

## **LEPC 5 Bi-Monthly MEETING**

**Monday, September 9, 2019**

**6:30 pm to 8:00 pm**

Conference Room 2 on the basement level

UVM Health Network a/k/a Central Vermont Medical Center

130 Fisher Rd, Berlin, VT (802) 371-4100

***Refreshments and beverages provided***

1. Call to Order (Katina Johnson)
2. Welcome and Introductions (Katina Johnson)
3. Adjustments to the Agenda (Katina Johnson)
4. VEM Update Report and Training Opportunities (VEM representative)
5. Consent Agenda Items (Katina Johnson)
  - a. Approve Meeting Minutes of May 2019
  - b. Accept Barre City Treasurers Report
  - c. Accept CVRPC Treasurer Report
  - d. Approve and Authorize Payments
6. Increasing Attendance – Emails to EMDs and EHS Industries by 10/1/19
7. Organizational Committees and Reports (Katina Johnson)
  - a. Report of the Annual Response Plan (Emergency Management Plan)
  - b. Webpage development – Link on RPC will be created before end of year
8. HazChem Grant Applications
  - a. FY19 Standard \$4,000 application; 18-month period July 1, 2018 – December 31, 2019
  - b. FY19 Additional Application \$13, 069; 18-month period July 1, 2018 – December 31, 2019
  - c. FY20 Standard \$4,000 application; 12-month period July 1, 2019 – June 30, 2020 (accept agreement)
9. Potential LEPC Consolidations (Katina Johnson) – Discussion of challenges and advantages
10. Public Comments and Receive Guests (for non-agenda items) (Katina Johnson) – A period for general public comment on items not on the agenda
11. Next meeting November 4, 2019 (Katina Johnson)
12. Adjourn

## Bonnie Waninger

---

**From:** Nancy Chartrand  
**Sent:** Wednesday, September 4, 2019 9:05 AM  
**To:** Bonnie Waninger  
**Cc:** Nancy Chartrand  
**Subject:** FW: Upcoming VEM Trainings

See below - FYI

---

**From:** Harris, Emily [mailto:Emily.Harris@vermont.gov]  
**Sent:** Wednesday, September 4, 2019 9:01 AM  
**To:** Nancy Chartrand <chartrand@cvregion.com>  
**Subject:** RE: Next LEPC#5 Meeting Scheduled for 9/9/2019- 6:30 pm

Unfortunately, I will not be able to attend. Could you let folks know that we have the following trainings coming up?

- Homeland Security Exercise and Evaluation Program – 9/18 & 9/19, 8am-4:30pm each day in Williston
- Advanced Evaluator (note: must have completed HSEEP training and have experience as an evaluator)
  - 9/20, 8am-4:30pm in Williston
  - 10/2, 8am-4:30pm in Waterbury
- ICS 300 – 9/24-9/26, 8am-4:30pm each day in Waterbury
- AWR 213 Critical Infrastructure Security and Resilience Awareness – 10/29, 8am-4:30pm in Waterbury

Additional details, including registration, are available on the state Learning Management System:

<https://vermont.csod.com>

### Emily Harris

Vermont Emergency Management  
1-800-347-0488

---

**From:** Nancy Chartrand <chartrand@cvregion.com>  
**Sent:** Tuesday, September 3, 2019 11:06 AM  
**To:** Adam Rosenberg - OSSU Superintendent (LEPC5) <arosenberg@ossu.org>; Alex Whitelock (LEPC5) <aewhitelock@aol.com>; Facos, Anthony <afacos@montpelier-vt.org>; Bishop, Ashley <Ashley.Bishop@vermont.gov>; Barbara Farr - Long Term Community Recovery Director (LEPC5) <bfarr@waterburyvt.com>; Barre Town Manager - Carl Rogers <crogers@barretown.org>; Barry Londeree - Humane Society of USA (LEPC5) <blonderee@humanesociety.org>; Beth Burgess - United Way Vermont (LEPC5) <bburgess@unitedwaysvt.org>; Bill George - (LEPC5) <emfd@comcast.net>; Bill Woodruff <bwoodruff@waterburyvt.com>; Bob Lockett (LEPC5) <blockett@madriver.com>; Brigid Nease - HUUSD Superintendent (LEPC5) <bnease@huusd.org>; Bruce Richardson (LEPC5) <bbrichardson@yahoo.com>; Bruce Wescott - CVSWMD (LEPC5) <brucew@cvswmd.org>; Carla Straight-Messer - Waitsfield EMC (LEPC5) <smilingdogfarm@madriver.com>; Cathy Plas - CVDART (LEPC5) <cathy.plas@gmail.com>; Bump, Chris <Chris.Bump@vermont.gov>; Chris Longchamp - GMCR|Keurig (LEPC5) <chris.longchamp@keurig.com>; Chris Pearl - Cabot Creamery (LEPC5) <cpearl@cabotcheese.com>; Cindy Spaulding (LEPC5) <cdspaulding8@gmail.com>; Colby Fischer <colby.fischer@uvm.edu> <colby.fischer@uvm.edu>; Beatty, David <David.Beatty@vermont.gov>; Blackmore, David <David.Blackmore@vermont.gov>; Debra Tylor - WCSU Superintendent <dtaylor@u32.org>; Douglas Brent - Barre City Fire Chief | EMD <firechief@barrecity.org>; East Montpelier Town & Zoning Administrator - Bruce Johnson <eastmontadmin@comcast.net>; Erika Holm <erika@centralvermonthumane.org> <erika@centralvermonthumane.org>; Misek, Joan Marie <JoanMarie.Misek@vermont.gov>; Aldsworth, Joseph <Joseph.Aldsworth@vermont.gov>; Gadapee, Kevin <Kevin.Gadapee@vermont.gov>; Kim Cheney - Chair, Board of Directors CVPSA (LEPC5) <kim@cvpsa.org>; Laurie Garrison - CVHS (LEPC5) <laurie@centralvermonthumane.org>; LEPC#5 Chair - Katina Johnson

## LEPC #5 Meeting Minutes

May 6, 2019

*(Washington County towns of Barre City, Barre Town, Berlin, Cabot, Calais, Duxbury, East Montpelier, Fayston, Marshfield, Middlesex, Montpelier, Moretown, Northfield, Plainfield, Roxbury, Waitsfield, Warren, Waterbury, Woodbury, Worcester and the three Orange County towns of Orange, Williamstown, and Washington)*

### Present

Katina Johnson, Chair

Sarah Nolin

Jeff Campbell

Lisa Hulberg

Mike Wolff

Joe Aldsworth

Bruce Richardson

Tony Facos

Barbara Farr

Jonathan DeLaBruere\*

\* Non-voting Representative

### Organization

Berlin Emergency Management Team

VT Department of Health

Warren DPS & Fire Department

Vermont Creamery, EHS Professional

Central Vermont Medical Center

Barre City Fire Department

Vermont EM Team

Montpelier Police Department

Waterbury

Central Vermont Regional Planning Commission

### 1. CALL TO ORDER

Chair Katina Johnson called the meeting to order at 6:10 PM.

### 2. WELCOME AND INTRODUCTIONS

Introductions were made around the table.

### 3. ADJUSTMENTS TO THE AGENDA

Agenda item 12 C (Vermont Creamery Tabletop Exercise) was removed from the agenda

### 4. VEM UPDATE REPORT AND TRAINING OPPORTUNITIES

Jonathan reviewed dates that were on the VEM training calendar.

### 5. CONSENT AGENDA ITEMS

#### a) APPROVE MEETING MINUTES

*Jeff Campbell moved to approve the minutes; Bruce Richardson seconded. Motion carried.*

#### b) BARRE CITY TREASURERS REPORT

*Bruce Richardson moved to approve the Barre City Treasurer's Report; Barbara Farr seconded. Motion carried.*

**c) CVRPC TREASURERS REPORT**

*Joe Aldsworth moved to approve the CVRPC Treasurer's Report; Tony Facos seconded. Motion carried.*

**d) APPROVE AND AUTHORIZE PAYMENTS**

*Joe Aldsworth moved to approve and authorize payment of invoices as presented; seconded by Richardson. Motion carried.*

**6. STREAMLINING GENERAL BUSINESS ITEMS**

It was agreed to remain as is for streamlining general business.

**7. INCREASING ATTENDANCE**

The following discussion points were made regarding increasing attendance:

- a) More outreach to the EMDs about the LEPC
- b) Taking attendance of EMDs at LEPC meetings
- c) Barb mentioned going to quarterly meetings instead of bi-monthly
- d) Do facilities know that if they have an EHS that they have to attend once per year

**8. INDUSTRIES PLAN DISCUSSION**

Members discussed which facilities posed the greatest risk and/or had the largest amount of Extremely Hazardous Substances. Norwich University and Ben & Jerrys were discussed in more detail.

**9. UPDATES TO AFTER ACTION REPORT**

- a) Montpelier working on the bridge (100% installed).
- b) Making sure that communities are using VTAlert – Town of Washington has not joined.
- c) After Action Report action items have been completed.

**10. ORGANIZATIONAL COMMITTEES AND REPORTS**

- a) **ANNUAL RESPONSE PLAN** – The SERC is developing a new template, which is not available yet.
- b) **BYLAW COMMITTEE** – The 7/5/2015 Bylaws have been reviewed and will remain the same. *Barbara Farr moved to accept the Bylaws; Tony Facos seconded. Motion carried.*

#### **11. HAZCHEM FY 19 GRANT APPLICATIONS**

SERC will review applications at their meeting next week.

#### **12. OTHER BUSINESS TO BE BROUGHT BEFORE THE COMMITTEE**

- a) **VT EMERGENCY MANAGEMENT ASSOCIATION**– Shelter Fundamentals (12 current members)
- b) **GMP ANNUAL EXERCISE** – This will be an annual tabletop and boom deployment exercise on June 3<sup>rd</sup> beginning at 7:30am.

#### **13. PUBLIC COMMENTS AND RECEIVE GUESTS**

- a) Department of Health Point of Distribution (POD) Exercise was mentioned.

#### **14. NEXT MEETING**

The next meeting will be held September 9, 2019.

#### **15. ADJOURN**

*Jeff Campbell moved to adjourn; Bruce Richardson seconded. Motion carried.*

Respectively submitted by,

Jonathan DeLaBruere, Central Vermont Regional Planning Commission

No change per Barre City Clerk Carol Dawes - 9/4/2019

<b>LEPC#5</b>	as of 12/31/2018
<b>Financial Statement and Balance Sheet</b>	
Balance from previous years	\$ 1,791.04
FY 19	FY19
	FINAL
Revenue	
Grants	
no additional revenues will be received by Barre City	
TOTAL revenue FY19	\$ -
Expenses	
Personnel	
Salaries & Benefits	\$ -
Other Personnel Services	\$ -
Contractual	\$ -
Supplies – Expendable	\$ -
Supplies – Non-expendable	\$ -
Travel	\$ -
Equipment	\$ -
Indirect costs	\$ -
Training Conference	\$ -
Public Information	\$ -
Education	\$ -
Other	\$ -
Total Expenses FY 19	\$ -
NET FY 19	\$ -
FUND BALANCE	\$ 1,791.04

Treasurer's Report  
for funds held by  
Barre City

agrees with GL

agrees with GL 6/30/18

As per July 2017 MOU, Barre City transferred fiscal agent responsibilities for MRC funding to Capstone Community Action, along with all MRC grant funds. Central Vermont Regional Planning Commission has taken over as fiscal agent for LEPC #5 for any funds going forward. City will continue to hold and manage current balance of funds until they are full disbursed.

## Central Vermont Regional Planning Commission

09/04/19

## Profit &amp; Loss - LEPC SERC

Accrual Basis

July 2018 through August 2019

	Jul '18 - Aug 19
Ordinary Income/Expense	
Income	
Public Safety	
LEPC SERC	11,284.98
Total Public Safety	11,284.98
Total Income	11,284.98
Gross Profit	11,284.98
Expense	
Meetings/Programs	371.86
Supplies - Billable	1,879.00
Travel	9.28
Wages and Fringe Benefits	
Fringe Benefits	1,204.11
Indirect Costs	4,931.98
Personnel	2,888.75
Total Wages and Fringe Benefits	9,024.84
Total Expense	11,284.98
Net Ordinary Income	0.00
Net Income	0.00

# Treasurer's Report

Prepared 09/06/19

Grantee: LEPC #5  
 Fiscal Agent: Central Vermont Regional Planning Commission  
 Reporting Period Dates: July 1, 2018 - August 31, 2019

BEGINNING ACCOUNT BALANCE																					\$ -
INCOME		MONTHLY INCOME																			
AWARD/REIMBURSEMENT DESCRIPTION	Date of Deposit	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	YTD Deposited	
Award Deposit																					
Miscellaneous Deposit																				\$ -	
Miscellaneous Deposit																				\$ -	
Miscellaneous Deposit																				\$ -	
TOTAL INCOME:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENSE BUDGET		MONTHLY EXPENDITURES																			
EXPENSE DESCRIPTION	Budget by Category	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	YTD Expended	YTD Actual Budget Category Balance
Salaries & Benefits:	\$ 5,898.00			\$ 635.46		\$ 575.12	\$ 61.26	\$ 47.54	\$ 292.06	\$ 711.25	\$ 279.47	\$ 440.54	\$ 118.85		\$ 927.71					\$ 4,089.26	\$ 1,808.74
Contractual:	\$ 600.00																			\$ -	\$ 600.00
Supplies:	\$ 2,928.00			\$ 87.00											\$ 1,879.00					\$ 1,966.00	\$ 962.00
Travel & Mileage:	\$ 25.00									\$ 4.06		\$ 3.48	\$ 1.74							\$ 9.28	\$ 15.72
Equipment:	\$ -																			\$ -	\$ -
Other Costs:	\$ 430.00										\$ 132.50	\$ 86.00								\$ 218.50	\$ 211.50
Indirect Cost:	\$ 7,288.00			\$ 787.78		\$ 712.98	\$ 75.94	\$ 58.94	\$ 362.07	\$ 881.74	\$ 326.98	\$ 515.43	\$ 139.05		\$ 1,066.87					\$ 4,927.78	\$ 2,360.22
TOTAL LEPC #5 BUDGET:		\$ 17,169.00																		\$ -	\$ 17,169.00
TOTAL SERC EXPENSES:		\$ -	\$ -	\$ 1,510.24	\$ -	\$ 1,288.10	\$ 137.20	\$ 106.48	\$ 654.13	\$ 1,597.05	\$ 738.95	\$ 1,045.45	\$ 259.64	\$ -	\$ 3,873.58	\$ -	\$ -	\$ -	\$ -	\$ 11,210.82	\$ 7,337.24
ENDING ACCOUNT BALANCE																					\$ (7,337.24)
Invoice Number		-	-	1615	-	1706	1730	1873	1800	1861	1911	1950	2021	-	2077						

Notes:  
 - VEM changed LEPC funds to reimbursable grants as of July 1, 2018.  
 - Performance period for the FY19 SERC grant is 07/01/18 - 12/31/19



29 Main Street,  
Suite 4  
Montpelier, VT 05602

**Invoice #:** 1911  
**Invoice Date:** 4/30/2019  
**Due Date:** 9/30/2019  
**Project:**  
**P.O. Number:** SERC

Description	Hours/Qty	Rate	Amount
Jonathan DeLaBruere	11	23.77	261.47
Chartrand, Nancy	0.5	36.00	18.00
			279.47
Indirect LEPC		117.00%	326.98
Meetings - Central Vermont Medical Center	1	132.50	132.50
Grant 02140-21125-005-SERC19			

<b>Balance Due</b>	<b>\$738.95</b>
--------------------	-----------------

**Central Vermont Regional Planning Commission**  
**Time by Job Summary - LEPC**  
April 2019

---

	Apr 19
LEPC SERC	
Employees:Chartrand, Nancy	0.50
Employees:DeLaBruere Jonathan	11.00
	<hr/>
Total LEPC SERC	11.50
	<hr/>
TOTAL	11.50
	<hr/> <hr/>

JUN 7 2019



## Invoice

Client/Organization Central VT Regional Planning Commissio  
Party Name LEPC5  
Address 29 Main Street, Suite 4  
Telephone ( ) -  
Fax ( ) -  
Sales Rep Steve Davison

Event Date 3/4/2019 (Mon)  
Event # E06453  
Guests 15 (Pln)  
Booking Contact Laura Ranker  
Site Contact Laura Ranker  
Theme Pay By Check

### Site Locations

Site Name		Site Address		Venue		Banquet Room	Setup Style
Description	Type	Start	End	Serving			
		5:30 pm	8:30 pm	NA		CR #2	

### Food/Service Items

Food/Service Items	Price	Qty	Total
Coffee Setup	10.00	1	10.00
Regular		1	
Pitchers of Ice Water w/ lemon		3	
Premade Sandwich (Meat, Lettuce, & Cheese) - Served with Chips	6.50	15	97.50
Assorted Tortillas Wraps			
Boiled Ham		5	
Deli Turkey Breast		5	
Vegetarian		5	
Small Fruit Platter	25.00	1	25.00

Subtotal	132.50	Paid	0.00	Pay Method	Card Number
Tax	0.00	Balance	132.50	Card Type	Expires
Service Charge	0.00			Card Holder	
Total Value	132.50			Signature	

Please remit the "Total Balance Due" within 30 days of the Event Date Address all correspondences to Steve Davison, Sales Representative.

Thank you for this opportunity to serve you.

Signature LEPC #5 SERC  
JD / Progers  
Date entered

**Central Vermont Regional Planning Commission**

29 Main Street,  
Suite 4  
Montpelier, VT 05602

**Invoice****Bill To:**

LEPC #5

**Invoice #:** 1950**Invoice Date:** 5/31/2019**Due Date:** 9/30/2019**Project:****P.O. Number:**

Description	Hours/Qty	Rate	Amount
Andrews, Ashley	0.5	33.49	16.75
Jonathan DeLaBruere	14	23.77	332.78
Chartrand, Nancy	2.25	36.00	81.00
DeAndrea, Pamela	0.25	40.04	10.01
			440.54
Indirect LEPC		117.00%	515.43
Meetings - Central Vermont Medical Center	1	86.00	86.00
Travel - DeLaBruere Jonathan	1	3.48	3.48
Grant 02140-21125-005-SERC19			
<b>Total</b>			<b>\$1,045.45</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$1,045.45</b>

**Central Vermont Regional Planning Commission**  
**Time by Job Summary - LEPC**  
May 2019

---

	<u>May 19</u>
LEPC SERC	
Employees:Andrews, Ashley	0.50
Employees:Chartrand, Nancy	2.25
Employees:DeAndrea, Pamela	0.25
Employees:DeLaBruere Jonathan	14.00
	<hr/>
Total LEPC SERC	17.00
	<hr/>
TOTAL	<u>17.00</u>

JUN 7 2019



# Invoice

Client/Organization Central VT Regional Planning Commissio  
 Party Name LEPC5  
 Address 29 Main Street, Suite 4  
 Telephone ( ) -  
 Fax ( ) -  
 Sales Rep Steve Davison

Event Date 5/6/2019 (Mon)  
 Event # E07231  
 Guests 15 (Pln)  
 Booking Contact Laura Ranker  
 Site Contact Laura Ranker  
 Theme Pay By Check

## Site Locations

Site Name		Site Address				
		Venue				
Description	Type	Start	End	Serving	Banquet Room	Setup Style
		5:30 pm	8:30 pm	NA	CR #2	

## Food/Service Items

Food/Service Items	Price	Qty	Total
Pitchers of Ice Water w/ lemon		3	
Premade Sandwich (Meat, Lettuce, & Cheese) - Served without Chips	5.50	12	66.00
Assorted Tortillas Wraps			
Boiled Ham		5	
Deli Turkey Breast		6	
Vegetarian		1	
Pasta Salad w/ Vegetables			
Fruit Salad			
Small Bowl	20.00	1	20.00

Subtotal	86.00	Paid	0.00	Pay Method	Card Number
Tax	0.00	Balance	86.00	Card Type	Expires
Service Charge	0.00			Card Holder	
Total Value	86.00			Signature	

Please remit the "Total Balance Due" within 30 days of the Event Date Address all correspondences to Steve Davison, Sales Representative.  
 Thank you for this opportunity to serve you.

LEPC 45 SERC  
 mtps/Programs  
 JD  
 5/12/19

EMPLOYEE NAME:  
MONTH/YEAR:

Jonathan DeLaBruere  
May

2019

Central Vermont Regional Planning Commission  
Expense Report

0.580										
DATE	CUSTOMER	SUB-JOB	PURPOSE OF TRIP/EXPENSE	FROM (START)	TO	TO (END)	MILES	MILES*RATE	OTHER EXPENSE (Type)	TOTAL
	ADMIN							0.00		0.00
	ADMIN							0.00		0.00
	ADMIN							0.00		0.00
	ADMIN							0.00		0.00
	ADMIN							0.00		0.00
Total for Month:										0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
Total for Month:										0.00
05/17/19	EMPG	Tech Assist & Education	Worcester Site Visit with River Engineer	CVRPC	Hampshire Hill/Minister Brook	CVRPC	22	12.76		12.76
								0.00		0.00
Total for Month:										12.76
05/09/19	EMPG	LEMP	EMD Seminar (2 Hour)	CVRPC	UVM Extension, Berlin	CVRPC	10	5.80	Meeting / Programs	76.00
								0.00		0.00
Total for Month:										81.80
05/06/19	SERC LEPC FY19		LEPC BI-Monthly Meeting	CVRPC	Central VT Medical Center	CVRPC	6	3.48		3.48
								0.00		0.00
Total for Month:										3.48
05/29/19	EMPG	Response	VEM/RPC Quarterly In-Person Meeting	CVRPC	SEOC, Waterbury	CVRPC	28	16.24		16.24
								0.00		0.00
Total for Month:										16.24
	High Meadows							0.00		0.00
	High Meadows							0.00		0.00
Total for Month:										0.00
	CWA TBP	add task						0.00		0.00
	CWA TBP	add task						0.00		0.00
Total for Month:										0.00
	Forest Integrity	add task						0.00		0.00
	Forest Integrity	add task						0.00		0.00
Total for Month:										0.00
	Mad-King Stormwater MP							0.00		0.00
	Mad-King Stormwater MP							0.00		0.00
Total for Month:										0.00
	SWCRPC Clean Water Block Grant	add project						0.00		0.00
	SWCRPC Clean Water Block Grant	add project						0.00		0.00
Total for Month:										0.00
								0.00		0.00
								0.00		0.00
Total for Month:										0.00

Total Monthly Expenses 114.28

*Jonathan DeLaBruere* 6/4/19  
Employee Signature Date

*(Signature)* 6/5/19  
Executive Director/Chair or Treasurer Signature Date

NOTES:

1. If a contract has a secondary timesheet category, enter it in the yellow highlights sub-job area. If sub-job is filled in and not in yellow do not modify it.
2. Rows may be added to any customer. Please verify new rows are included in the Total for Month.
3. Normal commuting miles must be deducted if travel starts or ends at home. Similarly, normal commute time is deducted from total travel hours.
4. Except for mileage, requests for reimbursement must be accompanied by a receipt. Label receipt with Customer, tape to paper, and attach to the reimbursement request. Reservations receipts do not constitute proof of payment. Food receipts must show meeting/event name and number of individuals participating.
5. CVRPC is exempt from Vermont sales tax. Please obtain a sales tax exemption form from the Office Manager prior to making a purchase.
6. Non-mileage, expenses must be categorized into one of the following areas:

Advertising  
Equipment Repair / Service  
Meeting / Programs (room rental, food except travel per diem, registrations, etc.)  
Office Repair  
Postage  
Print / Copy

Software / Licenses  
Subscriptions / Publications  
Supplies  
Telephone / Internet (ex. tablet internet access)  
Travel (transportation, baggage fees, mileage, lodging, overnight event registration, per diem, etc.)

29 Main Street,  
Suite 4  
Montpelier, VT 05602

**Invoice #:** 2021  
**Invoice Date:** 6/30/2019  
**Due Date:** 9/30/2019  
**Project:**  
**P.O. Number:** LEPC Serc

Description	Hours/Qty	Rate	Amount
Jonathan DeLaBruere	5	23.77	118.85
			118.85
Indirect LEPC		117.00%	139.05
LEPC SERC - Travel	1	1.74	1.74
Meetings - Katina Johnson - July 2018 recepits	1	66.36	66.36
Grant 02140-21125-005-SERC19			
<b>Total</b>			<b>\$326.00</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$326.00</b>



**Central Vermont Regional Planning Commission**  
**Time by Job Summary - LEPC**  
June 2019

---

	<u>TOTAL</u>
LEPC SERC	
Employees:DeLaBruere Jonathan	<u>5.00</u>
Total LEPC SERC	<u>5.00</u>
TOTAL	<u><u>5.00</u></u>

EMPLOYEE NAME: Jonathan DeLaBruere  
MONTH/YEAR: June 2019

Central Vermont Regional Planning Commission  
Expense Report

0.580										
DATE	CUSTOMER	SUB-JOB	PURPOSE OF TRIP/EXPENSE	FROM (START)	TO	TO (END)	MILES	MILES*RATE	OTHER EXPENSE (Type)	TOTAL
	ADMIN							0.00		0.00
	ADMIN							0.00		0.00
	ADMIN							0.00		0.00
	ADMIN							0.00		0.00
	ADMIN							0.00		0.00
Total for Month:										0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
	VTrans TPI	Admin						0.00		0.00
Total for Month:										0.00
	ACCD	Core						0.00		0.00
	ACCD	Core						0.00		0.00
	ACCD	Core						0.00		0.00
Total for Month:										0.00
	EMPG	add task						0.00		0.00
	EMPG	add task						0.00		0.00
	EMPG	add task						0.00		0.00
Total for Month:										0.00
06/03/19	SERC LEPC FY19		GMP Tabletop & Boom Deployment Exercise	GMP Montpelier	Nelson Drive, Berlin	GMP Montpelier	3	1.74		1.74
	SERC LEPC FY19							0.00		0.00
Total for Month:										1.74
06/10/19	NRPC Grants in Aid		Site Visit	CVRPC	Middlesex Town Garage	Waterbury Town Offices	12	6.96		6.96
06/12/19	NRPC Grants in Aid		Site Visit	CVRPC	Waitsfield Town Office	CVRPC	40	23.20		23.20
Total for Month:										30.16
	High Meadows							0.00		0.00
	High Meadows							0.00		0.00
Total for Month:										0.00
	CWA TBP	add task						0.00		0.00
	CWA TBP	add task						0.00		0.00
Total for Month:										0.00
	Forest Integrity	add task						0.00		0.00
	Forest Integrity	add task						0.00		0.00
Total for Month:										0.00
	Mad-King Stormwater MP							0.00		0.00
	Mad-King Stormwater MP							0.00		0.00
Total for Month:										0.00
	SWCRPC Clean Water Block Grant	add project						0.00		0.00
	SWCRPC Clean Water Block Grant	add project						0.00		0.00
Total for Month:										0.00
								0.00		0.00
								0.00		0.00
Total for Month:										0.00

Total Monthly Expenses 31.90

Jonathan DeLaBruere 7/3/19  
Employee Signature Date

(B) 7/3/19  
Executive Director/Chair or Treasurer Signature Date

NOTES:

- If a contract has a secondary timesheet category, enter it in the yellow highlights sub-job area. If sub-job is filled in and not in yellow do not modify it.
- Rows may be added to any customer. Please verify new rows are included in the Total for Month.
- Normal commuting miles must be deducted if travel starts or ends at home. Similarly, normal commute time is deducted from total travel hours.
- Except for mileage, requests for reimbursement must be accompanied by a receipt. Label receipt with Customer, tape to paper, and attach to the reimbursement request. Reservations receipts do not constitute proof of payment. Food receipts must show meeting/event name and number of individuals participating.
- CVRPC is exempt from Vermont sales tax. Please obtain a sales tax exemption form from the Office Manager prior to making a purchase.
- Non-mileage, expenses must be categorized into one of the following areas:

Advertising  
Equipment Repair / Service  
Meeting / Programs (room rental, food except travel per diem, registrations, etc.)  
Office Repair  
Postage  
Print / Copy

Software / Licenses  
Subscriptions / Publications  
Supplies  
Telephone / Internet (ex. tablet internet access)  
Travel (transportation, baggage fees, mileage, lodging, overnight event registration, per diem, etc.)



# shaw's

You're in for something fresh.

Store 616 Dir Timothy Lebeau  
Main: (802) 223-2652 Rx: (802) 223-8599  
160 Paine Turnpike North  
Berlin VT 05602

## GROC NONEDIBLE

SIG PAPER PLATE		3.49 T
Regular Price	3.99	
Sale Savings	0.50-	
S HOME NAPKINS		1.00 T
Regular Price	1.29	
Sale Savings	0.29-	

## BAKED GOODS

COOKIES SUGAR 18CT		3.99 S
--------------------	--	--------

## PRODUCE

VEG TRAY FOR 2		5.99 B
Regular Price	7.99	
Sale Savings	2.00-	
FRUIT TRAY FOR 2		5.99 S
Regular Price	7.99	
Sale Savings	2.00-	

TAX	0.81
**** BALANCE	21.27
Cash	21.27
CHANGE	0.00
6% SALES TAX	0.63
3% SALES TAX	0.18
TOTAL TAX	0.81
TOTAL NUMBER OF ITEMS SOLD =	5
07/16/18 14:48 616 11 20 3701	

\*\*\*\*\*

HOW WAS YOUR SHOPPING EXPERIENCE?  
PLEASE SHARE YOUR FEEDBACK ONLINE:  
[WWW.SHAWSSURVEY.COM](http://WWW.SHAWSSURVEY.COM)  
ENTER TO WIN A \$100 GIFT CARD

\*\*\*\*\*

YOUR CASHIER TODAY WAS Collin

## YOUR SAVINGS

Sale Savings	4.79
Total	4.79
Total Savings Value	19%



00061601100201807161448  
Thank you for shopping Shaw's  
For Just 4 You questions  
call 877-276-9637 or Shaws.com

CREDIT CARD  
ORDER

Payment Status: APPROVED

3103  
Dorito's Pizza  
(802) 473-2222

7/16/2018 5:22 PM  
Order 819353 Server 0310  
Rewards Code: GYDv-ZTJ

Carry-Out  
CAT  
(802) 223-6284

Visa  
Swiped

CREDIT CARD # XXXXXXXXXXXX5861  
REFERENCE 160004182771  
APPROVAL CODE 774760  
TERMINAL 003106101

Amount	\$45.09
Tip	\$0.00
Total	\$45.09

SIGNATURE

I AGREE TO PAY THE ABOVE TOTAL  
AMOUNT ACCORDING TO CARD ISSUER  
AGREEMENT

Join our Piece of the Pie  
Rewards Program at [dominos.com](http://dominos.com)

THIS ORDER CAN STILL EARN  
POINTS TOWARD FREE PIZZA!  
VISIT [DOMINOS.CO/CLAIMREWARDS](http://DOMINOS.CO/CLAIMREWARDS)  
WITHIN

Y

**Central Vermont Regional Planning Commission**

29 Main Street,  
Suite 4  
Montpelier, VT 05602

**Invoice****Bill To:**

LEPC #5

**Invoice #:** 2077**Invoice Date:** 8/31/2019**Due Date:** 9/30/2019**Project:****P.O. Number:**

Description	Hours/Qty	Rate	Amount
Jonathan DeLaBruere	8.25	24.17	199.40
Andrews, Ashley	19	33.96	645.24
Bonnie Waninger	1.5	55.38	83.07
			927.71
Indirect LEPC		115.00%	1,066.87
Supplies - Equipment - Ormsby's		1,879.00	1,879.00
Grant 02140-211225-005-SERC19			
<b>Total</b>			<b>\$3,873.58</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$3,873.58</b>

**Central Vermont Regional Planning Commission**  
**Time by Job Summary - LEPC**  
July through August 2019

---

	<u>Jul 19</u>	<u>Aug 19</u>	<u>TOTAL</u>
LEPC SERC			
Employees:Andrews, Ashley	19.00	0.00	19.00
Employees:DeLaBruere Jonathan	8.25	0.00	8.25
Employees:Waninger Bonnie	0.00	1.50	1.50
Total LEPC SERC	<u>27.25</u>	<u>1.50</u>	<u>28.75</u>
TOTAL	<u><u>27.25</u></u>	<u><u>1.50</u></u>	<u><u>28.75</u></u>

**Ormsby's Computer Systems, Inc.**

Phone: 802-262-1200

Fax: 802-262-1202

1755 US Route 302 Unit # 4

Berlin, VT 05602

# Ormsby's

## Computer Systems

### Invoice

Number: **34737**Date: **7/15/2019**

Source: SO No. 27575

JUL 17 2019

**Bill-To****Attn: Pam DeAndrea****Central VT Regional Planning Commission****29 Main Street****Suite 4****Montpelier, VT 05602 USA****Ship-To****Attn: Pam DeAndrea****Central VT Regional Planning Commission****29 Main Street****Suite 4****Montpelier, VT 05602 USA****Phone: 793-6043**

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Sales Rep	Ship Via	Terms
415	Central VT Regional Planning Commission	1402			Mike Kelley		Net 30

Qty.	Item ID	Description	UOM	Ea. Price	Total
		HP EliteBook 850 G5 (i7, 16GB RAM, 512GB SSD) with Ultra High Definition Display, 400 nit, 3-year Warranty			
1	3WD96UT#ABA	HP EliteBook 850 G5 15.6" LCD Notebook - Intel Core i7 (8th Gen) i7-8550U Quad-core (4 Core) 1.80 GHz - 16 GB DDR4 SDRAM - 512 GB SSD - Windows 10 Pro	EA	\$1,879.00	\$1,879.00

Serial Number: 5CG9042H20

Item Total: **\$1,879.00****Total Amount Due: \$1,879.00**

LEPC Laptop.

*Admin* *KMPG* *VEN@*  
*SERCLER*  
*PM*  
*Billable*  
*Supplies - Equipment*  
*PD*  
*7/31/19*

Store Hours: Monday - Friday 8:00am to 5:00pm, Closed Saturday and Sunday. THANK YOU FOR SHOPPING AT  
ORMSBY'S COMPUTER STORE!

(\* denotes repair item)

invoice.rpt

Printed: 7/15/2019 10:10:10AM

Page 1

5010

Ormsby's Computer Systems, Inc.

Date	Type	Reference	Original Amt.	Balance Due	7/31/2019 Discount	Payment
6/21/2019	Bill	34610	373.75	373.75		373.75
6/21/2019	Bill	34611	770.00	770.00		770.00
6/21/2019	Bill	34612	425.00	425.00		425.00
7/15/2019	Bill	34737	1,879.00	1,879.00		1,879.00
7/31/2019	Bill	27622	209.00	209.00		209.00
				Check Amount		3,656.75

Community National B

3,656.75

PRODUCT DLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or [www.deluxe.com/shop](http://www.deluxe.com/shop)







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

VERMONT DEPARTMENT OF PUBLIC SAFETY

PROGRAM TITLE  
State Emergency Response Commission

AGREEMENT WITH  
Central Vermont Regional Planning Commission (LEPC #5)

Agreement # 02140-21125-005-SERC20

Award Amount - \$4,000

*DPS Financial Office Use Only*

☒ SAM checked for DUNS Suspension and Debarment Exclusions  
<https://www.sam.gov/portal/public/SAM/> Date: 8-1-19 Initial: LO  
SAM Expiration Date: 2-2-20  
☒ Print Screen Placed in Grant File

☒ DPS Restricted Parties List Checked Date: 8-1-19 Initial: LO

☒ Risk Assessment Completed Date 9-3-19 Initial: LO

☒ Single Audit Check & Delinquent SAR Completed Date: 8-9-19 Initial: LO  
VT Bulletin 5\_Eligibility Query

☒ BGS Office of Purchasing & Contracting Debarment List Checked Date: 8-1-19 Initial: LO  
<http://www.bgs.vermont.gov/purchasing-contracting/debarment>

☒ Certificate of Insurance Date: N/A Initial: LO

Entered In: ☐ VT Grant Tracking (VISION) Date: \_\_\_\_\_ Initial: \_\_\_\_\_

Non-Federal Fund Standard Format to Non-State Subrecipients Only

**VERMONT DEPARTMENT OF PUBLIC SAFETY**

**STATE OF VERMONT GRANT AGREEMENT** **Part 1-Grant Award Detail**

**SECTION I - GENERAL GRANT INFORMATION**

<sup>1</sup> Grant #: 02140-21125-005-SERC20		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # _____	
<sup>3</sup> Grant Title: SERC 20			
<sup>4</sup> Amount Previously Awarded: \$		<sup>5</sup> Amount Awarded This Action: \$ 4,000	<sup>6</sup> Total Award Amount: \$ 4,000
<sup>7</sup> Award Start Date: 7/1/19	<sup>8</sup> Award End Date: 12/31/20	<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<sup>10</sup> Vendor #: 43329	<sup>11</sup> Grantee Name: Central Vermont Regional Planning Commission (CVRPC) (LEPC #5)		
<sup>12</sup> Grantee Address: 29 Main Street Suite 4			
<sup>13</sup> City: Montpelier		<sup>14</sup> State: VT	<sup>15</sup> Zip Code: 05602
<sup>16</sup> State Granting Agency: Department of Public Safety			<sup>17</sup> Business Unit: 02140
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<sup>19</sup> Match/In-Kind: <u>\$NA</u> Description:		
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

**SECTION II - SUBRECIPIENT AWARD INFORMATION**

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

**SECTION III - FUNDING ALLOCATION**

STATE FUNDS					Required Federal Award Information		
Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
General Fund	\$0.00	\$0.00	\$0.00				
Special Fund	\$0.00	\$4,000	\$4,000	SERC/HAZCHEM			
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00				
Other State Funds	\$0.00	\$0.00	\$0.00				
FEDERAL FUNDS (includes subrecipient Global Commitment funds)							
<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
		\$0.00	\$0.00	\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
Federal Awarding Agency:				Federal Award Project Descr:			
		\$0.00		\$0.00	\$0.00		\$0.00
Federal Awarding Agency:				Federal Award Project Descr:			
Total Awarded - All Funds		\$0.00		\$4,000	\$4,000		
<b>SECTION IV - CONTACT INFORMATION</b>							
<b><u>STATE GRANTING AGENCY</u></b>				<b><u>GRANTEE</u></b>			
NAME: Rhonda Camley				NAME: Katina Johnson			
TITLE: Financial Manager				TITLE: Chair			
PHONE: 241-5330				PHONE: 802-229-6284			
EMAIL: Rhonda.Camley@vermont.gov				EMAIL: chair.lepc5@gmail.com			

## Part 2- Grant Agreement

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

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

Subrecipient Federal Tax Identification Number: 03-0225677

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

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

**Agreement Term:** State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued (DPS Form ADM-105). The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement.

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

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

**Attachments:** This Agreement consists of **12** pages including the following attachments that are incorporated herein:

**Please initial that you have read and understand each Attachment**

- \_\_\_\_\_ Grant Agreement-Part 1 – Grant Award Detail
- \_\_\_\_\_ Grant Agreement-Part 2
- \_\_\_\_\_ Attachment A - Scope of Work to be Performed
- \_\_\_\_\_ Attachment B - Payment Provisions
- \_\_\_\_\_ Attachment C - Customary State Agreement Provisions
- \_\_\_\_\_ Attachment D- Other Grant Agreement Provisions

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

**STATE OF VERMONT**  
**Department of Public Safety**

**SUBRECIPIENT**  
**Authorized Representative**

**By:**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_  
Commissioner/Deputy Commissioner

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

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

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

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

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



## ATTACHMENT A

### SCOPE OF WORK TO BE PERFORMED

Funding is provided to the Local Emergency Planning Committee (LEPC) that enables it to carry out functions and mandates in accordance with federal and state regulations. The LEPC should conduct activities pursuant to this scope of work. The work tasks may include but are not limited to the following activities:

- Carry out all the requirements of a committee pursuant to EPCRA 42 USC Chapter 116 and 20 VSA Chapter 1, Section 32, including preparing a local emergency planning committee response plan. The plan shall be coordinated with the state emergency operations plan and may be expanded to address all hazards and all phases of emergency management. At a minimum, the local emergency planning committee response plan shall include the following:
  - Identifies facilities and transportation routes of extremely hazardous substances.
  - Describes emergency response procedures, including those identified in facility plans.
  - Designates a local emergency planning committee coordinator and facility coordinators to implement the plan.
  - Outlines emergency notification procedures.
  - Describes how to determine the probable affected area and population by releases of hazardous substances.
  - Describes local emergency equipment and facilities and the persons responsible for them.
  - Outlines evacuation plans.
  - Provides for coordinated local training to ensure integration with the state emergency operations plan.
  - Provides methods and schedules for exercising emergency response plans.
- Upon receipt by the committee or the committee's designated community emergency coordinator of a notification of a release of a hazardous chemical or substance, ensure that the local emergency response plan has been implemented.
- Consult and coordinate with the heads of local government emergency services, the emergency management director or designee, regional planning commissions, and the managers of all facilities within the district regarding the facility plan.
- Review and evaluate requests for funding and other resources and advise the state emergency response commission and district coordinators concerning disbursement of funds.
- Work to support the various emergency services, mutual aid systems, town governments, regional planning commissions, state agency district offices, Local CERT, and others in their area in conducting planning, training, and exercise activities.

The Hazchem Grant will be awarded to implement and administer those duties imposed upon Local Emergency Planning Committees by 20 V.S.A. Sec. 32 and by EPCRA 42 USC Chapter 116.

#### **Eligible costs include:**

- Employment of personnel to manage and coordinate the Tier II Facility Data, and to provide administrative assistance to the LEPC (Please note that employment shall not be, or appear to be, a conflict of interest. Anyone receiving a stipend for services may not be a voting member of the LEPC or a relative of a voting member.);
- Establishment of and providing training programs and personnel;
- Costs related to exercises and training, including reasonable food costs;
- Purchase or rental of equipment;
- Data processing;
- Informational mailings and outreach activities;
- Office space;
- Cost of complying with auditing or reporting requirements mandated by the Department of Public Safety;
- Chemical Emergency Planning Activities;
- Accident Prevention Programs;

- Technical Assistance;
- Implementation of Tier II facility site visits; and
- All-Hazards Planning Activities.
- Provide financial support to the LEPC district's CERT Teams for training and equipment

**Ineligible costs:**

- Any cost incurred that is considered, or may be considered a conflict of interest;
- Employment or payment of any funds to members of the LEPC for administrative, organizational, program or training related work;
- Any activities that are not on the above eligible lists.

**Progress Reports:**

- The LEPC is required to complete a quarterly report of activities to the State Emergency Response Commission. Sub-recipients will utilize the ADM-115 Progress Reporting Form. The Vermont Department of Public Safety and the State Emergency Response Commission will track and monitor progress reports for appropriate outcomes on the defined scope of work on a quarterly basis.
- Close out. The Sub-recipient will submit a final progress report detailing they have completed projects as outlined in the sub-grant agreement.

## ATTACHMENT B PAYMENT PROVISIONS

The State 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.

### Budget Detail:

Salaries and Benefits	\$ 1621
Contractual	\$
Supplies	\$
Travel & Mileage	\$ 22
Equipment	\$
Other Costs	\$ 400
Indirect Cost*	\$ 1957
 Total State Share	 \$ 4000
Total Non-State Share (Match)	\$ 0

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

**\* Current Rate Approval Letter must be on file with DPS. Refer to Bulletin 5 for further guidance.**

During the performance of this Agreement, any of the cost categories may be increased or decreased by up to 10% of the total award without the need for an official amendment but with **prior written approval** by the DPS Financial Office contact shown on page 3 provided:

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

### PROGRAMMATIC REPORTING REQUIREMENTS:

- The LEPC will provide a Treasures Report and will include LEPC account balances and expenditures no later than 30 days after the following reporting dates (September 30, December 31, March 31, and June 30).
- The ADM-115 Progress Reporting Form must be used to request reimbursement of Sub-recipient's expended funds along with the Treasures Report on a quarterly basis.

**FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:**

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

- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (DPS Form ADM-116B) with attached detailed documentation of incurred expenses paid to receive payment.
- Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient MUST make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment.

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

Reimbursement request will not be processed until all contingencies (if any) have been met.

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

Name: Rhonda Camley

Via postal mail: Vermont Department of Public Safety/Financial Office  
45 State Drive  
Waterbury, VT 05671-1300

Via fax: 802-241-5553

Via email: Rhonda.Camley@vermont.gov

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

**CLOSEOUT:**

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



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

1. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State. After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement. The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement. The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.
8. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.  
**Workers Compensation:** With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.  
**General Liability and Property Damage:** With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to: Premises - Operations
  - **Products and Completed Operations**
  - **Personal Injury Liability**
  - **Contractual Liability**
  - **The policy shall be on an occurrence form and limits shall not be less than:**
  - **\$1,000,000 Each Occurrence**
  - **\$2,000,000 General Aggregate**
  - **\$1,000,000 Products/Completed Operations Aggregate**
  - **\$1,000,000 Personal & Advertising Injury****Automotive Liability:** The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.  
**Additional Insured.** The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory

with any other insurance and self-insurance.

**Notice of Cancellation or Change.**

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

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

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

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

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

- A. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be

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

- B. **Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. **Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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

records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
15. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
16. **Taxes Due to the State:**
  - A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
17. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
18. **Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
  - A. is not under any obligation to pay child support; or



- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

19. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.  
In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).  
Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").
20. **No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
21. **Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
22. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither

Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

23. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
24. **Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
25. **Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
26. **Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
27. **Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
28. **Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:
  - A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year, of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State

may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

- B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. **No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
29. **Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
30. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
31. **State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
32. **Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

## ATTACHMENT D OTHER GRANT AGREEMENT PROVISIONS

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

- Bulletin 5 - Policy for Grant Issuance and Monitoring
- Bulletin 5 - Procedure #1
- Bulletin 5 - Procedure #2
- DPS Granting Plan

In accordance with the provisions of 20 VSA Sec, 20(a), local emergency planning committees (LEPC's) are exempted from the provisions of paragraphs 8 of Attachment C. **Insurance.**