EXECUTIVE COMMITTEE
February 3, 2020
4:00 p.m. at CVRPC’s Office

AGENDA

4:001 Adjustments to the Agenda

Public Comment

4:05 Financial Report (provided at meeting)2

4:15 Contract/Agreement Authorization (enclosed)2

a) VT Department of Environmental Conservation - Moretown School Stormwater Final Design

b) Southern Windsor County Regional Planning Commission - 2019 Clean Water Design/Implementation Block Grant, Woodbury/Calais Final Designs

c) VT Department of Environmental Conservation – Woodbury Elementary School & Fire Department Stormwater Final Designs

4:25 FFY20 Transportation Planning Initiative Budget Adjustment (enclosed)2

Approve adjustment.

4:30 Fiscal Agent Request (enclosed)

Discuss request from Phoenix Mitchell for The Hitching Post

4:50 Updates

a) Office Lease

b) Position Vacancy

c) EMPG Financial Monitoring Report (enclosed)

d) Accounting Services (enclosed)

5:15 Consent Items (enclosed)2

a) Meeting Minutes – January 6, 2020

1 All times are approximate unless otherwise advertised

2 Anticipated action item
AGENDA

61  b) Executive Director Report

62  5:20 Commission Meeting Agenda (enclosed)

      Approval or adjustments to draft agenda.

      5:25 March Meeting

      Confirm date/time. Meeting is day before Town Meeting.

      5:30 Possible Executive Session

      1 V.S.A. § 313(a)(3), Personnel

      6:00 Adjourn

Next Meeting: Monday, March 2, 2020

Persons with disabilities who require assistance or special arrangements to participate in programs or activities are encouraged to contact Nancy Chartrand at 802-229-0389 or chartrand@cvregion.com at least 3 business days prior to the meeting for which services are requested.
MEMO

Date: January 29, 2020
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Contract/Agreement Approvals

GRANTS & SERVICE AGREEMENTS
(Contracts and agreements valued at more than $25,000)

VT Department of Environmental Conservation – Moretown Elementary School Stormwater Final Design

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

Scope of Work: Complete final design phase at the parking lot at the Moretown Town Offices and Elementary School for gravel wetland stormwater treatment system and other runoff redirection treatments. The final design will be necessary for funding eligibility for implementation.

Funding:
Grant Amount: $39,395 (state funds)
Match Amount: $9,596 (town cash and in-kind)

Performance Period: 02/04/20 – 12/31/21

Staff: Pam DeAndrea (primary), Zach Maia

Notes: The Moretown Elementary School has been slated for closure by the Harwood Unified Union School District. The Town is committed to this project regardless because it treats stormwater from the shared parking lot. Ray Daigle of the School District and the principle were in agreement with the 30% design. Staff will engage them as the project commences on their recommendation for moving forward with other treatments recommended at the school.
**Southern Windsor County Regional Planning Commission – 2019 Design/Implementation Block Grant, Woodbury/Calais Final Designs**

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

**Scope of Work:** Complete final designs for four stormwater projects (two in Woodbury and two in Calais). The final designs will be necessary for funding eligibility for implementation.

**Funding:**
- Grant Amount: $43,741 (state funds)
- Match Amount: $3,066 (Town cash and in-kind; Calais $1,266 & Woodbury $1,800)

**Performance Period:** 02/04/20 – 12/31/21

**Staff:** Pam DeAndrea (primary), Zach Maia, Grace Vinson

**Notes:** The East Calais Post Office site is owned by the Calais Recreation Association. It has been in full support of the project and committed to its implementation. A private landowner is committed to the gully remediation portion of the Moscow Woods project. The Town is committed to operation and maintenance on both projects. For Woodbury, Michael Gray has solidified support from the Town. All landowners and the Town have committed to operation and maintenance on all projects.

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

None.

**FOR INFORMATION ONLY**
(Contracts, agreements, and Stormwater Program addendums valued at $25,000 or less and site specific contract addendums for the Brownfields Program and task specific contract addendums for the Transportation Program)

**CONTRACTS**

**Two Rivers-Ottauqueechee Regional Commission – 604b Clean Water**

**Scope of Work:** Develop on-line interactive web maps that will display water quality monitoring sites and results from the region’s watershed organizations.

**Funding:**
- Contract Amount: $3,636
- Match Amount: None
Performance Period: 11/11/19 – 08/14/20

Staff: Pam DeAndrea

SERC LEPC FY20 Amendment #1 – Administrative and Other Support

Scope of Work: Provide administrative support to the Local Emergency Management Committee #5 including maintaining the LEPC 5 distribution and member list, distributing meeting packets, preparing meeting minutes, acting as fiscal agent, managing the LEPC’s grant and keeping its financial and meeting records, distributing informational materials provided by the LEPC Chair, and participating in Table Top Exercise Planning Team meetings, the exercise, and the after action report meeting as funds allow.

The Amendment adds the following activities:
- Amend service agreement for LEPC5 support and Tier II data management
- Maintain LEPC5 webpage
- Participate in Central Vermont Job Fair
- Coordinate with members, partners, & others
- Host 1/2-day Tier II facilities training
- Plan and host a Tabletop Exercise
- Develop and distribute Tier II facility report & map by municipality
- Support LEPC5’s Facility Review Committee
- Support LEPC5’s Emergency Management subcommittee

Funding:
Amount: $4,000 revised to $19,871.39 (state funds)
Match Amount: None required.

Performance Period: 07/01/19 – 06/30/20

CVRPC Staff: Grace Vinson (primary), Bonnie Waninger and Nancy Chartrand (as needed)

MEMORANDA OF AGREEMENT RECEIVED
A Memorandum of Agreement (MOA) is a document written between parties to cooperatively work together on an agreed upon project or to meet an agreed upon objective. The purpose of an MOA is to have a written formal understanding of the agreement between parties. An MOA details the obligations and commitments of the parties and allocates and minimizes each party’s risks. It can be referred to as a contract and is legally binding.

CVRPC requests that municipalities and project partners making match commitments sign an MOA with CVRPC when CVRPC applies for funding and a municipality or partner commits to providing match to the project. When in-kind match is involved, the MOA commits the in-kind match partner to provide cash match if the partner is unable to meet its in-kind match. This reduces CVRPC’s risk of needing to cover a
partner’s match with CVRPC cash or in-kind services should the partner be unsuccessful in meeting its match commitment.

**Town of Calais – Local Hazard Mitigation Plan MOA**

**Scope of Work:** Develop a single-jurisdiction local hazard mitigation plan intended for FEMA approval.

**Match Commitment:** $2,500  
**Intended Match:** In-kind service of volunteers and Town staff to provide data and guide the plan’s development.

**Performance Period:** 01/01/20 – 08/06/21

**CVRPC Staff:** Grace Vinson (primary), Zachary Maia, Ashley Andrews, Bonnie Waninger

**City of Montpelier – Local Hazard Mitigation Plan MOA**

**Scope of Work:** Develop a single-jurisdiction local hazard mitigation plan intended for FEMA approval.

**Match Commitment:** $2,500  
**Intended Match:** Cash

**Performance Period:** 01/01/20 – 08/06/21

**CVRPC Staff:** Grace Vinson (primary), Zachary Maia, Ashley Andrews, Bonnie Waninger
### SECTION I - GENERAL GRANT INFORMATION

1. **Grant #:** 2019-ERP-D-3-03
   - **Original:** Y

2. **Grant Title:** Moretown Elementary School Stormwater Final Design

3. **Amount Previously Awarded:** $0.00

4. **Amount Awarded This Action:** $39,395

5. **Total Award Amount:** $39,395

6. **Award Start Date:** Upon Signature

7. **Award End Date:** December 31, 2021

8. **Subrecipient Award:** YES

9. **Vendor #:** 43329

10. **Grantee Name:** Central Vermont Regional Planning Commission

11. **City:** Montpelier

12. **State:** VT

13. **Zip Code:** 05602

14. **State Granting Agency:** Department of Environmental Conservation

15. **Business Unit:** 06140

16. **Performance Measures:**
   - **Match/In-Kind:** $9,596
   - **Description:** YES

17. **If this action is an amendment, the following is amended:**
   - **Amount:**
   - **Funding Allocation:**
   - **Performance Period:**
   - **Scope of Work:**
   - **Other:**

### SECTION II - SUBRECIPIENT AWARD INFORMATION

18. **Grantee DUNS #:** 29

19. **Indirect Rate:**%

20. **FFATA:** YES

21. **DUNS Registered Name:**

### SECTION III - FUNDING ALLOCATION

#### STATE FUNDS

<table>
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<tr>
<th>Fund Type</th>
<th>Awarded Previously</th>
<th>Award This Action</th>
<th>Cumulative Award</th>
<th>Special &amp; Other Fund Descriptions</th>
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<tr>
<td>Special Fund</td>
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<td></td>
<td>$0.00</td>
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<tr>
<td>Global Commitment (non-subrecipient funds)</td>
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<td>$0.00</td>
<td>Fund 21932</td>
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<tr>
<td>Other State Funds</td>
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<td>$39,395</td>
<td>Fund 31500</td>
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#### FEDERAL FUNDS

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<th>Award This Action</th>
<th>Cumulative Award</th>
<th>Required Federal Award Information</th>
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<td>Federal Awarding Agency:</td>
<td>Federal Award Project Descri:</td>
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</table>

**Total Awarded - All Funds:** $0.00 | $39,395 | $39,395

### SECTION IV - CONTACT INFORMATION

**STATE GRANTING AGENCY**
- **NAME:** Shalini Suryanarayana
- **TITLE:** Grants Management Specialist
- **PHONE:** 802 461 6175
- **EMAIL:** shalini.suryanarayana@vermont.gov

**GRANTEE**
- **NAME:** Pam DeAndrea
- **TITLE:** Senior GIS Planner
- **PHONE:** (802) 229-0389
- **EMAIL:** deandrea@cvregion.com

Form Effective 12/26/2014
SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called “State”), and the Central Vermont Regional Planning Commission with principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this Grant Agreement is for services generally on the subject of the Moretown Elementary School Stormwater Final Design project. Detailed scope to be provided by the Grantee are described in Attachment A, Scope of Work to be Performed.

3. Maximum Amount: In consideration of the scope of work, the State agrees to pay the Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed 80% of the total project cost with the maximum award amount not to exceed $39,395. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without written approval from the State.

4. Subcontracting: Grantee shall not assign labor duties to a subcontractor without the prior written approval from the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract form.

5. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.

6. Ownership and Disposition of Equipment: Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Grantee must submit a written request to retain the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.

7. Source of Funds: State funds.

8. Grant Term: The period of Grantee’s performance shall begin upon date of execution, signified by the date of signature by the State and end by December 31, 2021.

9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least thirty (30) days prior to the end date of this agreement or the request may be denied.

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

11. Fiscal Year: The Grantee’s fiscal year starts July 1 and ends June 30.

12. Work product ownership: Upon full payment by the State, all products of the Grantee’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.
13. **Attachments**: This Grant consists the following attachments that are incorporated herein:

- Attachment A – Scope of Work to be Performed
- Attachment B – Budget and Payment Provisions
- Attachment C – Customary State Grant Provisions
- Attachment D – Other Grant Provision(s) if necessary
- Attachment E – Final Performance Report Template
- Attachment F – Request for Approval to Subgrant/Subcontract

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

<table>
<thead>
<tr>
<th>STATE OF VERMONT</th>
<th>GRANTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>N.K.</td>
<td></td>
</tr>
<tr>
<td>Commissioner</td>
<td>D.P.</td>
</tr>
<tr>
<td>Dept of Environmental Conservation</td>
<td>Name: (Print)</td>
</tr>
<tr>
<td>Date:</td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>
As part of the State’s Clean Water Initiative Program’s annual competitive grant process, a Project Selection Committee elected to award the Grantee $39,395 to implement the Moretown Elementary School Stormwater Final Design project, which will serve to reduce nutrient loading and erosion potential in the Mad River watershed, serving the dual purpose of protecting the State’s water quality and supporting the Grantee’s goal.

Performance Measure(s) for this Grant:
Number of final (100%) designs completed: 1

Scope of Work:

This project is located in the Town of Moretown, Vermont. The Grantee will treat stormwater from impervious surfaces at the Moretown Elementary School and Town Clerk's Office before it enters the stormwater infrastructure along Route 100B that empties into the Mad River. In order to accomplish this, the Grantee will assure that the following tasks are completed:

1. Attend a kick off meeting and site visit with the Town
2. Complete 60% design and revised construction budget
3. Present designs to Town of Moretown
4. Complete 90% design and revised construction budget
5. Present design changes, if any, to Town of Moretown
6. Complete 100% design and provide bid-documents and permit requirements for later implementation

The Grantee will adhere to all requirements of a contract with the State and provide frequent progress reports and communication with the State (DEC technical project manager, TPM) in order to keep the TPM appraised of all aspects of the project. The Grantee will provide these progress reports and communication following the kickoff meeting, the 60% design level and the 90% design level, with a final performance report at the 100% design (see Attachment D) level.

At project completion, the Grantee is required to submit a final Performance Report for each project (Attachment E). All tasks, deliverables, and estimated deadlines associated with this grant are outlined in the table below. The Grantee is also required to issue a press release to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project’s purpose, actions, and results. Grantee will submit a copy of the press release as well as a list of the entities to whom the press release was sent as a deliverable listed in the table below. The Grantee shall submit a Request for Approval to Subcontract Form for any subcontracts associated with this grant. The form must be approved before a subcontractor can start work.
<table>
<thead>
<tr>
<th>Milestone</th>
<th>Deliverable(s)</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Project initiated; determination of</td>
<td>Documentation of required permits for project implementation, indicating potential challenges/conflicts for obtaining permit (if applicable) and project locator map; secure subcontractor approval; initiate and maintain contact with the Select Board and School Board and between School Board and BMP designer.</td>
<td>June 30, 2020</td>
</tr>
<tr>
<td>required permits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Determination of O&amp;M responsible</td>
<td>Documentation of O&amp;M responsible party once project is implemented; draft and secure subcontract with project designer; Email progress report on project status including review of remaining steps, timeline, budget (invoices will not be paid unless interim financial reports are submitted/approved)</td>
<td>August 31, 2020</td>
</tr>
<tr>
<td>party; Financial Checkpoint 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Interim Design Complete &amp; Financial</td>
<td>Approximately 50 -60% of design complete; Email progress report on project status including TOPO Survey/Base Map, review of remaining steps, timeline, budget (invoices will not be paid unless interim financial reports are submitted/approved)</td>
<td>December 31, 2020</td>
</tr>
<tr>
<td>Checkpoint 2</td>
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<tr>
<td>4 90% Design Complete</td>
<td>Approximately 90% of design complete</td>
<td>June 30, 2021</td>
</tr>
<tr>
<td>5 100% design complete</td>
<td>Final Design Report (includes synthesis of prior completed project deliverables, 100% designs, written documentation of landowner commitment intent to implement project or written documentation of non-commitment with explanation, and final cost-estimate with a level of effort document)</td>
<td>October 31, 2021</td>
</tr>
<tr>
<td>6 Project complete; Final Financial</td>
<td>Final Performance Report including BMP reporting (indicate BMP status as designed); press release</td>
<td>November 30, 2021</td>
</tr>
<tr>
<td>Checkpoint</td>
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<tr>
<td><strong>Total Budget Available</strong></td>
<td><em>Note that a minimum of 10% must be held for final deliverables</em></td>
<td><strong>$39,395</strong></td>
</tr>
</tbody>
</table>

The detailed grant budget and a complete list of allowable budget categories can be found on Form 430 in the following pages.
See Payment Schedule in Attachment A
This grant is a cost-reimbursable grant. Payments made to the grantee by the State are based on the submittal of invoices including a date range in which activities on this grant were undertaken. Grantees are required to keep documentation of all expenses reported to the State on the invoice, but are not required to submit those documents with each invoice. The State reserves the right to ask for expense documentation upon request. Invoices must be submitted on the attached Form 430. Submission of match documentation using Form 430-M (see Attachment D) is required at the time of project completion for the balance of the total project cost. Budget modifications in any category that are at or above 10% of the entire grant value will require State approval prior to finalizing any budget alterations or expending said funds.

The State will measure sufficient progress by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

Risk-Based Assessment:
Risk Level: LOW

<table>
<thead>
<tr>
<th>Risk Level</th>
<th>Monitoring Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low</td>
<td>- Final performance report required.</td>
</tr>
<tr>
<td>Moderate</td>
<td>- Grantee is required to submit a biannual progress report(s). Progress report(s) must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.</td>
</tr>
<tr>
<td>High</td>
<td>- Grantee is required to submit quarterly progress reports (see above). - Grantee must document a course of corrective actions in order to maintain future eligibility for Vermont DEC funds. Grantees have a period of three years to complete corrective actions. If after three years no corrective actions have been taken, VDEC will no longer provide funds to the organization.</td>
</tr>
</tbody>
</table>

- These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
- If you are required to have an audit under the new OMB Uniform Guidance, you are to report to Vermont DEC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

The Grantee shall:

- Maintain a copy of all receipts on file for review upon request by the State,
- Include a copy of all receipts for costs requested for reimbursement.
- Other:

Other Provisions
Up to 90 days of Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in Attachment A.

Address All completed forms should be submitted to:
Name: Shalini Suryanarayana
Department: ANR Department of Environmental Conservation
Address: One National Life Drive – Davis 2, Montpelier, VT 05620-3522

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.
Vermont Department of Environmental Conservation
Agency of Natural Resources

Form 430 Request for Funds
(Form must be completely filled out before payment will be released)

Submit form, along with associated deliverables to Grant Management Specialist
Shalini Suryanarayana (shalini.suryanarayana@vermont.gov) and
copy Technical Project Manager, Marc Companion (marc.companion@uvm.edu)

Grantee Name: Central Vermont Regional Planning Commission
Grant #: 2019-ERP-D-3-03

Purchase Order #: XXXX Payment#: Amount Requested:

Detailed Grant Budget:

<table>
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<tr>
<th>Budget Category</th>
<th>Budget Amount</th>
<th>Amount Requested</th>
<th>Remaining Amount</th>
<th>Total Match Documented (if applicable, use total from Form 430-M)</th>
<th>Match Committed (if applicable)</th>
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<td>Travel</td>
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<tr>
<td>Total</td>
<td>$39,395</td>
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<td>$9,596</td>
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</table>

Approvals for Payment

Grantee___________________________________________________  Date __________________

Grantee’s Title

The Grantee certifies that the invoiced amounts have been spent on allowable activities and purposes in accordance with the grant agreement. The Grantee agrees to produce, on request, the source documents upon which this invoice is based.

State’s Project Manager: _________________________________  Date: __________________

The Grant Manager has reviewed the financial and work plan reports submitted to date and finds they are in accordance with the grant agreement.
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)
1. **Performance Reporting:** The required final performance report template for this agreement is provided in Attachment E. If a grant agreement involves project implementation, additional reporting at the best management practice (BMP) level may be required. Any additional BMP reporting requirements are specified in Attachment E. Fillable formats of performance report templates are available at: [http://dec.vermont.gov/watershed/cwi/grants](http://dec.vermont.gov/watershed/cwi/grants).

2. **Required Deliverable for Project Identification:** As stated in the grant agreement’s table of deliverables, all scoping grants involving project identification and prioritization are required to complete a table listing each project identified. Contact your grant manager for the table template. The table will be used to incorporate projects identified and prioritized into Vermont Tactical Basin Plan Implementation Tables.

3. **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](http://dec.vermont.gov/watershed/cwi/grants).


5. **Match Documentation:** If the project requires match, all match must be documented and reported using the Form 430-M ([http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx](http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx)) and should be submitted at the close of the project with the final invoice.

6. **Clean Water Project Signs Tracking and Reporting:** The State of Vermont Legislature directed Vermont state agencies to post signs that identify clean water projects funded by the State of Vermont (Act 84 of 2017, Section 35a). If stated in the grant agreement’s milestone and deliverables table, the grantee is required to post and take a photo of the Clean Water Project sign in front of their project during construction. Instructions and guidelines for posting clean water signs are available at: [https://dec.vermont.gov/sites/dec/files/DEC-CWIP_CleanWaterProjectSignsGuidance_FINAL.pdf](https://dec.vermont.gov/sites/dec/files/DEC-CWIP_CleanWaterProjectSignsGuidance_FINAL.pdf).
Attachment E
Vermont DEC - Ecosystem Restoration Grant Program
Final Performance Report

I. Project Information
Organization: Central Vermont Regional Planning Commission
Grant Number: 2019-ERP-D-3-03
Title: Moretown Elementary School Stormwater Final Design
Report Date: ___________________
Date Project Completed: __________________
Project Location:
  • Latitude (decimal degrees with five decimal places e.g., 44.25804): ________________
  • Longitude (decimal degrees with five decimal places e.g., -72.59101): ________________
  • Town(s): _______________________
  • WBID (Watershed boundary ID) Sub-basin(s): _______________________
  • Stream segment if applicable (i.e., river and stream projects): _______________________
Project Type: Stormwater - Final Engineering Design, Final Design
ERP Funding Amount: $__________________
Total Project Costs: $__________________

II. Performance Measures (e.g. acres of impervious surface treated: 1.2)
Enter first Performance Measure identified in this agreement:

<table>
<thead>
<tr>
<th>Match Funding Source</th>
<th>Match Agreement Number</th>
<th>Match Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choose a funding source.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose a funding source.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose a funding source.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Did you meet this measure: | | Yes | | No
If not, explain:

Enter second Performance Measure identified in this agreement, if applicable:

| Did you meet this measure: | | Yes | | No |
| If not, explain: |             |             |
III. Attachments

Summary of work completed: Attach a brief description of the work completed for this project.

Photos for Implementation/Equipment Purchase Projects: Attach before and after project photos as JPEG images, (minimum resolution of 300 pixels per inch) and submit with this form. In addition, if your project required an Clean Water Projects Sign, attach a photo of the sign at the site during construction.
# Department of Environmental Conservation
Request for Approval to Subgrant/Subcontract

<table>
<thead>
<tr>
<th>Date of Request</th>
<th>Central Vermont Regional Planning Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Grantee/Contractor</td>
<td>29 Main Street, Suite 4, Montpelier, VT 05602</td>
</tr>
<tr>
<td>Address</td>
<td>(802) 229-0389</td>
</tr>
<tr>
<td>Phone Number</td>
<td>2019-ERP-D-3-03</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
</tbody>
</table>

| Scope of Services | $ |

By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 24).

DEC Business Office Review

| Approval: ___________________________ Date: ___________________ |

The language following this form must be included by the contractor in all subcontracting agreements.
Language to be included in all subcontracting agreements:

1. **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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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

8. 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.

9. 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.

10. 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.

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

12. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:
   a. is not under any obligation to pay child support; or
   b. is under such an obligation and is in good standing with respect to that obligation; or
   c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

13. Subcontractors: Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.
SOUTHERN WINDSOR COUNTY REGIONAL PLANNING COMMISSION
2019 CLEAN WATER DESIGN/IMPLEMENTATION BLOCK GRANT (DIBG)

SUB-GRANT AGREEMENT #CVRPC-2019DIBG-01

Project Names:  a) Woodbury - Church Street Stormwater Final Design
               b) Woodbury – Fire Station & Post Office SW Final Design
               c) Calais-Moscow Woods Gully Final Design
               d) Calais-East Calais Post Office SW Final Design

1. Parties: This is an Agreement for services between the Southern Windsor County Regional Planning Commission (SWCRPC) a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 38 Ascutney Park Road, Ascutney, Vermont 05030 and Central Vermont Regional Planning Commission with its principal place of business at 29 Main St. #4, Montpelier, VT 05602 (hereinafter called “SUB-GRANTEE”). It is the SUB-GRANTEE’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUB-GRANTEE is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this Sub-Grant Agreement is to provide funding for implementation of projects and associated program delivery under the 2019 SWCRPC Design/Implementation Block Grant program with the Vermont Department of Environmental Conservation (2019-CWF-IMP-03). The SUB-GRANTEE’s Scope of Work is outlined in ATTACHMENT A.

3. Maximum Amount: In consideration of the scope of work specified in ATTACHMENT A the SWCRPC agrees to pay SUB-GRANTEE, in accordance with the Payment Provisions specified in ATTACHMENT B.

4. Agreement Term and Deadlines: The period of SUB-GRANTEE’s performance shall begin on ____________, 2020 and end on December 1, 2021. It is expected that the project commences within 90 days of the execution of this agreement. To be eligible for funding, all projects must be completed and all deliverables and project invoicing must be submitted by no later than December 1, 2021.

5. Source of Funds: State Funds from the Vermont Department of Environmental Conservation.

6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the SWCRPC and SUB-GRANTEE. No amendment will be considered without justification to support the amendment request.

7. Final Payment: Final payment will be remitted upon satisfactory receipt of all deliverables, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match. Required deliverables are outlined in ATTACHMENT A.
8. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.

9. Work Product ownership: Upon full payment by the State, all products of the Grantee’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

10. Deadlines: Scope of work deadlines are firm. Failure to complete deliverables by the deadline may result in forfeiture of some or all of SUB-GRANTEE’s payments. No modifications to deadlines are allowed without prior written approval of SWCRPC.

11. Contact persons for this award:

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

    SUB-GRANTEE:

    ________________________________
    Phone: __________________________ Email: __________________________

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

   Attachment A – SUB-GRANTEE Scope of Work to be performed
   Attachment B – Budget and Payment Provisions
   Attachment C – Customary State Grant Provisions
   Attachment D – Other Grant Provisions
   Attachment E – Ineligible Expenses and Match Requirements
   Attachment F(s) – Grant Reporting, Milestones, Deliverables & Performance Measures

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

SOUTHERN WINDSOR COUNTY REGIONAL PLANNING COMMISSION

SUB-GRANTEE

Signature: __________________________  Signature: __________________________
Name: Thomas J. Kennedy, A.I.C.P.    Name: __________________________
Title: Executive Director              Title: __________________________
Date: ______________________________  Date: ______________________________
ATTACHMENT A
SUB-GRANTEE Scope of Work

Responsibilities for Each Party Under this Agreement are described below:

Sub-Grantee Responsibilities under this grant:

Will be responsible for all PROJECT COST and PROGRAM DELIVERY as outlined below:

**Project Implementation:**

a. Work shall be completed as described in SUB-GRANTEE’s funding project applications. SUB-GRANTEE shall adhere to any and all conditions imposed by DEC technical staff during the project screening and approval process.

**Program Delivery (Grant Administration and Project Management):**

Program Delivery may include some or all of the following tasks:

a. If applicable, coordinate with project partners(s) (town, business, school district, private property owner, other organization or agency) as necessary for successful completion of the project(s) as outlined in this sub-grant agreement.

b. Ensure that all required local, State and Federal permits have been obtained in a timely manner and that selected Contractor(s) are familiar with all permit conditions.

c. Follow appropriate procurement policy. SUB-GRANTEE, and/or project partner, is to follow their procurement policy. If a project partner does not have a procurement policy in place, they are to follow the procurement policy of the SUB-GRANTEE.

d. Provide procurement and oversight assistance, if applicable, which may include:
   i. Oversight of bid process including Request for Proposals, proposal review, and Contract development to ensure Contractors provide information for required Deliverables and Performance Measures;
   ii. Hold pre-bid site visit(s) with interested bidders;
   iii. Document pre-construction site conditions with photos, if appropriate;
   iv. Ensure any necessary construction oversight is carried out in accordance with potential permit conditions, and;
   v. Ensure successful completion of the project per terms of this agreement.

e. Provide reporting and invoice assistance to project partners, if applicable, to include:
   i. Documentation of construction costs;
   ii. Invoice submission and payment disbursement to project partners, if applicable; and
   iii. Compilation of financial documentation for reporting requirements and review for accuracy and completeness.

f. Obtain Approval to Subgrant/Subcontract from all partners, vendors and contractors associated with this grant prior to subcontractor starting work.

g. Provide all invoicing, disbursements and reporting for all project implementation and program delivery activities as outlined in ATTACHMENT B in a timely manner.

h. Ensure that all project construction will be completed no later than December 1, 2021 to be eligible for reimbursement.
i. Submit Completed Deliverables and Work Products in ATTACHMENT F for each individual project, in a timely manner. Deliverables completed must accompany SUBGRANTEE’s invoicing for reimbursement of Program Delivery expenses.

j. Submit Interim Progress Reports as Outlined in ATTACHMENT F.

All Invoice Requests, Reporting documents, and correspondence are to be sent via email to cwbg@swcrpc.org.

SWCRPC Responsibilities Under this Agreement:

- Serve as the point of contact and coordinator for all projects statewide; act as a liaison to VT DEC for all administration, invoicing and reporting.
- Provide SUB-GRANTEE with required project specific Reporting, Deliverables, Milestones and Performance Measures as determined by VT DEC per ATTACHMENT D.
- Provide reporting templates and forms for invoicing, interim and final reporting, and Operations & Maintenance Template, as may be necessary. All forms available at weblink https://swcrpc.org/design-implementation-block-grant/ for download.
- Make payments to SUB-GRANTEE upon receipt of invoices submitted by the SUB-GRANTEE to provide reimbursement for Project Implementation Costs and Program Delivery Costs as detailed in ATTACHMENT B.
ATTACHMENT B
PAYMENT PROVISIONS

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

A. General. The SWCRPC agrees to pay the SUB-GRANTEE for Project Implementation Costs and Program Delivery Costs and the SUB-GRANTEE agrees to pass through to project partners(s), if applicable.

B. Payment Procedures.

This grant is a cost-reimbursable grant. Requests for reimbursement must be submitted by SUB-GRANTEE using Invoice Template provided. Invoicing procedures include:

- Program Delivery back-up documentation for personnel and other direct costs must be retained by the SUB-GRANTEE and provided upon request.
- Final payment for Program Delivery will be made to SUB-GRANTEE upon completion of Project Deliverables and final reporting requirements as outlined in ATTACHMENT A.
- 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.
- Invoicing for Project Implementation Costs must be accompanied by contractor invoices.
- All invoices, including contractor invoices, must be signed by SUB-GRANTEE to certify accuracy of costs.
- All payments by the SWCRPC under this Agreement will be made in reliance upon the accuracy of all submissions by the SUB-GRANTEE.
- Deliverables are to be submitted with or prior to request for Payment for Program Delivery expenses.
- All match, if applicable, must be provided on a signed Form 430-M with proper support documentation with each invoice.

C. Budgets, Cost Overruns and Contractor Fees.
- The Budget is reflected in this attachment. Sub-grantee is required to review the Project Implementation portion of this budget, following procure of services, and shall inform SWCRPC if the anticipated cost will vary by more than 10%.
- Cost overruns will require an amendment to this agreement and will be contingent upon the availability of funds.
- Interest charge for late payment of invoices is not an eligible expense under this agreement.
### PROJECT BUDGET

**VT DEC GRANT #:** 2019-CWF-IMP-03  
**SUB-GRANT #:** CVRPC-2019DIBG-01 (BUNDLE)

Sub-Grantee: __Central Vermont Regional Planning Commission__

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Project Budget Amount*</th>
<th>Funding Amount Requested</th>
<th>Total Match Provided</th>
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<tbody>
<tr>
<td>1 – Program Delivery Costs**</td>
<td>$3,941</td>
<td>$3,941</td>
<td></td>
</tr>
<tr>
<td>2 – Project Implementation (non-MS4)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2a - Project Costs for Design and/or Implementation Woodbury - Church Street Stormwater Final Design</td>
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<td>$900</td>
</tr>
<tr>
<td>2b - Project Costs for Design and/or Implementation Woodbury - Fire Station &amp; Post Office SW Final Design</td>
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<tr>
<td>Total</td>
<td>$46,807</td>
<td>$43,741</td>
<td>$3,066</td>
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</table>

* This is a maximum budget amount unless agreement is amended for budget revisions

** Program Delivery Cost Budget is based on Project Funding Amount Requested and may be adjusted with adjustments to Project Cost Budget.

Project Completion Date is anticipated by: ________________

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

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

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

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

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

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

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

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

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

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

- $1,000,000 Each Occurrence
- $2,000,000 General Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, 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 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-A appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
   
   **B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
   
   **C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

29. **No Implied Waiver of Remedies:** Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

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

   **A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

   For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

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

32. **Requirements Pertaining Only to State-Funded Grants:**

A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization

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

(End of Standard Provisions)
Attachment D
Other Grant Agreement Provisions

1. Performance Reporting: The required final performance report requirements and templates for this agreement is provided in the link below. If a grant agreement involves project implementation, additional reporting at the best management practice (BMP) level may be required. Fillable formats of performance report templates are available at: http://dec.vermont.gov/watershed/cwi/grants

2. Required Deliverable for Project Identification: As stated in the grant agreement’s table of deliverables, all scoping grants involving project identification and prioritization are required to complete a table listing each project identified. Contact your grant manager for the table template. The table will be used to incorporate projects identified and prioritized into Vermont Tactical Basin Plan Implementation Tables.

3. 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


5. Match Documentation: If the project requires match, all match must be documented and reported using the Form 430-M (http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx) and should be submitted at the close of the project with the final invoice.

6. Agriculture projects must first pursue other funding sources (e.g., Agency of Agriculture, Food and Markets and U.S. Department of Agriculture) before pursuing CWIP funds. Except for the Municipal Roads Grants-in-Aid program, road projects must first pursue other funding sources (e.g., Agency of Transportation) before pursuing CWIP funds.


8. For information regarding the Municipal Separate Storm Sewer System (MS4) General Permit, see: http://dec.vermont.gov/watershed/stormwater/permit-information-applications-fees/ms4-permit.
Attachment E
Ineligible Expenses and Required Match*

Ineligible Expenses:

- Purchase of tools and/or equipment;
- Office supplies such as, but not limited to, computers, cell phones, etc.;
- Uniforms/staff apparel;
- Food/beverage/event space costs (such as for a meeting);
- AmeriCorps host site or member costs;
- Expenditures that occurred before the award date (unless granted a 90-day pre-award approval from the State prior to agreement execution) or after the end date of the block grant agreement timeframe;
- General outreach and/or education;
- Political advocacy;
- Fundraising; and
- Grant writing.

Required Match:

Match requirements vary by project type (the State will provide a spreadsheet of “Design/Implementation Block Grant (Year 2 Pilot) Eligible Project Types, Standards, Milestones & Deliverables”). Natural resource projects (forestry, rivers, and lakes sectors) do not require match. The State requires 50% local match (cash or in-kind) for MS4 stormwater projects. MS4 stormwater projects are located in the MS4 communities listed below and support implementation of MS4 required flow restoration plans and phosphorus control plans.

Eligible match sources are listed below. These costs must be incurred within the time-frame of the block agreement dates:
- In-kind contributions such as time, transportation, and other organizational costs directly related to the project;
- Cash contributions from other funding sources (state funds not eligible);
- Land Acquisition;
- Equipment; and
- AmeriCorps member time (host site fee/1,700 hours x number of hours worked on the project).

Ineligible match funding sources include:
- Funds already provided as match to other state or federal projects;
- State funds;
- Expenses that occurred before or after the duration of the block grant agreement;
- Expenses related to political advocacy;
- Expenses related to fundraising; and
- Expenses related to grant writing.

* Per 2019-CWF-IMP-03 SWCRPC Grant Agreement
Interim Progress Reporting (IPR):
Quarterly Progress Reports are to be submitted using Interim Report Template to be provided. If no progress has been made during the reporting period, please still submit an IPR and state ‘no progress was made during this period.’ First IPR will be due on the first date following date of this Sub-Grant Agreement. One Interim Progress Report submitted for each Subgrant agreement.

<table>
<thead>
<tr>
<th>Interim Progress Report</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Progress Report 1</td>
<td>March 15, 2020</td>
</tr>
<tr>
<td>Interim Progress Report 2</td>
<td>June 15, 2020</td>
</tr>
<tr>
<td>Interim Progress Report 3</td>
<td>September 15, 2020</td>
</tr>
<tr>
<td>Interim Progress Report 4</td>
<td>January 15, 2021</td>
</tr>
<tr>
<td>Interim Progress Report 5</td>
<td>April 15, 2021</td>
</tr>
<tr>
<td>Interim Progress Report 6</td>
<td>August 15, 2021</td>
</tr>
<tr>
<td>Interim Progress Report 7</td>
<td>November 15, 2021</td>
</tr>
</tbody>
</table>

Deliverables and Performance Measures (to be provided for each project):

<table>
<thead>
<tr>
<th>Sector</th>
<th>Project Type &amp; Phase</th>
<th>Project Type Definition</th>
<th>Required Performance Measures</th>
<th>Required Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stormwater</td>
<td>Final Engineering Design</td>
<td>Final design of stormwater management practice(s) that collect, store, infiltrate, and filter runoff that contains nutrient and sediment pollution from hard surfaces associated with developed/urban/suburban areas. Work includes securing permit(s) and final operation and maintenance plan agreement(s).</td>
<td>Number of final (100%) designs completed.</td>
<td>1. Project initiated; determination of required permits. 2. Determination of O&amp;M responsible party. 3. 100% designs complete. 4. Project complete.</td>
</tr>
</tbody>
</table>

*Deliverables and Performance Measures per DEC Design Implementation Block Grant Project Table*
MEMO

Date: January 29, 2020
To: Executive Committee
From: Ashley Andrews, Planner
Re: CVRPC FFY 2020 TPI Budget Adjustment 1

**ACTION REQUESTED:** Approve the CVRPC FFY20 Transportation Planning Initiative budget adjustment 1.

This adjustment reflects budget changes to Task 1-6 and the addition of funds to plan Task 6B (Watershed Planning). Exhibit 2, 3, 4 includes the full budget details.

These changes were approved by the Transportation Advisory Committee (TAC) on January 28th. The TAC requested additional information regarding reallocation of hours among staff for Tasks 3 and 4. The information has been included in this memo.

This budget adjustment brings task allocations in line with current spending trends, the Executive Director’s new role as Chair of the Green Mountain Transit Board of Commissioners (Task 3 increase), the departure of Dan Currier and reallocation of tasks among staff. and the addition of new funds to task 6B. Funds in Task 4 for bridge and culvert inventories were reduced to accommodate the Task 3 increase and consultant services.

**Summary of budget amounts by task:**

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
<th>Approved Amount</th>
<th>Amended</th>
<th>Difference</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Administration</td>
<td>$18,988</td>
<td>$18,153</td>
<td>($835)</td>
<td>-4.40%</td>
</tr>
<tr>
<td>Task 2</td>
<td>Public Participation &amp; Coordination</td>
<td>$38,945</td>
<td>$37,571</td>
<td>($1,374)</td>
<td>-3.53%</td>
</tr>
<tr>
<td>Task 3</td>
<td>Long Range Planning</td>
<td>$65,691</td>
<td>$93,207</td>
<td>$27,516</td>
<td>41.89%</td>
</tr>
<tr>
<td>Task 4</td>
<td>Short Range Planning</td>
<td>$93,816</td>
<td>$68,488</td>
<td>($25,327)</td>
<td>-27.00%</td>
</tr>
<tr>
<td>Task 5</td>
<td>Project Development</td>
<td>$15,591</td>
<td>$15,612</td>
<td>$20</td>
<td>0.13%</td>
</tr>
<tr>
<td>Task</td>
<td>Task Description</td>
<td>Approved Amount</td>
<td>Amended</td>
<td>Difference</td>
<td>% Change</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------------</td>
<td>-----------------</td>
<td>------------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>Task 6A</td>
<td>Other Planning - VT Culverts</td>
<td>$3,398</td>
<td>$3,398</td>
<td>$0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Task 6B</td>
<td>Other Planning - Watershed Planning</td>
<td>$10,000</td>
<td>$22,377</td>
<td>$12,377</td>
<td>123.77%</td>
</tr>
</tbody>
</table>

**TOTAL** | **$246,429** | **$258,806** | **$12,471** | **123.77%** |

**Funding Level - $258,806**

The following budget changes from the FFY20 include:

Task 1 – Program Administration: Reallocation of hours to staff to reflect position vacancy, addition of funding to update traffic counting software, and movement of funds to Short Range Planning which reduces travel (professional development removed) and increases consultants (ash tree inventory).

Task 2 – Public Participation and Coordination: Reallocation of hours among staff to reflect actual trends.

Task 3 – Long Range Planning: Reallocation of hours among staff. Additional hours for the Executive Director’s service as Chair of the GMT Board of Commissioners.

Task 4 – Short Range Planning: Reallocation of hours among staff. Removed Planning Technician hours for bridge and culvert inventories. Added consultant funds for ash tree inventories.

Task 5 – Project Development Planning: Change reflects minor change to benefits rate.

Task 6A – Other Planning Activities (VT Culverts): Small change due to hourly rate increase.

Task 6B – Other Planning Activities (Watershed Planning): Addition of $12,377 to the task from FY19 carry over, which is to be used to continue working on existing Transportation Resiliency Planning Tool (TRPT) watershed project.
### Exhibit 2: Budget Detail by Task Category

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Program Administration</td>
<td>$18,153</td>
</tr>
<tr>
<td>Task 2</td>
<td>Public Participation and Coordination</td>
<td>$37,571</td>
</tr>
<tr>
<td>Task 3</td>
<td>Long Range Transportation Planning</td>
<td>$93,207</td>
</tr>
<tr>
<td>Task 4</td>
<td>Short Range Transportation Planning</td>
<td>$68,488</td>
</tr>
<tr>
<td>Task 5</td>
<td>Project Development Planning</td>
<td>$15,612</td>
</tr>
<tr>
<td>Task 6A</td>
<td>VOB/CIT Technical Support</td>
<td>$3,398</td>
</tr>
<tr>
<td>Task 6B</td>
<td>Watershed Planning activities</td>
<td>$22,377</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$258,806</td>
</tr>
</tbody>
</table>

### Exhibit 3: Budget Detail by Expense Category

#### RPC Staff Position

<table>
<thead>
<tr>
<th>RPC Staff Position</th>
<th>Rate SFY20</th>
<th>Total Hours</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>$57.82</td>
<td>656</td>
<td>$37,930</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$41.40</td>
<td>301</td>
<td>$12,461</td>
</tr>
<tr>
<td>GIS Planner I</td>
<td>$36.27</td>
<td>727</td>
<td>$26,703</td>
</tr>
<tr>
<td>GIS Senior Planner I</td>
<td>$39.53</td>
<td>64</td>
<td>$3,398</td>
</tr>
<tr>
<td>Office Manager</td>
<td>$41.40</td>
<td>477</td>
<td>$15,103</td>
</tr>
<tr>
<td>Emerg Mngmt Asst Plan I</td>
<td>$33.98</td>
<td>57</td>
<td>$2,163</td>
</tr>
<tr>
<td>Land Use Asst Planner II</td>
<td>$39.53</td>
<td>102</td>
<td>$3,984</td>
</tr>
<tr>
<td>Planning Technician I</td>
<td>$39.53</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Planning Technician II</td>
<td>$39.53</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>2,755</td>
<td>$114,903</td>
</tr>
</tbody>
</table>

#### Indirect Costs

<table>
<thead>
<tr>
<th>RPC Staff Position</th>
<th>115.00% of Hourly Rate</th>
<th>Total Hours</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>$66.49</td>
<td>656</td>
<td>$43,619</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$45.46</td>
<td>820</td>
<td>$37,277</td>
</tr>
<tr>
<td>GIS Senior Planner I</td>
<td>$41.40</td>
<td>301</td>
<td>$12,461</td>
</tr>
<tr>
<td>GIS Planner I</td>
<td>$39.53</td>
<td>727</td>
<td>$29,493</td>
</tr>
<tr>
<td>Office Manager</td>
<td>$41.40</td>
<td>64</td>
<td>$2,666</td>
</tr>
<tr>
<td>Emerg Mngmt Asst Plan I</td>
<td>$33.98</td>
<td>55</td>
<td>$1,815</td>
</tr>
<tr>
<td>Land Use Asst Planner II</td>
<td>$32.99</td>
<td>102</td>
<td>$3,324</td>
</tr>
<tr>
<td>Planning Technician I</td>
<td>$16.10</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Planning Technician II</td>
<td>$16.10</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>2,755</td>
<td>$132,138</td>
</tr>
</tbody>
</table>

#### Direct Costs

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractual</td>
<td>$3,000</td>
</tr>
<tr>
<td>Travel</td>
<td>$3,353</td>
</tr>
<tr>
<td>Supplies</td>
<td>$2,075</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Meetings</td>
<td>$2,188</td>
</tr>
<tr>
<td>Data &amp; References</td>
<td>$100</td>
</tr>
<tr>
<td>Postage</td>
<td>$800</td>
</tr>
<tr>
<td>Copy/Print</td>
<td>$0</td>
</tr>
<tr>
<td>Advertising</td>
<td>$250</td>
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<tr>
<td>Total</td>
<td>$11,766</td>
</tr>
</tbody>
</table>

#### Fund Allocation

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
<th>CVRPC Share</th>
<th>VTrans Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Program Administration</td>
<td>$1,815</td>
<td>$16,637</td>
</tr>
<tr>
<td>Task 2</td>
<td>Public Participation and Coordination</td>
<td>$3,757</td>
<td>$33,814</td>
</tr>
<tr>
<td>Task 3</td>
<td>Long Range Transportation Planning</td>
<td>$9,321</td>
<td>$83,886</td>
</tr>
<tr>
<td>Task 4</td>
<td>Short Range Transportation Planning</td>
<td>$6,849</td>
<td>$61,640</td>
</tr>
<tr>
<td>Task 5</td>
<td>Project Development Planning</td>
<td>$1,561</td>
<td>$14,051</td>
</tr>
<tr>
<td>Task 6A</td>
<td>VOB/CIT Technical Support</td>
<td>0</td>
<td>$3,398</td>
</tr>
<tr>
<td>Task 6B</td>
<td>Watershed Planning activities</td>
<td>0</td>
<td>$22,377</td>
</tr>
<tr>
<td>Subtotal by Share</td>
<td></td>
<td>$23,303</td>
<td>$235,503</td>
</tr>
<tr>
<td>Agreement Total</td>
<td></td>
<td>$258,807</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

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

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

Date: January 29, 2020
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Fiscal Agent/Sponsor Request

ACTION REQUESTED: This item is informational. Staff requests:

   a) the Committee identify any issues it would like addressed during exploratory conversations, and
   b) consensus support to continue exploring fiscal agent/sponsor services for The Hitching Post.

As an outgrowth of CVRPC’s Energy Committee Roundtable in fall 2019, staff has been working with
Adam “Phoenix” Mitchell to expand the Worcester-to-Montpelier Hitching Post (https://www.timesargus.com/news/local/coffee-pooling-program-taking-off/article_43bd0c32-f214-536e-9786-960839b1ce8b.html) to other communities. Staff also has been coaching Mitchell regarding
working with municipalities and identifying grant sources that may support development of a User’s
Guide to the Hitching Post and system expansion activities.

Mitchell is seeking a temporary fiscal agent to assist him in obtaining grants while he works to
incorporate The Hitching Post as a non-profit organization.

Staff identified the following issues that should be explored with CVRPC’s attorney and insurance
company prior to committing to act as fiscal agent/sponsor:

   • fiscal agent versus fiscal sponsor exploration. A fiscal agent acts as a "back-office" manager in
     charge of accepting and disburseing grant funds, while the grantee maintains control of the
     project. A "fiscal sponsor" acts in much the same way, except that the sponsor controls many
     aspects of the project;
   • specific contract language to be included;
   • insurance, liability, and tax implications;
   • maintenance of controls over grant-funded activities;
   • intellectual property rights; and
   • exit provisions (the agreement would have a set timeframe).
Staff has identified alternates to providing fiscal agent/sponsor services, including:

- not providing fiscal agent/sponsor services. CVRPC could assist Mitchell to identify other entities to provide this service.
- developing a contract employee relationship. A contract employee is an individual retained by a company for a predetermined time and for a predetermined price;
- developing a sole-source-procured consultant contract relationship.

From a mission perspective, providing fiscal agent/sponsor support to The Hitching Post supports CVRPC’s work to address rural transportation alternatives region wide and supports the work of municipal energy committees.
State of Vermont
Department of Public Safety
45 State Drive
Waterbury, Vermont 05671-1300
http://dps.vermont.gov/
(802) 241-5000 (main)

Contact Name: Bonnie Waninger
Organization Name: Central Vermont Regional Planning Commission
Organization Address: 29 Main Street, Suite 4
           Montpelier, VT 05602

Award Number 02140-31026C-004
Award Name Emergency Management Performance Grant Program
Period of Performance 10/1/18 – 9/30/19
Sample Reviewed Report 3 2/1/19 – 3/31/19
Response Is Required By 02/24/2020

The Audit Unit of the Vermont Department of Public Safety (DPS) conducted a financial monitor review in accordance with the Federal 2 CFR 200 Uniform Guidance and the agreement for the award referenced above.

Please find attached the completed Financial Monitoring Report (ADM-704), which summarizes the results of the review and lists any questioned compliances. This standard report is provided for all funding award reviews. An “n/a” (not applicable) is entered for any compliance measures that are not applicable to the current award being reviewed.

Below are the questioned compliances identified in the Financial Monitoring Report for which you must provide a response by the deadline noted above. Also included is relevant information regarding the questioned compliances and/or recommendations particular to this review. Some general Recommendations for Best Practice have also been included with the report.

Please feel free to contact me with any questions you may have. My contact information is listed below.

Questioned Compliances

1. Section A, Number 3

Reimbursements submitted no later than the end of the month following the month in which the expenses were incurred per agreement (Attachment B)

After reviewing the Central Vermont Regional Planning Commission Financial Reimbursement forms and backup documentation. I have determined that they have not meet all grant guidelines. The Central...
Vermont Regional Planning Commission submitted reimbursement but did not consistently request reimbursement following the month in which expenditures occurred.

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 provide a corrective action plan for how Central Vermont Regional Planning Commission will remain compliant with timely reporting per Attachment B.

Corrective Action

A corrective response is required and due by the date specified above. Each questioned compliance requires a response.

Considerations when drafting a corrective action plan:
- Do you acknowledge the questioned compliance?
- What corrective action or plan is being taken/implemented to correct the questioned compliance and prevent future occurrence?
- What policy or procedure is being implemented to meet and maintain compliance?
- Does it address how you will accomplish compliance?
- Will the corrective action prevent future questioned compliances?
- Have accounting records been corrected, with source documentation provided as evidence for correction?
- Have you provided a copy of any new plan, procedure or policy?
- Are source documents being provided that show an error found by the review has been resolved?

Recommendations

See attached “Recommendations for Best Practice” for a standard set of recommendations for Central Vermont Regional Planning Commission to continue to continue to implement.

Additional Information for Subrecipient

The Department of Public Safety recognizes that Central Vermont Regional Planning Commission policies and procedures represent a best practice. Including a written grant management policy which contains many of the Recommendations for Best Practice from the list of recommendations attached to this letter.

Contact Information

Name of Monitor: Jordan Black-Deegan  Telephone: 802-241-5504
Title: Audit Analyst  Email: 802-798-2305
Signature:  Date: 12/30/19
cc: Brenda Biker, Operations and Internal Controls Manager
Melissa Austin, Financial Administrator
### Compliance Review


#### A. Grant Agreement Terms

<table>
<thead>
<tr>
<th>Accepted</th>
<th>Questioned</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td>✓</td>
</tr>
<tr>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td>✓</td>
</tr>
</tbody>
</table>

1. Sampled expenses within terms of agreement per Attachment A
2. Sampled expenses within the time period of the agreement (Grant Agreement Part 2)
3. Reimbursements submitted no later than the end of the month following the month in which the expenses were incurred per agreement Attachment B
4. Records available for audit for 3 years after the period of the agreement per Attachment C & § 200.333
5. No subcontracting or subawarding without written approval from the State per Attachment C
6. Written notification of organization changes within 30 days per Attachment D
7. No supplanting or replacing of local or state funds per Attachment D & regulations below

Additional federal regulation: _________________________________________

8. The organization has standard policies & procedures for payroll, purchasing, contracting, & inventory per Attachment D & §200.302
   - [ ] Yes
   - [ ] No

9. Fully disclosed any conflicts of interest or potential conflicts of interest (Attachment C)
   - [ ] Yes
   - [ ] No

#### B. Grant Management

<table>
<thead>
<tr>
<th>Accepted</th>
<th>Questioned</th>
</tr>
</thead>
<tbody>
<tr>
<td>❌</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td></td>
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<tr>
<td>✓</td>
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<td>✗</td>
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<tr>
<td>🟢</td>
<td></td>
</tr>
</tbody>
</table>

1. Grant Management Policy/Procedure on file
   - [ ] Yes
   - [ ] No
2. Organization compliant with suspension & debarment (§200.213)
3. Organization has a Data Universal Number System (DUNS) number (§200.331 (a)(i)&(ii))
4. Insurance requirements in compliance with the agreement (Attachment C) & §200.310
5. Mandatory Disclosures completed for violations of federal law (§200.113)
6. Office of Civil Rights (OCR) & Equal Employment Opportunity Plan (EEOP) requirements are met (28 CFR § 42.301-.308) for the U.S. Department of Justice funding
7. Single Audits performed when required (§200.501)
8. All required pre-Approvals & changes to awards are in compliance with the agreement & §200.201 & §200.308
9. Match requirements have been met

#### C. Financial Management

<table>
<thead>
<tr>
<th>Accepted</th>
<th>Questioned</th>
</tr>
</thead>
<tbody>
<tr>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>✗</td>
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<tr>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>✗</td>
<td></td>
</tr>
</tbody>
</table>

1. Funds can be traced to a level of expenditures to establish compliance (§200.302 (a))
2. Identification in accounts of the Federal programs (§200.302 (b)(1))
3. Comparison of expenditures with budget amounts for each Federal award (§200.302 (b)(5))
4. Indirect Cost Rate or de minimis rate is allowable & properly allocated (§200.414)

**Cash Advances:**

5. Written procedures for timeliness of payments (§200.302 (b)(6))
6. Timely & appropriate administration of cash advances (§200.305 (b))
7. Reimbursement of interest income in excess of $500 (§200.305 (b)(9))
### Compliance Review Continued

#### D. Procurement

**Written procedures include**

1. Non-federal entity must use its own documented procurement procedures which reflect the applicable State, local, and Federal regulations ([§200.318 (a)]).
   - Accepted: Yes
   - Questioned: No

2. Procedures for procurement transactions with description of all requirements ([§200.319 (c)]).
   - Accepted: Yes
   - Questioned: No

3. Written procedures for determining the allowability of costs ([§200.302 (b) (7)]).
   - Accepted: Yes
   - Questioned: No

4. Standards of conduct covering conflicts of interest ([§200.318 (c)(1)]).
   - Accepted: No
   - Questioned: No

**Documentation supports**

1. All procurement transactions provided full and open competition ([§200.319 (a)]).
   - Accepted: No
   - Questioned: No

2. No statutorily or administratively imposed state or local geographical preferences ([2 CFR §200.319 (b)]).
   - Accepted: No
   - Questioned: No

3. Affirmative steps for businesses: minority, women, & labor surplus ([§200.321]).
   - Accepted: No
   - Questioned: No

4. Records sufficient to detail the history of procurement ([§200.318 (l)]).
   - Accepted: No
   - Questioned: No

#### E. Expense Review

**Equipment**

1. Equipment threshold Organization $5,000 Federal $5,000 ([§200.33]).
   - Accepted: No
   - Questioned: No

2. Special purpose equipment of $5,000 or more requires preapproval ([§200.439]).
   - Accepted: No
   - Questioned: No

3. Property Record on file ([§200.313 (d)(1)]).
   - Accepted: No
   - Questioned: No

4. A physical inventory of the property must be taken and reconciled to property records every two years ([§200.313 (d)(2)]).
   - Accepted: No
   - Questioned: No

5. Maintenance procedures must be in place to keep the property in good condition ([§200.313 (d)(4)]).
   - Accepted: No
   - Questioned: No

**Personnel**

1. Activity Reporting - Encompass federally assisted and all other activities ([§200.430 (j)(1)(iv)]).
   - Accepted: No
   - Questioned: No

2. fringe Benefits - Accurate and documented reporting of fringe benefits ([§200.431 (a)]).
   - Accepted: No
   - Questioned: No

**Additional Expenses**

1. Supplies with a residual Inventory value of $5,000 or greater in conformance with ([§200.314]).
   - Accepted: No
   - Questioned: No

2. Travel Costs in compliance with ([§200.474]).
   - Accepted: No
   - Questioned: No

3. Pre-Award Costs in compliance with ([§200.458]).
   - Accepted: No
   - Questioned: No

4. Entertainment or personal use expenses in compliance with ([§200.438 & §200.445]).
   - Accepted: No
   - Questioned: No

5. Meeting and conference expenses in compliance with ([§200.432]).
   - Accepted: No
   - Questioned: No

#### F. Other Special Conditions:
# Summary of Questioned Compliance

<table>
<thead>
<tr>
<th>Section #</th>
<th>Question #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>3</td>
<td>Reimbursement request not received monthly.</td>
</tr>
</tbody>
</table>

## Corrective Action Response

**Required** (x)  
**Not Required** ( )

*Include: name of person responsible for plan, actions they will take to correct questioned compliances, and anticipated completion date*

*Non-compliance of terms of grant agreements ([2 CFR § 200.338](#), see below)*

Response due in 45 days on **2/24/2020**  
If applicable, Please Remit ([§ 200.410](#)) **$**

## Additional Information

Reimbursement not requested monthly. Payroll expenses accrued for multiple months before Financial Reimbursement Request forms were sent.

## Financial Monitoring Reviewer Information

**Completed by**: Jordan Black-Deegan  
**Date**: 11/5/2019  
**Title**: Audit Analyst  
**Signature**: [Signature Image]
§200.338 Remedies for noncompliance

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
(c) Wholly or partly suspend or terminate the Federal award.
(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
(e) Withhold further Federal awards for the project or program.
(f) Take other remedies that may be legally available.

Vermont Department of Public Safety Restricted Parties List

The Vermont Department of Public Safety will add subrecipients to the department's Restricted Parties List for noncompliance with the grant agreement. If this report identified "Questioned" areas of compliance, DPS would need a corrective action response by the deadline to avoid adding the subrecipient to the Restricted Parties List. Subrecipients that are placed on the list will not receive future awards and payments until the delinquency is corrected.
Recommendations for Best Practice

Grant Management Policy for state & federal funding to include:

1. Report any findings of discrimination from a court/administrative agency in the last 3 years to the state or federal funding agency (2 CFR § 200.113)
2. Fully disclose in writing any conflicts of interest or potential conflicts of interest (State Grant Agreement Attachment C, 24.)
3. Maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts (2 CFR § 200.318 (c) (1))
4. Ensure that all required pre-approvals and changes to awards are in compliance with the State Grant Agreement
5. Maintain a copy of the State Grant Agreement and review all requirements with financial personnel
6. Supplement and not supplant (replace) (Grant Agreement Attachment D)
7. No contracting with suspended or debarred parties (2 CFR §200.213)
8. Accurate determination will be made for subrecipient versus a contractor (2 CFR § 200.330)
10. Ensure that contractors perform in accordance with their contracts (2 CFR §200.318 (b))
11. No subcontracting or subawarding without written approval from the State (State Grant Agreement Attachment C, 19.)
12. No purchase of unnecessary or duplicative items (2 CFR §200.318 (d))
13. Maintaining purchasing records (2 CFR §200.318 (j))
14. Maintain written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles & conditions of the Federal award (2 CFR § 200.302 (b) (7))
15. All procurement transactions provide full and open competition (2 CFR § 200.319)
16. Take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible (2 CFR §200.321)
17. Prohibit statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference (2 CFR § 200.319 (b))
18. Maintain written procurement procedures for procurement transactions with a description of all requirements (2 CFR § 200.319 (c))
19. Follow own organization’s documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in this section ( 2 CFR § 200.318)
20. Prohibit the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. (2 CFR §200.319 (b))
21. Procurement by noncompetitive proposals will be made in accordance with 2 CFR §200.320 (f))
22. Maintain records which adequately identify the source of funds (& 2 CFR §200.302 (b)(3))
23. Maintain accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the reporting requirements set forth in
(2 CFR §200.302 (b)(2))

24. Maintain and make available for audit all records pertaining to the performance of the agreement for three years following the close out, or longer if under review (State Grant Agreement Attachment C 13. & (2 CFR § 200.333)

25. Standards for documentation of personnel expenses charged to Federal awards for salaries and wages must be based on records that accurately reflect the work performed (2 CFR §200.430 (i))

26. Will have a single audit performed for expenditures in federal awards of $750,000 or more within a given fiscal year must have a single or program-specific audit conducted for that year (2 CFR § 200.501)

Grant Equipment/Inventory Maintenance Policy to include:
1. Property Records that report the following (2 CFR §200.313 (d) (1))
   - Description of property
   - Serial number or other identification number
   - Source of property
   - Acquisition date
   - Percent of federal participation
   - Location of property
   - Use and condition of property
   - Who holds title
   - The cost of the property
   - Any disposition data including method to determine fair market disposal
   - The disposal date if any

2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years (§ 200.313 (2)).

3. Safeguarding assets & assuring their use for the intended program (2 CFR §200.313 (d)(3))

The non-Federal entity must (2 CFR § 200.303):
(a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in:
   "Standards for Internal Control in the Federal Government" (Green Book)
   "Internal Control Framework" issued by the Committee on Sponsoring Organizations (COSO)
   Also see: Appendix XI, Compliance Supplement - Part 6 Internal Control
(b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
(c) Evaluate and monitor the non-Federal entity’s compliance with statutes, regulations and the terms and conditions of Federal awards.
(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
(e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
1/20/2020

Central Vermont Regional Planning Commission
29 Main Street, Suite 4
Montpelier, VT 05602

Bonnie,

After a great deal of reflection and consideration I have decided that it would be best to end my contract as it currently stands on June 30, 2020.

I am very proud to have been part of the last couple of years in which financial protocols have become more efficient and accurate. However with the increasing demands of administering grants and other financial requirements it is of my opinion Central Vermont Regional Planning Commission may be better served by someone who has more flexibility in time and can provide the additional hours that I believe are needed.

I plan to continue to work hard and manage the duties under my current contract year ending June 30, 2020 and to also provide the training of a replacement. I would be happy to assist in audit preparation and fiscal year end work as necessary subsequent to June 30th.

Respectfully Submitted,

Nicole Sancibrian

Nicole Sancibrian
CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT MINUTES
January 6, 2020

Present:
☒ Julie Potter  ☒ Laura Hill-Eubanks  ☒ Michael Gray
☒ Dara Torre  ☒ Steve Lotspeich  ☒ Janet Shatney
☒ Gerry D’Amico

Staff: Bonnie Waninger, Nancy Chartrand, Pam DeAndrea
Guests: Stewart Clark, Clean Water Advisory Committee; Amy Hornblas, Clean Water Advisory Committee Chair

Call To Order
Chair Hill-Eubanks called the meeting to order at 4:05 pm. Quorum was present to conduct business.

Adjustments To The Agenda
The Committee agreed to move the bylaws discussion ahead in the agenda to allow Amy Hornblas time to arrive.

Public Comments
Stewart Clark of the Worcester Planning Commission introduced himself as a member of Clean Water Advisory Committee.

Financial Report
The Committee discussed the number of Aging Receivables, the overall slowing of State reimbursement, and the impact of the billing process based on the type of grant/project, i.e. task or product-based contracts and the approval process for LEPC invoices. Grant estimates versus final costs on the Northfield Water Street project were clarified.

A request will be made to have the contracted accountant add columns to the receivables report indicating if an invoice has been sent and if payment has been received.

J. Potter moved to accept the unaudited October 31, 2019 financial report; S. Lotspeich seconded. Motion carried.

Strategic Plan
Waninger provided an overview of the status of work projects. It was noted that the Regional Plan Committee recommends removing the housing distribution plan from the current Regional Plan and making technical corrections in the land use element for Montpelier’s Growth Center Designation.
Bylaw Transition Actions
The newly adopted bylaws change the Secretary and Treasurer position to a joint Secretary/Treasurer position and change the make-up of the Executive Committee to 3 officers and 4 at large seats. The Bylaws also outline the Nominating Committee to be appointed at the January Board meeting.

Discussion ensued on whether CVRPC should move immediately to a Secretary/Treasurer or wait until next election of officers. It was suggested the Committee could address the Secretary/Treasurer position now with one member holding the Secretary/Treasurer position and one becoming an at-large member. M. Gray advised that he was happy to become an at-large member.

J. Potter moved that the Executive Committee recommend to the Board that D. Torre assume the responsibilities of Secretary/Treasurer and M. Gray assume the responsibilities of an at-large member of the Executive Committee; S. Lotspeich seconded; a friendly amendment was suggested to add “in order to comply with the recently amended bylaws” at the beginning of the motion; Potter and Gray accepted the amendment. Motion carried.

The role of the Nominating Committee is to recommend a slate of officers for Executive Committee and to recommend make up of all committees that Board elects. Discussion ensued as to how nominating committees have historically been established and whether it would be appropriate for two Executive Committee members to split the role. J. Shatney volunteered to Chair the Nominating Committee; M. Gray volunteered to support her in that role. J. Potter suggested Lee Cattaneo as a potential committee member. It was agreed that recommendation would be made to the Board at the February meeting for a slate for Nominating Committee membership.

Potter requested staff review CVRPC’s other policy documents in regards to impacts from the new bylaws and identify which documents need updating.

Clean Water Advisory Committee
Hill Eubanks welcomed Amy Hornblas, Chair of the Clean Water Advisory Committee (CWAC) and Stewart Clark, CWAC member from Worcester.

Hornblas advised that the CWAC was requesting approval to bring to the full board a letter to the Agency of Natural Resources (ANR) which outlines CWAC concerns related to the Winooski Tactical Basin Plan. Hornblas noted that there was an oversight in the letter omitting to make note that it was no fault of the people who wrote the plan; recognizing that ANR is following what the EPA has requested them to do. She noted that CWAC feels that there was a laser focus on phosphorus while ignoring other issues, which is not going to result in cleaner water. The letter in the packet is what CWAC members were important items to bring to ANR’s attention. Comments were originally sent to ANR during the planning processes; however, CWAC was not satisfied that the comments were addressed in the final plan. It was confirmed the letter in the packet is an opinion letter, and CWAC is asking the Executive
Committee to pass the letter on to the Commission. CWAC is requesting Board approval to send the letter to ANR.

Extensive discussion ensued regarding chemical fertilizers, the sectors that contribute to phosphorus loading, required agricultural practices, forest cutting. Noted was that greater funding is needed where phosphorus loading is greatest and there should be a reallocation of funding to coincide with loading.

A question was raised as to whether other RPC CWACs were raising similar concerns. DeAndrea said during the basin plan review process some items outlined in the letter were being raised. She noted ANR can either act on concerns during the planning process or not. She was not aware of other RPC’s following up post plan publication.

The Committee discuss whether the comments would have had more weight if wrapped together and presented through VAPDA. There was discussion whether the Commission needed to support the letter before CWAC goes to other commissions or whether CWAC could approach other RPCs before obtaining Commission endorsement of the comments. Since the comments are in a policy arena, the Commission should endorse the letter before it goes to other RPC’s. Waninger noted it may be difficult to get consensus on all the CWAC’s points from VAPDA.

CWAC members confirmed their ultimate goal would be to attach the letter to the current Winooski River Basin Plan so it would be noted that questions about the content have been raised. It was noted that the Basin Plan would need to be amended to attach, which may not be an easy task to accomplish.

Additional discussion ensued regarding the participation of the Committee’s non-profit organization members as some of that participation appears to have scaled back. DeAndrea said one organization had noted the focus on glyphosate was not their mission. Clark responded that he doesn’t believe that the watersheds group have withdrawn because of work on the letter. He stated people started fading away before the start of letter development. Hornblas noted that CWAC has been working on maintaining outside organization participation.

Additional discussion ensued regarding stakeholder engagement and education being needed to not discourage participation. People are spending a lot of time researching important subjects – understanding what ultimate outcomes might be. Also discussed was funding and how municipalities may be impacted if funding was directed to agriculture versus roads.

Hornblas advised that CWAC doesn’t expect the Commission to understand every line of the letter, but wants faith in the Committee to allow them to comment that they did not endorse the basin plan.

There was consensus to move the letter forward to the Board. The Executive Committee requested changes be made:

- “Clean Water Advisory Council” to “Clean Water Advisory Committee” and
- identifying municipal versus RPC CWAC members in the signature line.
It was also suggested to add a request that ANR address the concerns in the next planning cycle (five years).

Hornblas noted she will take these comments back to the Committee at its 1/9/20 meeting. Some discussion ensued regarding whether or not a clean water expert should attend the meeting. No consensus was reached.

Hill-Eubanks inquired whether Hornblas felt CWAC would be ready to present at the January Boad meeting. Hornblas confirmed they were. Potter noted there should be a transmittal memorandum to explain why the letter is on the agenda. The meeting discussion will have a hard stop on the discussion for either a motion or continuance to another meeting. Clarification was requested by Waninger of CWAC as to what the desired outcome of the agenda item should be. It was clarified this was a motion to authorize the CWAC send the letter to the ANR on behalf of the Commission. Waninger advised the revised letter could go out as a supplement to the packet following the CWAC’s 1/9 meeting.

Clean Water Service Provider Request For Proposals

Waninger said the final RFP is expected to be issued in late January. She requested guidance from the Committee before moving forward. Discussion ensued about how a potential contract would be funded recognizing the recent slowing of ANR invoice reimbursement. Additional discussion ensued regarding some of the expectations outlined in the draft RFP. Waninger noted start up grants may be available for designated providers. Currently, we do not know what total staffing would be needed if an award were made as the final award level would affect this.

It was discussed that after a proposal is submitted, a contract would be necessary if CVRPC were designated as a provider. The Committee discussed advantages and disadvantages of becoming a provider.

J. Potter moved that the Executive Committee supports having staff develop a proposal to act as a Clean Water Service Provider for the Winooski River Basin; M. Gray seconded. Motion carried.

Appoint Personnel Policy Review Workgroup

Potter advised she is willing to take on the workgroup and possibly chair it. She clarified it is up to the Executive Committee to appoint members to the workgroup.

D. Torre moved to appoint Julie Potter as Chair of the Personnel Policy workgroup; M. Gray seconded. Motion carried.

Annual Evaluation Form

The Committee discussed the new template. Specific areas of discussion included maintaining a 360 evaluation style and appropriate areas to document any performance issues and project completion.
The Committee concurred that it would be best to proceed with the new template and review it next year.

An evaluation schedule was also discussed. Nancy will send out a schedule to the Committee.

**Consent Items**

*G. D’Amico moved to approve consent items; D. Torre seconded. Motion carried.*

**Commission Meeting Agenda**

Waninger advised she has invited Dan Currier to the Board meeting for a send-off. It was suggested the Board honor his service through a Certificate of Appreciation or Resolution. This would mean a 6:00 pm start-time be added to the agenda. Other changes discussed related to creating additional time for discussion of the CWAC letter, including moving minutes and reports to later and shortening time for CVEDC based on its past reports.

*J. Potter moved to approve the Commission agenda for February 3, 2020 with time changes discussed; J. Shatney seconded. Motion carried.*

**Adjourn**

*D. Torre moved to adjourn at 6:55 pm; M. Gray seconded. Motion carried.*

Respectfully submitted,

Nancy Chartrand
Office Manager
Executive Director’s Report
January 29, 2020

Early Childhood Education in Vermont

Building Bright Futures recently released its 2019 How are Vermont’s Young and Families Report. The report is a data-driven assessment of the state of young child and family well-being in Vermont. It notes progress on selected indicators and outcomes for the early care, health, and education system, and recommendations on how best to improve child and family well-being. The Report is available online at through the Building Bright Futures website.

The Report offers regional snapshots of the data. While the number of children under age 9 living in poverty decreased by 7% statewide since 2012, it increased by 36% in Central Vermont. This dramatic decline for Central Vermont is one reason that the Barre Region Working Communities Challenge team chose its focus of increasing and stabilizing employment for single women with children by providing supports to both the employee and the employer. CVRPC acted as a neutral facilitator for the multi-sector Working Communities team as it developed its focus.

Why should municipalities read the report? The report contains information that can assist municipalities to address VT’s childcare goal - To ensure the availability of safe and affordable child care and to integrate child care issues into the planning process, including child care financing, infrastructure, business assistance for child care providers, and child care work force development [24 V.S.A. § 4302(b)(13)]. The report suggests that strategies to increase family economic well-being and to insure healthy childhood development should be priorities for Vermont.

Municipalities are welcome to contact CVRPC staff (Clare Rock & Zach Maia) regarding ideas to address the goal. For 2020, CVRPC’s workplan includes:

- building an “idea guide” for municipal and regional actions,
- partnering with other regional entities on a childcare access analysis, and
- hosting roundtables and making presentations to encourage conversation and increase action.

Towards that end, we’re recently met with Let’s Grow Kids to discuss a regional analysis of child care needs. Let’s Grow staff expressed enthusiasm for the analysis and idea guide and offered to partner with CVRPC on development of both.

If you are interested in scheduling a presentation/discussion for your community, please contact Clare Rock at rock@cvregion.com.

The mission of the Central Vermont Regional Planning Commission is to assist member municipalities in providing effective local government and to work cooperatively with them to address regional issues.
BOARD OF COMMISSIONERS
February 11, 2020 at 6:30 pm
Central VT Chamber of Commerce Conference Room, 963 Paine Turnpike North, Berlin

6:15 pm – Social and pizza

Page Time AGENDA
6:30  Adjustments to the Agenda
  Public Comments
6:35  Draft Basin 14 Tactical Basin Plan, Danielle Owczarski, VT Department of Environmental Conservation (enclosed)
  Basin includes the lands in Orange and Washington.
7:15  Commission Appointments (enclosed)
  Appoint Nominating Committee
7:25  Central Vermont Regional Plan Amendment, Clare Rock (enclosed)
  Review proposed plan amendments and set public hearing date.
7:45  Meeting Minutes – January 14, 2020 (enclosed)
7:50  Reports (enclosed)
  Staff, Executive Director, Legislative, and Committee Reports
8:00  Adjournment

Next Meeting: March 10, 2020

1 Times are approximate unless otherwise advertised.
2 Anticipated action item.