe 20 \$9 \$14 \$22 Office Manager, Indirect 20 \$42 \$86 Task 3, sub-totals n/a n/a \$44,17 Task 3, sub-totals n/a n/a \$44,17 Task 3, sub-totals n/a n/a \$44,17 Task 4,17 100 100 100 100 Task 3, sub-totals 100 100 100 Task 4,17 100 100 100 Task 3, sub-totals 100 100 Task 4,17 100 100 Task 4,17 100 100 Task 4,17 100 100 Task 3, sub-totals 100 100 Task 3, sub-totals 100 100 Task 4,17 100 100 Task 3, sub-totals 100 100 Task 4,17 100 100 Task 3, sub-totals 100 100 Task 3, sub-totals 100 100 Task 4,17 100 100 Task 3, sub-totals 100 100 Task 4,17 100 100 Task 4,17 100 100 Task 4,17 100 100 Task 4,17 100 100 Task 5, sub-totals 100 100 Task 5, sub-tot	Planner	30	\$23	\$690
Travel	Planner, Fringe	30	\$13	\$390
Task 2: Tactical Basin Plan Implementation	Planner, Indirect	30	\$45	\$1,339
Task 2: Tactical Basin Plan Implementation	Travel	60	\$0.545	\$33
Unit Rate CVRPC totals	Task 1, sub-totals	n/a	n/a	\$9,675
Unit Rate CVRPC totals				
Unit Rate CVRPC totals				
Pam DeAndrea, Senior GIS Planner 100 \$29 \$2,90 DeAndrea, Fringe 100 \$10 \$1,00 DeAndrea, Indirect 100 \$48 \$4,83 Senior Planner 30 \$33 \$99 Senior Planner, Fringe 30 \$13 \$33 Senior Planner, Indirect 30 \$57 \$1,77 Planner 30 \$23 \$69 Planner, Fringe 30 \$13 \$33 Senior Planner, Fringe 30 \$45 \$1,77 Planner, Fringe 30 \$45 \$1,33 Planner, Indirect 30 \$45 \$1,33 Transportation Program Manager 10 \$36 \$36 Transportation Program Manager, Fringe 10 \$5 \$5 Transportation Program Manager, Indirect 10 \$48 \$48 Travel 100 \$0,545 \$5 Task 2, sub-totals n/a n/a \$15,18 Task 3: Program Oversight Unit Rate CVRPC totals Waninger, Fringe 6 \$16 \$9 Waninger, Indirect 6 \$71 \$44 Pam DeAndrea, Senior GIS Planner 20 \$28 \$56 DeAndrea, Fringe 20 \$14 \$28 DeAndrea, Indirect 20 \$52 \$1,04 Office Manager 20 \$25 \$5,00 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$86 Task 3, sub-totals n/a n/a \$4,17	Task 2: Tactical Basin Plan Implementation	Unit	Rate	CVRPC totals
DeAndrea, Fringe	Pam DeAndrea Senior GIS Planner			\$2,900
DeAndrea, Indirect 100 \$48 \$4,83 Senior Planner 30 \$33 \$99 Senior Planner, Fringe 30 \$13 \$39 Senior Planner, Indirect 30 \$57 \$1,77 Planner 30 \$23 \$66 Planner, Fringe 30 \$13 \$39 Planner, Fringe 30 \$13 \$39 Planner, Indirect 30 \$45 \$1,33 Planner, Indirect 30 \$45 \$1,33 Transportation Program Manager 10 \$36 \$36 Transportation Program Manager, Fringe 10 \$55 \$59 Transportation Program Manager, Indirect 10 \$48 \$48 Travel 100 \$0.545 \$59 Task 2, sub-totals n/a n/a \$15,18 Task 3: Program Oversight Unit Rate CVRPC totals Task 3: Program Oversight Unit Rate CVRPC totals Waninger, Fringe 6 \$16 \$99 DeAndrea, Senior GIS Planner 20 \$28 \$56 DeAndrea, Indirect 20 \$52 \$1,04 Office Manager, Fringe 20 \$99 \$18 Office Manager, Indirect 20 \$99 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17 Task 3, sub-totals n/a n/a sub-totals sub-totals sub-tota	,		•	\$1,000
Senior Planner 30			•	\$4,835
Senior Planner, Fringe 30 \$13 \$39 \$30 \$17 \$30 \$57 \$17 \$30 \$57 \$17 \$30 \$57 \$17 \$30 \$57 \$17 \$30 \$57 \$30	· · · · · · · · · · · · · · · · · · ·		·	\$990
Senior Planner, Indirect 30 \$57 \$1,72 Planner 30 \$23 \$66 Planner, Fringe 30 \$13 \$39 Planner, Indirect 30 \$45 \$1,33 Planner, Indirect 30 \$45 \$1,33 Transportation Program Manager 10 \$36 \$36 Transportation Program Manager, Fringe 10 \$5 \$5 Transportation Program Manager, Indirect 10 \$48 \$44 Travel 100 \$0.545 \$5 Task 2, sub-totals n/a n/a \$15,18 Task 3: Program Oversight Unit Rate CVRPC totals Bonnie Waninger, Executive Director 6 \$41 \$24 Waninger, Indirect 6 \$71 \$44 Pam DeAndrea, Senior GIS Planner 20 \$28 \$56 DeAndrea, Fringe 20 \$14 \$28 DeAndrea, Indirect 20 \$52 \$1,04 Office Manager 20 \$9 \$18 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17 Task 3, sub-totals n/a n/a sub-totals sub-totals sub-totals sub-totals sub-totals sub-totals su			·	\$390
Planner			·	\$1,711
Planner, Fringe	·			\$690
Planner, Indirect 30 \$45 \$1,33		30	•	\$390
Transportation Program Manager 10			·	\$1,339
Transportation Program Manager, Fringe 10 \$48				\$360
Transportation Program Manager, Indirect 10 \$48 \$48 Travel 100 \$0.545 \$5 Task 2, sub-totals n/a n/a \$15,18 Task 3: Program Oversight Unit Rate CVRPC totals Bonnie Waninger, Executive Director 6 \$41 \$24 Waninger, Fringe 6 \$16 \$5 Waninger, Indirect 6 \$71 \$45 Pam DeAndrea, Senior GIS Planner 20 \$28 \$56 DeAndrea, Fringe 20 \$14 \$28 DeAndrea, Indirect 20 \$52 \$1,00 Office Manager 20 \$25 \$50 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17		10	·	\$50
Travel 100 \$0.545 \$5 Task 2, sub-totals n/a n/a \$15,18 Task 3: Program Oversight Unit Rate CVRPC totals Bonnie Waninger, Executive Director 6 \$41 \$24 Waninger, Fringe 6 \$16 \$9 Waninger, Indirect 6 \$71 \$42 Pam DeAndrea, Senior GIS Planner 20 \$28 \$56 DeAndrea, Fringe 20 \$14 \$28 DeAndrea, Indirect 20 \$52 \$1,04 Office Manager 20 \$25 \$50 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17				\$480
Task 2, sub-totals n/a \$15,18 Task 3: Program Oversight Unit Rate CVRPC totals Bonnie Waninger, Executive Director 6 \$41 \$24 Waninger, Fringe 6 \$16 \$9 Waninger, Indirect 6 \$71 \$42 Pam DeAndrea, Senior GIS Planner 20 \$28 \$56 DeAndrea, Fringe 20 \$14 \$28 DeAndrea, Indirect 20 \$52 \$1,04 Office Manager 20 \$25 \$50 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17			·	\$55
Task 3: Program Oversight Unit Rate CVRPC totals Bonnie Waninger, Executive Director 6 \$41 \$24 Waninger, Fringe 6 \$16 \$5 Waninger, Indirect 6 \$71 \$44 Pam DeAndrea, Senior GIS Planner 20 \$28 \$56 DeAndrea, Fringe 20 \$14 \$28 DeAndrea, Indirect 20 \$52 \$1,04 Office Manager 20 \$25 \$50 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17				\$15,189
Bonnie Waninger, Executive Director 6	,			
Bonnie Waninger, Executive Director 6				
Waninger, Fringe 6 \$16 \$9 Waninger, Indirect 6 \$71 \$42 Pam DeAndrea, Senior GIS Planner 20 \$28 \$56 DeAndrea, Fringe 20 \$14 \$28 DeAndrea, Indirect 20 \$52 \$1,04 Office Manager 20 \$25 \$50 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17	Task 3: Program Oversight	Unit	Rate	CVRPC totals
Waninger, Indirect 6 \$71 \$42 Pam DeAndrea, Senior GIS Planner 20 \$28 \$56 DeAndrea, Fringe 20 \$14 \$28 DeAndrea, Indirect 20 \$52 \$1,02 Office Manager 20 \$25 \$50 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17	Bonnie Waninger, Executive Director	6		\$246
Pam DeAndrea, Senior GIS Planner 20 \$28 \$56 DeAndrea, Fringe 20 \$14 \$28 DeAndrea, Indirect 20 \$52 \$1,04 Office Manager 20 \$25 \$50 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17	Waninger, Fringe	6		\$96
DeAndrea, Fringe 20 \$14 \$28 DeAndrea, Indirect 20 \$52 \$1,04 Office Manager 20 \$25 \$50 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17	Waninger, Indirect	6	\$71	\$424
DeAndrea, Indirect 20 \$52 \$1,04 Office Manager 20 \$25 \$50 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17	Pam DeAndrea, Senior GIS Planner	20	\$28	\$560
Office Manager 20 \$25 \$50 Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17	DeAndrea, Fringe	20		\$280
Office Manager, Fringe 20 \$9 \$18 Office Manager, Indirect 20 \$42 \$82 Task 3, sub-totals n/a n/a \$4,17	DeAndrea, Indirect	20	\$52	\$1,041
Office Manager, Indirect 20 \$42 \$84 Task 3, sub-totals n/a n/a \$4,17	Office Manager	20	\$25	\$500
Task 3, sub-totals n/a n/a \$4,17	Office Manager, Fringe	20	\$9	\$180
	Office Manager, Indirect	20	\$42	\$843
Grand Total>>>>> \$29,03	Task 3, sub-totals	n/a	n/a	\$4,170
Grand Total>>>>> \$29,03				
	I	Grand	Total>>>>>>	\$29,034

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: October 31, 2018
To: Executive Committee

From: Nancy Chartrand, Office Manager

Re: CY2019 Health Insurance

I am requesting Executive Committee approval to maintain CVRPC's approach to its health care benefit for CY2019, however, through an Association Plan, due to the considerable savings to employees with regard to out of pocket maximums. Our current out of pocket maximum for the majority of the plans chosen (family) is \$13,300. With the Association Plan through BRS that maximum would be \$5,500 for a family plan.

The current health care benefit is:

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

Recommended health care benefit is:

- BRS Association Plan administered through BCBSVT as a health insurance provider.
- Employee choice of available plans.
- Employer contribution of 100% of the cost of a BRS Option B Plan for employees and family members.
- 50% payment in lieu of benefit for employees who opt out of CVRPC coverage and provide proof of coverage from another provider.

Health Insurance Premium Cost Change

BCBSVT health insurance rates will increase 3.2% for CY 2019.
BRS rates are very competitive with the current BCBSVT plan that CVRPC has.

Coverage	CY2017 Mo. Rate	CY2018 Mo. Rate	CY2019 Mo. Rate CURRENT PLANS	CY18-CY19 Difference BCBS	CY2019 Association Plan - BRS
Single	\$515.81	\$571.48	\$585.80	\$14.32	\$598.98
Double	\$1,031.62	\$1,142.96	\$1,171.60	\$28.64	\$1,066.14
		\$1,102.96	\$1,130.59		
Parent & Child	\$995.51			\$27.63	\$1,066.14
Family	\$1,449.43	\$1,605.89	\$1,646.10	\$40.21	\$1654.77
Medicare	\$165.29	\$165.29		\$0.00 ¹	Not Available
Choice (Single)	N/A	751.92	\$786.86	\$34.94	\$598.98
Estimated Fees					
(Broker/Association)					\$1,200
Yearly Total ²	\$89,692	\$99,159	\$88,455.12	\$145.74	\$86,616.72

¹Increase currently unknown.

²Based on current employee makeup.



Commissioner Survey

Purpose

The purpose of this survey is to evaluate overall effectiveness of CVRPC Board of Commissioner meetings. The survey's results should guide meeting changes that engage Board members in their roles as municipal liaison and regional representative. The results will be shared with Commissioners. The survey would be administered using Survey Monkey with hard copies available upon request.

Role of the Executive Committee

Evaluate the survey and offer feedback. Are these the right questions? Is the time a Commission would dedicate to the survey of appropriate length?

UNDERSTANDING COMMISSIONERS

A.	Are you a Commissioner or an Alternate Commissioner? ☐ Commissioner ☐ Alternate
	i. For Commissioner:
	a. Do you have an alternate? ☐ Yes ☐ No
	b. If yes, how would you describe your level of interaction with the alternate?
	(on a scale of 1 to 5)
	 Rarely Speak With Alternate
	2. Speak With Alternate On Occasion
	3. Regularly Speak With Alternate
	4. Alternate Occasionally Attends Meetings
	5. Alternate Regularly Attends Meetings

[Note: A Commissioner's response to this question self-selects what the Commissioner sees next.]i. For <3 yrs: Thank you for joining the Commission!

B. How long have you served on the CVRPC Board of Commissioners? (<3 yrs, 4-8 yrs, >9 yrs)

i.	For <3 yrs: Thank you for joining the Commission!
	How could we have better assisted with your transition onto the Board? [mark all
	that apply]
	Examples:
	☐ Provide a Commissioner Handbook.
	☐ The Executive Director could meet with new Commissioners.

Executive Committee

	 □ Have a neighboring town's Commissioner meet with or call new Commissioners. □ Have a Commissioner as a mentor. □ Hold a 30-minute introduction prior to a Commission meeting. □ Provide advance information about Committees, their role and meeting dates, the appointment process, and describe the value of serving on Committees and their work. □ Change the Commission meetings format and content. (Please suggest changes that would benefit new Commissioners.)
	☐ Other:
	ii. For 4-8 and >9 years: Thank you for dedicating your time and perspectives to the Commission!
C.	Do you serve on other Boards? ☐ Yes ☐ No i. If yes, how many?
D.	Do you currently participate on your local government's boards or committees (check all that apply)? Selectboard Planning Commission Development Review Board Zoning Board of Adjustment Conservation Commission Energy Committee School Board Other (please specify)
Ε.	Why did you choose to participate on the CVRPC Board?
F.	What skills, knowledge, or experience do you bring to the Board?
G.	What can we do to increase your participation in Commission activities this year?
Н.	Do you currently, or have you in the past, serve(d) on any CVRPC Committees or Working Groups? ☐ Yes ☐ No
	If yes, please tell us which ones: Executive Committee

	□ Nominating Committee □ Regional Plan Committee □ Project Review Committee □ Town Plan Review Committee □ Transportation Advisory Commi □ Brownfields Committee □ Regional Energy Committee □ Clean Water Advisory Committee □ Personnel Policy Committee □ Bylaw Update Committee □ Other (please specify)	ee		
	For the Committees/Working Groups you've served or feedback:	n, please provic	le the following	3
ВС	DARD MEETING EVALUATION			
Pre A.	e-Meeting Communication Is information distributed prior to meetings helpful? i. If no, why not?	□ Yes	□ No	
В.	Is information distributed prior to meetings of approp i. If no, why not?	riate depth?	☐ Yes	□ No
C.	Is information distributed in a timely manner?	☐ Yes	□ No	
	eeting Were the agendas well planned and clear? i. If no, what should be changed?	□ Yes	□ No	
В.	Do you feel free to contribute or voice concerns? i. If no, why?	□ Yes	□ No	
C.	Was staff participation appropriate? i. If no, why not?	□ Yes	□ No	
D.	What is the most appropriate time for the Commission i. □ Mon □ Tues □ Wed □ Thurs □ Fri (check a ii. □ 5:00 □ 5:30 □ 6:00 □ 6:30 □ 7:00 (check ala	ll that apply)	/Time	
E.	Does the meeting facility meet your needs? i. If no, what should be changed? ii. Are there alternative meeting facilities that yo	□ Yes	□ No	

F.	What could the Board Chair do to increase meeting ef	fectiveness? (o	pen ended)
G.	Do you feel free to contribute or voice concerns? i. If no, why?	□ Yes	□ No
Н.	Was staff participation appropriate? i. If no, why not?	☐ Yes	□ No
	eeting Content and Format How helpful is the meeting content?		

Conte	ent	1 = Excellent 5 = Poor	Areas to Strengthen?
Busin	ess Information		
i.	Trainings (open meeting law,		
	organizational overview, rules of		
	order etc.)		
ii.	5-year strategic goals presentation		
iii.	Annual budget presentation		
iv.	Committee activities reports		
V.	Executive Director updates		
vi.	Staff updates		
vii.	Other? (please specify)		
Policy	Discussions		
i.	Legislative updates		
ii.	State plans & actions		
iii.	Topic speakers		
iv.	Project presentations by staff		
v.	Other (please specify)		
Upda	tes/Presentations by Other		
_	nizations		
_	If these are value added, what		
	additional organizations should the		
	Commission invite?		

- B. For the upcoming year, what topics or discussions do you feel would benefit the Board?
- C. I prefer background information for policy discussions be conveyed by: (check all that apply)

	☐ A single speaker
	☐ Panelists with varied viewpoints
	☐ Staff presentation
	☐ Briefing papers (2-5 pages)
	☐ Displays set up prior to the meeting
	☐ Facilitated Commissioner discussion
	☐ Mix it up, please!
D.	How can Commission meetings better support you in your municipal liaison role?
E.	f you could change one thing about Commission meetings, what would it be?
F.	What question(s) hasn't been asked that you wish we'd asked?

G. Do you have other comments you wish to add?



MEMO

Date: November 1, 2018

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Hiring Update

CVRPC has two vacant positions currently. These positions were held previously by Eric Vorwald and Laura Ranker. Eric served as a land use planner and focused on energy. Laura served as emergency management planner and focused on municipal assistance for Community Development Block Grants.

Land Use Planner

This position was advertised as a Planner or Senior Planner position. CVRPC interviewed three candidates and elected not to hire. The position was readvertised. Staff is checking references of a potential new hire. If reference checks and compensation negotiations are successful, the candidate would begin work in mid-December. The candidate has 5 years experience in municipal and regional planning.

Emergency Management Planner

This position was advertised as an Assistant Planner or Planner position. It was restructured to be the emergency management planner and have an additional focus on land use planning. Adding the land use component will add land use capacity for CVRPC and allow Senior Planners to better utilize their added skills. The job had been advertised for two weeks. Two applications have been received. Staff is in the process of scheduling interviews with two candidates. If the hiring process is successful, a candidate would begin work in early January.

Workforce Forecasting

CVRPC is experiencing the same workforce challenges as other employers. A shrinking workforce and competitive hiring environment is resulting in fewer applicants, higher wages, and workforce mobility among positions. For instance, four RPCs in Vermont are currently hiring 1-2 positions each. The Commission should expect that compensation rates will need to be increased in the upcoming years to maintain and hire staff. Those staff will be less likely to match with requested job skills and experience, necessitating increased training.



MEMO

Date: October 23, 2018

To: Executive Committee

From: Bonnie Waninger, Executive Director Re: GIS Services Policy Annual Report

This memo provides the FY18 Annual Report of free GIS services provided to municipalities.

In 2016, the Executive Committee updated CVRPC's GIS Services Policy. Through the updated policy, member municipalities receive 12 hours of GIS services a year at no charge. These hours can be used for map making, data development, GIS analysis, or GIS user assistance. As part of the policy, the Executive Committee requested an annual report of services used.

Municipality	Hours	Project
Barre City		
Barre Town	3.25	Industrial Park
		web map
Berlin	.25	Web map
Cabot		
Calais	11.50	Web map updates
Duxbury	1.25	Emergency zone
		data assistance
East	6.25	Town Plan maps
Montpelier		
Fayston		
Marshfield	1.50	Town Plan map
Middlesex		
Montpelier		
Moretown		_

Municipality	Hours	Project
Northfield	4.25	Village Center
		designation map
Orange		
Plainfield	.25	Zoning map update
Roxbury		
Waitsfield		
Warren		
Washington		
Waterbury		
Williamstown		
Worcester	3.5	Parcel map
		assistance
Woodbury		

Total Service Hours = 32.00

Executive Committee

Page 83Approved:______, 2018

1		CENTRAL	VERMON	TREGIONAL PLANNIN	IG COMM	ISSION
2			Ex	cecutive Committee		
3	Minutes					
4				October 1, 2018		
5				200000: 1, 1010		
6	Pres	ent:				
	×	Julie Potter	×	Laura Hill-Eubanks		Michael Gray
		Dara Torre	×	Steve Lotspeich	×	Janet Shatney
	×	Byron Atwood		·		•
7		,				
8	Staff	f: Bonnie Waninger, Na	ancy Chartran	d		
9		sts: None	·			
10						
11	Chai	r Potter called the mee	ting to order	at 4:06 pm. Quorum was p	resent to con	duct business.
12						
13	ADJU	USTMENTS TO THE AG	ENDA			
14	J. Po	tter requested we add	ress the conse	ent items first while awaitin	g B. Waninge	er to join the meeting.
15						
16	PUB	LIC COMMENT				
17	None	e				
18						
19		SENT ITEMS				
20	L. Hi	ll-Eubanks moved to ap	prove the cor	isent items; S. Lotspeich sed	conded. Motio	on carried.
21						
22		ANCIAL REPORT				
23				s an action item in the futu		-
24				tly very high and will deple		
25				Resources (604B Grant).	_	-
26				nks had a question regardin		•
27	item	is were listed below tha	at line. B. Wa	ninger said the total include	es multiple co	ontracts.
28						
29	L. Hi	ll-Eubanks moved to ac	cept the finar	ncial reports as presented; E	3. Atwood sec	onded. Motion carried
30						
31		TRACTS & AGREEMEN				
32		·	•	o discuss the contracts indi	-	-
33	mad	e the requested change	es to EMPG 20	018, and the revised contra	ct arrived too	lay.
34		to a seal mean and the sea		.t. VT 5)/40 TD/ 4	da	2040 Nation to
35		• •		ts – VTrans FY18 TPI Amen		
36				Municipal Class IV Road Rei	meaiation Pro	rject Amenament; J.
37	Snat	ney seconded. Motion	carriea.			
38						

Executive Committee

Approved: , 2018

DEPENDENT CARE REIMBURSEMENT ACCOUNT (DCRA)

N. Chartrand advised that research into creation of a new Cafeteria 125 plan was conducted, and the subsequent recommendation to offer DCRA as a benefit to employees.

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- 5 Discussion ensued regarding what items fall under the Cafeteria 125 Plan i.e. Premium Only Plan (POP),
- 6 Flexible Spending Account (FSA) and Health Reimbursement Account (HRA). Employees who elect a
- 7 health insurance plan with a higher premium than CVRPC's current benefit could use the POP to deduct
- 8 the additional premium pre-tax. S. Lotspeich questioned if there were savings on other types of taxes
- 9 for the employer. B. Waninger indicated there could be. Additional Cafeteria plan benefits could be
- offered in the future if approved by the Executive Committee.

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S. Lotspeich moved to recognize CVRPC's Cafeteria Plan, including the Premium Only Plan (POP), and authorize addition of a Dependent Care Reimbursement Account benefit; J. Shatney seconded. Motion carried.

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LINE OF CREDIT (LOC) RESOLUTION

B. Waninger provided an update on the LOC with Community National Bank (CNB). CNB anticipated viewing CVRPC as a municipality. Because CVRPC does not have taxing authority, CNB is considering other ways to address our organization. This affects the level of credit to be made available. CVRPC is requesting \$100,000. People's Bank provided \$25,000. It is unknown what CNB will allow. Waninger and N. Sancibrian will work to manage cash flow as grants close. CVRPC may need to hold some contractor payments in November until reimbursed by specific grantors.

222324

B. Atwood inquired if CNB had provided any indication of the amount they may be willing to offer. They have not. A special meeting may be needed when CNB responds.

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Significant discussion ensued as to the need to modify how implementation projects are structured until the reserve fund grows. S. Lotspeich inquired if management of construction projects is a critical component moving forward. B. Waninger said RPCs have been moving towards assisting towns with project implementation. Larger municipalities may not need that assistance, but smaller ones do. CVRPC will need to be strategic about these grants, taking into consideration timeliness of grant payments. This all underscores the need for building a robust reserve fund.

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B. Atwood and L. Hill-Eubanks inquired what type of risk is involved in managing these projects? Does the benefit outweigh the risk? B. Waninger advised there is the financial risk; which needs to be balanced with reputational risk as well as a town service risk. Contracts may need to be structured appropriately to help manage the risk. Other RPCs have managed this by building reserve funds; which CVRPC is working to do. RPCs unique structure precludes them from leveraging taxing authority towards a line of credit, as municipalities can do. RPCs can only build reserves through town dues or private donations.

40 41

11/05/18

Executive Committee

Approved: , 2019

There was a question of whether or not towns could provide some float for CVRPC to assist with the reserves. B. Waninger advised it may be possible to do pre-qualification agreements with towns for specific projects. Contracts may need to be structured to allow for flexibility between towns and CVRPC taking into consideration possible need for CVRPC not to front money as they had done in the past.

5 6

S. Lotspeich inquired if a policy outlining the limit of what scale of project (financially) CVRPC can take on is necessary. It was concluded that more discussion and research would be appropriate.

7 8 9

MUNICIPAL DUES

B. Waninger recommended that the dues be raised from \$1.13 to \$1.20 for FY2020.

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- Waninger recommends we consider developing a policy to guide its decisions in future years and allow municipalities to anticipate and plan for future budget requests. Other RPC's have undertaken this type
- of policy and report it is working well.
- 15 The requested \$1.20 puts CVRPC in the middle range of other RPCs. J. Potter inquired how future
- staffing needs would be built in to this type of policy? B. Waninger advised a policy could be built with
- an exception that it could be higher or lower in a given year based on staffing. Such an exception should
- 18 be used rarely.

19 20

B. Atwood moved to set municipal dues at a per capita rate of \$1.20; J. Shatney seconded. Motion carried.

212223

POLICIES & PROCEDURES

<u>Code of Conduct and Conflict of Interest</u> - B. Waninger reminded the Committee that the Board had asked for additional research and changes to the proposed policy.

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She noted the Commission's bylaws do not address the removal of a Commissioner for egregious violations of the Code of Conduct and Conflict of Interest Policy. As a result, the municipality would need to change a Commissioner's appointment.

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The second question related to whether a Commissioner must refrain from participating in discussions if the Commissioner has a conflict of interest. Waninger's research determined nothing barred a Commissioner from participating in discussion when there was a conflict of interest. The Commissioner was only barred from voting on the issue. The exception is when the discussion is a deliberative process (i.e. a Development Review Board). During deliberations, a Commissioner must participate as a member of the public and position themselves accordingly (not sit with the Board).

3637

B. Waninger called attention to new text addressing positive/negative input.

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Significant discussion ensued with the following points addressed:

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COMMISSION MEETING AGENDA

EMERGING ISSUES UPDATE

40 41 following its public hearing. 42

- Page 73 "Once there has been a disclosure what does it mean other public officers must be afforded an opportunity". B. Waninger advised the rest of the Board needed to be able to understand what the actual perceived conflict was to do their job, so they can ask the person with the conflict about the situation.
- Whether or not ex-parte communications was a necessary component of this policy. Again noted that VLCT language appears to address.
- If there has been disclosure of an actual perceived conflict of interest does perceived need to be defined more clearly as some may have different perceptions as to what a conflict of interest is. Suggested that additional language be added to page 72.
- Page 74 Line 9 Amend to remove 1st sentence. Begin that bullet point with "Violations of this policy by a Commissioner will result in the Commission making a written report of the violation to the governing body of the municipality the Commissioner represents".
- S. Lotspeich recommended the VLCT language be added as additional new text, replacing #3-5 with appropriate changes to make consistent with the rest of the document.
- J. Shatney moved to recommend to the Board of Commissioners a revised Code of Conduct and Conflict of Interest Policy with the changes discussed; S. Lotspeich seconded. Motion carried.

STRATEGIC PLAN FY19 ACTION PROGRESS REVIEW

B. Waninger provided an update that we are generally on track, noting staffing shortage currently causing a few things to be behind schedule. Discussion ensued about how staff is addressing the current staffing gap and the projects listed.

B. Waninger provided an update of the emerging issues outlined at the previous meeting. D. Currier is waiting to hear back from MAMBA. We are making some headway with the ANR policy and will work with Agency of Administration as are other RPCs. Noted was that VTrans has authority to act as the entity to review our indirect rate, however doesn't mean the other agencies have to honor it. VTrans is actively advocating to other agencies to honor it. With regard to State Offices, VTrans is moving some

staff into downtown Barre but some may remain at E.F. Knapp Airport.

Regarding Municipal Plan approvals, Waterbury's Plan has been forwarded to its Selectboard. The Marshfield Plan approval hearing is scheduled for immediately before the Board of Commissioner's meeting. Discussions are underway with the Berlin Town Administrator about paths forward and compromises have been offered. The Town Plan Review Committee will hold the approval hearing and discuss options on October 4th.

It was requested that hearings be scheduled in the future so that there is time to provide some type of memo to the Commission outlining the recommendation(s) from the Town Plan Review Committee

11/05/18

Executive Committee

Approved: , 2018

1 The type of report that should be provided was discussed. For the upcoming meeting since the 2 Marshfield hearing is immediately before Board meeting, written documentation will not be ready in 3 time for meeting. Requested was a concise 1 to 2-page document be provided either with the Board 4 packet or as a supplement with the following items addressed: 5 6 Staff Review to include the bottom line of the review vs. all the details of the review. 7 8 <u>Committee Recommendation</u> to include the bottom line of the recommendations. 9 10 For Marshfield, a verbal recommendation will be given as the hearing is immediately prior to the 11 Commission meeting. 12 13 There was also discussion on what information would be provided in the packet for review of the River 14 Basin Tactical Plans. The Committee requested a cover memo from staff outlining actions to be taken, 15 draft comments from CVRPC (2-3 pages), and the Areas of Conformance tables. It was requested that 16 tables be put online instead of in the packet. 17 18 S. Lotspeich moved to approve the Commission meeting agenda as drafted; L. Hills-Eubank seconded. 19 Motion carried. 20 21 **ADJOURN** 22 L. Hills-Eubank moved to adjourn at 6:30 pm; B. Atwood seconded. Motion carried. 23 24 Respectfully submitted, 25 26 **Nancy Chartrand** 27 Office Manager



BOARD OF COMMISSIONERS

November 13, 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	Central Vermont Public Safety Authority, Francis (Paco) Aumand, Executive Director
		Combining Barre/Montpelier public safety resources into a single entity. Capitol West, a
		group of towns that contract with Montpelier for dispatch services would participate.
	7:45	Planned agenda item – CV Internet presentation – did not work. Will request
		Downstreet or another regional service provide an update.
	8:25	Code of Conduct and Conflict of Interest Policy (enclosed) ²
		Review changes requested by the Commission and adopt the policy.
	8:45	Meeting Minutes – October 9, 2018 (enclosed) ²
	8:50	Reports (enclosed)
		Updates and questions on Staff, Executive Director, and Committee Reports
	9:00	Adjournment

Next Meeting: December 11, 2018

¹ Times are approximate unless otherwise advertised.

² Anticipated action item.