



## EXECUTIVE COMMITTEE

April 6, 2020

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

### *Remote Participation via GoToMeetings:*

Via computer, tablet or smartphone: <https://global.gotomeeting.com/join/883779605>

Via telephone: Dial (786) 535-3211; Access Code: (786) 535-3211

Or for supported devices, telephone: +17865353211,,883779605#

### Page AGENDA

- 4:00<sup>1</sup> Adjustments to the Agenda**  
**Public Comment**
- 3    **4:05 Contract/Agreement Authorization** (enclosed)<sup>2</sup>
- 6        a) Southern Windsor County RPC – DIBG Berlin Town Office & Garage  
             Stormwater Implementation  
             b) **FIRM** - Accounting Services
- 18    **4:15 Transportation Project Prioritization** (enclosed)<sup>2</sup>  
             Prioritize State Capitol Program projects and Town Highway Bridge  
             Pre-Candidates and State paving projects
- 4:30 COVID-19 Response** (enclosed)<sup>2</sup>
- a) Executive Director update
- b) Adopt new or modified policies to address office closure.
- Personnel Policy Manual modifications  
                  – Implement temporary leave donation program
- 22            • Internal Controls updates
- 30    **4:50 Clean Water Service Provider Proposal** (enclosed)<sup>2</sup>  
             Review draft initial proposal. Authorize staff to submit a final  
             proposal.

<sup>1</sup> All times are approximate unless otherwise advertised

78    **5:45    Consent Items** (enclosed)<sup>2</sup>

a) Meeting Minutes – March 2, March 10, and March 30, 2020

**5:50    Board of Commissioners**

April meeting cancelled. Discuss May meeting – Basin 14 Plan.

**6:00    Executive Session**

1 V.S.A. § 313(a)(3), Personnel

*Note: This portion of the meeting will utilize separate conference call information to maintain confidentiality for the Executive Session.*

*After the Session, the Committee will return to the previous public meeting session to make any decisions and to close the meeting.*

**6:30    Adjourn****Next Meeting: May 4, 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](mailto:chartrand@cvregion.com) at least 3 business days prior to the meeting for which services are requested.

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<sup>2</sup> Anticipated action item



## MEMO

Date: March 31, 2020  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Contract/Agreement Approvals

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### GRANTS & SERVICE AGREEMENTS

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

#### Southern Windsor County Regional Planning Commission – Design/Implementation Block Grant, Berlin Town Office & Garage Stormwater Implementation

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

##### **Scope of Work:**

- Construct a gravel wetland with a forebay to remove excess sediment and a series of flow-through cells that maximize the flow path of water in the gravel wetland through the usage of berms, baffles, and islands, and
- Install a filter strip and vegetated buffer along the northwest edge of the site to reduce runoff velocity, allow sediment to settle from the water, and allow for plant absorption as runoff moves through the vegetated area.

##### **Funding:**

Grant Amount: \$68,116 (state funds)  
Match Amount: \$980 (town cash and in-kind)

**Performance Period:** 01/06/2020 – 12/01/2021

**Staff:** Grace Vinson (primary), Pam DeAndrea, Bonnie Waninger

**Notes:** None

**CONTRACTS**

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

**XXX – Accounting Services**

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the contract.

**Scope of Work:** Provide accounting services from April 15, 2020 through July 31, 2021 with the possibility of extension through October 21, 2023. Services include:

- provide accounting services,
- prepare for and participate in annual audit, and
- other services as requested by CVRPC. Ex. advising on internal controls, providing input into documentation of administrative procedures, assist in hiring and train financial staff, and insure the financial system is operating as intended if operated by CVRPC staff.

**Funding:**

Contract Amount: \$XXX , and up to \$262,000 (if 3-year term)

**Performance Period:** 04/15/2020 – 07/31/2021, and through October 31, 2023 as desired by CVRPC

**Staff:** Bonnie Waninger

**Note:** 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)

**AGREEMENTS**

None.

**CONTRACTS**

None.

**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 Woodbury – Woodbury Stormwater Final Designs MOA**

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

**Match Commitment:** \$5,958

**Intended Match:** Cash and In-kind service of volunteers and Town staff

**Performance Period:** 01/06/2020 – 12/01/2021

**Staff:** Grace Vinson (primary), Pam DeAndrea, Bonnie Waninger

**Note:** The MOA covers match the Town will provide towards final designs for four stormwater sites. Two designs are funded through CVRPC's agreement with the Southern Windsor County Regional Planning Commission, and two are funded through CVRPC's agreement with the VT Department of Environmental Conservation.

**SOUTHERN WINDSOR COUNTY REGIONAL PLANNING COMMISSION  
2019 CLEAN WATER DESIGN/IMPLEMENTATION BLOCK GRANT (DIBG)**

**SUB-GRANT AGREEMENT #CVRPC-2019DIBG-02**

Project Name: Berlin Town Office & Garage Stormwater Implementation

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 January 6, 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 by November 1, 2021 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 F.
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](mailto:tkennedy@swcrpc.org)  
Phone: (802) 674-9201
- SUB-GRANTEE:
- CVRPC: Bonnie Waninger/Executive Director    Email: [waninger@cvregion.com](mailto:waninger@cvregion.com)  
Phone: (802) 229-0389
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 – Project Specific 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: Bonnie Waninger

Title: Executive Director

Title: Executive Director

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 application for the 2019 SWCRPC Design/Implementation Block Grant program for a project entitled Berlin Town Office & Garage Stormwater Implementation identified in the VT DEC Watershed Projects Database as # 5643. The above referenced application is herein adopted by reference.

**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. Obtain Approval to Subcontract with all partners, vendors and contractors associated with this grant from DEC prior to subcontractor starting work. SUB-GRANTEE must use the *'Department of Environmental Conservation Request for Approval to Subgrant/Subcontract'* form to be provided.
- e. Provide procurement and oversight assistance for construction projects, 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 for construction projects;
  - 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.
- f. Provide reporting and invoice assistance to project partners, if applicable, to include:

- i. Documentation of project costs;
  - ii. Invoice submission (per ATTACHMENT B) and payment disbursement to project partners, if applicable; and
  - iii. Compilation of financial documentation for reporting requirements and review for accuracy and completeness.
- 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 **November 1, 2021** and all Deliverables and final invoicing to be submitted no later than **December 1, 2021** to be eligible for reimbursement, unless this agreement is amended for an extension.
- i. Submit Completed Deliverables and Work Products in ATTACHMENT F, in a timely manner following Milestones. Deliverables completed must accompany SUBGRANTEE's invoicing for timely reimbursement of costs.
- j. Submit Interim Progress Reports as Outlined in ATTACHMENT F using template to be provided.

**All Invoice Requests, Reporting documents, and correspondence  
are to be sent via email to [cwbg@swcrpc.org](mailto: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 deliverables and accurate 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/vendor 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 along with or prior to request for reimbursement of related project 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-02

Sub-Grantee: CVRPCProject Name: Berlin Town Office & Garage Stormwater Implementation

Budget Category (\$)	Project Budget Amount*	Funding Amount Requested	Total Match Provided
1 – Program Delivery Costs**	\$6,166	\$6,166	
2 – Project Implementation			
2a - Project Costs for Design and/or Implementation (MS4 – match 50%)			
2b - Project Costs for Design and/or Implementation (non – MS4)	\$62,930	\$61,950	\$980
<b>Total</b>	<b>\$69,096</b>	<b>\$68,116</b>	<b>\$0</b>

\* This is a maximum budget amount unless agreement is amended for budget revisions. As this is in the small project category reimbursement may be a \$0.01 less than maximum.

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

Estimated Project Completion Date is anticipated by: \_\_\_\_\_

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## ATTACHMENT C STANDARD STATE PROVISIONS FOR SUBCONTRACTS AND SUBGRANTS

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.

(End of Standard Provisions)

## Attachment D

### Other Grant Agreement Provisions (where applicable)

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>
4. **Ecosystem Restoration Design Terminology and Guidance Document:** If your project is considered to be a design project please use the Ecosystem Restoration Design Terminology and Guidance Document (available at: <http://dec.vermont.gov/sites/dec/files/documents/ERPDesignTerminologyandGuidance.pdf>) as a reference for definitions of design completion levels and expected deliverables.
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.
7. Acceptable Management Practices (AMPs) for Maintaining Water Quality on Logging Jobs in Vermont available at: <https://fpr.vermont.gov/forest/managing-your-woodlands/acceptable-management-practices>.
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

## Attachment F

### Project Reporting, Project Standards, Milestones, Deliverables and Performance Measures\*

**Project Name/Subgrant #: Berlin Town Office & Garage Stormwater Implementation / CVRPC-2019DIBG-02**

**Project Sector/Type/Phase: Stormwater/Implementation**

#### 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.

Interim Report	Due Date
Interim Progress Report 1	March 15, 2020
Interim Progress Report 2	June 15, 2020
Interim Progress Report 3	September 15, 2020
Interim Progress Report 4	January 15, 2021
Interim Progress Report 5	April 15, 2021
Interim Progress Report 6	August 15, 2021
Interim Progress Report 7	November 15, 2021

#### Required Project Standards:

1. Must follow the 2017 stormwater manual for more technical aspects and guidance for design.
2. For final design & construction projects in the Lake Champlain or Lake Memphremagog watersheds calculate the nutrient reduction by using the on-line Stormwater Treatment Practice calculator. Phosphorus reductions are not needed for projects outside these basins. All projects should either provide treatment of the Water Quality Volume (1 inch, 24-hour storm), or if that is not possible due to site constraints, they must maximize treatment of runoff to the extent practicable).
3. For jurisdictional projects, ensure compliance with permits.

#### Technical Support Contact Information:

1. Hank Ainley, 802-490-6119, [david.ainley@vermont.gov](mailto:david.ainley@vermont.gov).
2. Helen Carr, 802-490-6170, [helen.carr@vermont.gov](mailto:helen.carr@vermont.gov).
3. Jim Pease, 802-490-6116, [jim.pease@vermont.gov](mailto:jim.pease@vermont.gov).

Attachment F (continued on next page)

**Milestones, Deliverables and Performance Measures:**

Sector	Project Type & Phase	Project Type Definition	Required Performance Measures	Required Milestones	Required Deliverables (documentation of milestones)
Stormwater	Implementation	Implementation 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. Permit(s) and operation and maintenance plan agreement(s) are in place prior to construction.	Acres of impervious surface treated and/or acres of impervious area removed (if applicable)	1. Project initiated; RFP issued (if applicable). 2. Contractor selected (if applicable). 3. Permit documentation (if applicable). 4. Implementation update(s); BMP(s) implemented. 5. O&M plan created and signed. 6. Project complete.	1. Copy of RFP (if applicable); photo(s) of site(s) pre-implementation. 2. Signed executed contract; statement of reasoning for contractor selection (if applicable). 3. Permit documentation (if applicable). 4. Interim report - includes summary of work to date, percent progress, construction photo(s). 5. Signed 10-year minimum O&M plan agreement. 6. Final Performance Report, BMP reporting (one report template for each BMP indicate BMP status as constructed); press release with distribution documentation; post-implementation photo(s).

\*Deliverables and Performance Measures per [DEC Design Implementation Block Grant Project Table](#)

Below apply to design projects:

**\*\* Check-Ins:** Grantee must check in with the DEC Regional River Scientist and obtain approval prior to each phase of a project: project initiation, scope of work development, 30% design, and 100% design phases. Check-ins must include submittal of project concepts/plans to date and discussion of project objectives and potential constraints. Grantee must check in with the DEC Rivers Program to identify and obtain applicable floodplain, river corridor, or stream alteration permits. Any previously stated conditions must be addressed. (see attached review forms, if applicable)

**\*\*\*Water Quality Benefits:** Please describe the water quality benefits of the project in the design report. If possible, please quantify or estimate nutrient (phosphorus and/or nitrogen) and sediment pollution reduction potential expected to result from the project, as well as, any co-benefits including AOP, aquatic and riparian habitat, other pollution reduction, and mitigation of flooding. Include any metrics you are able.



## MEMO

Date: April 1, 2020  
 To: Executive Committee  
 From: Ashley Andrews, GIS Planner  
 Re: Transportation Project Prioritization

**✕ ACTION REQUESTED:** Approve the prioritized VTrans SFY 22 Capital Program Project list and the Town Highway Bridge Pre-Candidate list ranking and authorize its submission to VTrans as CVRPC's regional project priority list.

At its February and March meetings, the CVRPC Transportation Advisory Committee (TAC) reviewed and ranked projects on the Vermont Agency of Transportation (VTrans) list of SFY22 Capital Program projects and Town Highway Bridge Pre-Candidate list. A quorum of members was not present at either meeting, and official action could not be taken. TAC members present reached consensus on the following priorities and request the Executive Committee endorse those priorities as CVRPC's regional project priority list:

### Capital Program Projects

CVRPC Ranking	PIN	Reporting Format	Project Name	Project Number
<b>Paving</b>				
1	16V113	Front Of Book	PLAINFIELD-DANVILLE	NH PS19(1)
<b>Roadway</b>				
1	17D035	Front Of Book	WATERBURY	STP 0284(31)
2	78D348	Front Of Book	CABOT-DANVILLE	FEGC F 028-3(26)C/3
3	83D106	Front Of Book	BARRE CITY-BARRE TOWN	MEGC M 6000(11)
4	17D045	Front Of Book	ROXBURY	STP SCRP(26)
<b>State Highway Bridges</b>				
1	13B254	Front Of Book	BERLIN	BF 026-1(43)
2	12B144	Front Of Book	CALAIS	BHF 037-2(10)
3	12B146	Front Of Book	CALAIS	BHF 037-2(11)
4	12B148	Front Of Book	CALAIS	BHF 037-2(12)
5	12C602	D & E	WATERBURY	BF 0284(33)

CVRPC Ranking	PIN	Reporting Format	Project Name	Project Number
6	86E053	D & E	WORCESTER	BF 0241(59)
7	12C576	D & E	BARRE TOWN	BF 0169(12)
<b>Town Highway Bridge</b>				
1	18J008	Front Of Book	MONTPELIER	NH DECK(48)
2	19J223	D & E	NORTHFIELD	BF 0241(58)
3	93J040	D & E	WATERBURY	BO 1446(40)
4	12J612	Candidate	CABOT	BF 0249( )
<b>Traffic &amp; Safety</b>				
1	99D128	Front Of Book	BARRE TOWN	HES STPG 6100(6)
2	14T184	Front Of Book	PLAINFIELD	NH 028-3(41)
3	04D196	Front Of Book	BARRE CITY	HES 037-1(8)

### Town Highway Bridge Pre-Candidates

CVRPC Ranking	Town Name	Road Name	Bridge Number	Bridge Type	CVRPC Notes
1	Montpelier	State Street	0B2-1	CONC ENCASED RIV GIR	Bridge ranking has moved from 46 to 57. Montpelier is still working hard at maintaining this bridge and has made all the temporary fixes they can. The only option left is a replacement or full rehabilitation.
2	Montpelier	Granite Street	00017	STEEL THRU TRUSS	No rank last year but now 22. VTrans reports the bridge is in fair condition with corrosion to superstructure that will need replacement in the future. Membrane should be installed on top of deck along with new asphalt to prevent further leakage.
3	Duxbury	Camels Hump Rd	00037	ROLLED BEAM	Did not rank last year, but 151 now. VTrans reports the bridge overall in satisfactory condition.
4	Montpelier	Grout Rd	00015	RLD BM W TIMBER DK	Bridge ranking has moved from 80 to 59. VTrans reports the bridge is in need of full replacement or major rehab.
5	Moretown	Moretown Mtn Rd	00021	ROLLED BEAM	Bridge ranking has moved from 67 to 42. It is undersized and has scour under the bridge abutments. It is a priority for the town in the next 3-5 years for repair and/or replacement
6	Marshfield	Onion River Rd	00027	ROLLED BEAM	Bridge ranking has not changed 80. VTrans reports bridge is in fair condition but due to deck deterioration recommends full deck or superstructure replacement

CVRPC Ranking	Town Name	Road Name	Bridge Number	Bridge Type	CVRPC Notes
7	Northfield	Stony Brook Rd	00047	ROLLED BEAM	Bridge ranking has moved from 70 to 123. It is in fair condition. VTrans notes the structure will need rehab or replacement in the near future.
8	Northfield	Rabbit Hollow Rd	00065	STEEL PONY TRUSS	Bridge ranking has moved from 74 to 127. Bridge is owned by Rail Road
9	Fayston	N Fayston Rd	00006	CONCRETE T-BEAM	Bridge ranking has moved from 63 to 114. VTrans notes the structure will need major rehab or replacement in the very near future
10	Waitsfield	East Rd	00021	ROLLED BM W/TIMB DK	Did not rank last year, but 108 now. VTrans reports the bridge superstructure is in very good condition but that the deck should be replaced in the new future.

## BACKGROUND

### What is Project Prioritization, and How does it Work?

The Central Vermont Regional Planning Commission TAC has been evaluating and prioritizing transportation projects in the Region for more than 20 years. The intent of the evaluation process is to determine how well projects correspond with the priorities established in the Regional Transportation Plan. The TAC prioritize a list of projects provided by VTrans. This annual “Project Prioritization” process is carried out between January and March each year. The type of projects prioritized include paving, bridge (Town and State), roadway, safety & traffic operations (intersection design), park & ride, and bicycle/pedestrian.

The State’s ranking process is based on engineering factors such as sufficiency ratings, vehicle per mile impacts, cost-benefit ratios, and project development momentum. These are the types of technical data one would expect a transportation agency to consider when ranking projects. VTrans’ factors constitute 80% of the total ranking process.

Regional Planning Commissions (RPCs) are asked to rank projects based on non-engineering factors. RPC prioritization was born from the idea that not all public policies and priorities could be captured by engineering factors, and that there is a greater community context beyond that road, bridge, or park-and-ride. The RPC factors contribute 20% to the ranking process.



**Capital Program Projects**

For VTrans to spend funds on a project, it must be listed in the State's Transportation Capital Program. VTrans submits a Capital Program to the legislature each year. The legislature must approve the list for projects to advance. The Capital Program categorizes projects according to the following status:

*Candidate* – A project is placed on the Candidate list after it has completed the planning process and has been accepted by CVRPC and passed onto VTrans.

*Development & Evaluation (D&E)* – A project moves from the Candidate list to the Development & Evaluation list if preliminary plans are expected within 12 to 24 months.

*Front-of-the-Book (FOB)* – Front-of-the-Book projects are part of VTrans four-year program. A project moves from the Development & Evaluation list to Front-of-the-Book when it has completed preliminary plan development.

**Town Highway Bridge Pre-Candidates**

State assistance is provided to towns for major rehabilitation or reconstruction of bridges with a span of six feet or more on Class 1, 2 or 3 town highways. Projects may extend the life of an existing structure or major component, or provide for the reconstruction or replacement of a structure or the elimination of a bridge by construction of alternate access.

VTrans inspects all bridges of 20-foot span or longer, both on the federal-aid system and those town highways not on the federal-aid system, at least once every two years. Inspection reports are sent to municipalities. Structures less than 20 feet but equal to or greater than 6 feet are considered "short structures" and are neither inspected nor prioritized by the state. A list of tentative new projects is drafted by VTrans. VTrans' Structures Program Manager notifies municipalities that their bridge is eligible as a candidate for design funding. Municipalities have the option of participating.

## Central Vermont Regional Planning Commission

### Internal Control Updates

04/06/2020

Draft updates to Internal Controls were instituted on 03/20/2020 as a result of the COVID 19 pandemic and resulting need to close the physical office and institute telecommuting by all employees and CVPRC's Accountant. The Office Manager and/or Executive Director complete limited office duties at least two days per week. The Controls were clarified on 03/29/2020 and provided to the Executive Committee for adoption on 03/30/2020. These changes further refine Controls based on discussions with CVRPC's Accountant.

#### Timesheets

- Staff completes timesheet, digitally signs it, and saves it in their timesheet folder.
- Staff emails Executive Director to alert her that timesheet is complete. Staff without server access emails their completed timesheet to Executive Director.
- Executive Director reviews and approves or returns to staff for corrections.
- When approved, Executive Director emails Office Manager to notify her that QuickBooks entry can occur.
- Office Manager enters timesheets into QB, prints QB cover, and attached it to timesheet. Office Manager files completed timesheets in finance office files.
- Office Manager notifies Accountant and Executive Director via email that all timesheets are entered.

#### Expense Reimbursement

- Staff completes their expense form, digitally signs it, and saves the digital copy in their respective expense folder.
- Staff emails Executive Director to notify her that the expense form is complete (Grace emails form to Executive Director).
- Executive Director reviews and approves or returns for corrections.
- When approved, Executive Director emails Office Manager to notify her that QB entry can occur.
- Office Manager enters expenses (Note: Accountant or Executive Director will train Office Manager on expense versus item entry).
- Office Manager notifies Accountant when all entered, scans all forms, and emails them to Accountant. Originals are filed in *Payables to be Scanned* folder. Office Manager makes copies of expense forms and backup as needed for job billing and files information in accordion folder in finance office by job.
- Accountant quality controls/proofs QB data entry work prior to issuing payment or initiating invoicing process.

### Bills (Received from Vendors)

- All bills are reviewed as they are received (via mail or email)
- Project bills may arrive via mail to CVRPC office or via email to project manager. If arrive via mail, Office Manager or Executive Director scans bill and emails to project manager.
- Project manager reviews bill and initials to signify the bill is appropriate, the amount is appropriate, any required bill back up or work product has been provided, and work completed is acceptable. Project manager prints bill to CVRPC copier or if no serve access, emails or mails approved bill to Office Manager. Project manager emails Office Manager notice of bill, including job/sub-job name. Bills for IT services or for purchases made directly by staff also must be reviewed and approved by IT staff or staff making the purchase and sent to Office Manager.
- Office Manager or Executive Director stamps bills with bill date received and the bill stamp, and codes the bill appropriately with customer information, job name, and expense code. If Office Manager, bill is placed in *Executive Director Approval* folder.
- Executive Director reviews bill, initials to signify bill is ready for payment, Bills are filed in *Bills to be Entered* folder.
- Office Manager or Executive Director scans bills and emails them to Office Manager, Executive Director, and Accountant on Thursday or Friday. Scanned bills are filed in *Scanned Payables* folder.
- Office Manager enters bills into QB (including credit card receipts) and notifies the Accountant and Executive Director via email when all bills are entered.
- Accountant quality controls/proofs QB data entry work prior to issuing payment or initiating invoicing process.

### Weekly Payables

Payables are prepared weekly unless payment due date would be missed. The process is as follows:

- Office Manager or Executive Director scans payables on Thursday or Friday and emails them to Accountant, Executive Director, and Accountant. Scanned payables are filed in *Scanned Payables* folder.
- Accountant emails Executive Director an account payables report to confirm QB data entry has been quality controlled and notes cash on hand.
- Executive Director reviews the report, initials which payments can be initiated, and emails initialed report to Accountant and Office Manager to signify payment can be initiated.
- If checks are to be printed:
  - Accountant arranges time on Monday or Tuesday when she is available and Office Manager or Executive Director is in office to place checks in the copier.

Office Manager or Executive Director place checks in the copier. Accountant prints checks.

- As needed, Office Manager notifies Executive Director via email that checks are ready for signing and places checks in folder in Executive Director's inbox.
- Executive Director prints check register, verifies that check amounts and other information matches the invoice, and signs checks. If Executive Director is unavailable:
  - Office Manager emails scanned bills, checks, and check register to the Secretary/Treasurer with a request to use Secretary/Treasurer signature stamp to sign checks.
  - Secretary/Treasurer verifies that check amounts and other information matches bill and emails Office Manager approval to use Secretary/Treasurer signature stamp to sign checks.
  - Office Manager verifies check information matches the bill and stamps checks with Secretary/Treasurer signature. Office Manager files written approval in the appropriate audit folder in the finance files.
- Office Manager or Executive Director mails checks to vendors.
- Office Manager or Executive Director attaches check stub or payment proof to applicable invoices.
- If Automated Clearing House (ACH) is to be used:
  - Office Manager initiates one-time ACH transaction through vendor website and emails Executive Director and Accountant when complete.
  - Office Manager emails payment confirmation to Executive Director and Accountant, prints confirmation, and attaches it to bill as proof of payment.
- If bill pay through bank is to be used:
  - Office Manager sets up vendor list in bank bill pay and emails Executive Director.
  - Executive Director submits request for one-time bill pay.
  - Executive Director emails payment confirmation to Accountant and Office Manager.
  - Office Manager prints confirmation and attaches it to bill as proof of bill.
- Office Manager files paid bills in vendor files.

### Invoices (Sent to Customers)

For Fee for Service activities (Ex. GIS or copier services):

- When Fee for Service sale is completed, a Non-Contractual Service form is completed and provided to Office Manager.
- Office Manager provides form to Accountant.
- For cash sale, sale is entered into QuickBooks by Accountant. Cash is placed in envelop in Deposits folder.
- For billable sale, invoicing will be completed by Accountant after timesheet information

has been entered.

For contract/agreement invoices (VTrans, DPS, etc.):

- When a new contract is initiated, Office Manager updates timesheet template with categories to be tracked. This may require consultation with the Executive Director and project manager.
- Office Manager completes a contract summary sheet and emails it to Accountant.
- Office Manager completes entry of staff timesheets into QB monthly.
  
- *For Week of 03/16/2020*
  - Executive Director scans all information in accordion file by project and emails to Accountant.
  - Accountant enters any outstanding payables into QB.
  - Accountant prepares invoices, compiles invoice packet, and emails it to Executive Director. Subject line should read “Invoice for Review/Signature – Job Name”.
  - Executive Director reviews to ensure backup information<sup>1</sup> matches invoiced amount, notes correction need, or approves invoice for submission to customer. Executive Director signs approved invoice packets as appropriate. Executive Director notifies Accountant of approval and/or emails signed document.
  - Accountant saves full invoice packet (cover letter, progress report, match documentation, products, etc. as required by customer) on CVRPC server in appropriate Grants Manager job folder using file name that includes date sent. Based on file size, deliverables can be saved separately from invoice materials.
  - Accountant submits invoice packet and copies Executive Director and Office Manager on submission.
  - Office Manager prints CVPRC invoice(s) only and places in *Receivables Sent* folder.
  - Office Manager tracks invoices paid and follows up on non-payments as needed based on customer payment pattern.
  
- *As of 03/21/2020*
  - Office Manager verifies with project managers and Executive Director that all anticipated bills have been received for billable jobs.
  - Office Manager notifies Accountant when all timesheets and anticipated bills are entered into QB after month end.
  - Accountant quality controls all billing information.
  - Accountant prepares invoices, compiles invoice packet, and emails it to Executive Director. Subject line should read “Invoice for Review/Signature – Job Name”.

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<sup>1</sup> Typical attachments to invoices include: time by job summary report, consultant bills, other direct expense bills, etc.

- Executive Director reviews to ensure backup information<sup>1</sup> matches invoiced amount, notes correction need, or approves invoice for submission to customer. Executive Director signs approved invoice packets as appropriate. Executive Director notifies Accountant of approval and/or emails signed document.
- Accountant saves full invoice packet (cover letter, progress report, match documentation, products, etc. as required by customer) on CVRPC server in appropriate Grants Manager job folder using file name that includes date sent. Based on file size, deliverables can be saved separately from invoice materials.
- Accountant submits invoice packet and copies Executive Director and Office Manager on submission.
- Office Manager prints CVRPC invoice(s) only and places in *Receivables Outstanding* folder.
- Office Manager tracks invoices paid and follows up on non-payments as needed based on customer payment pattern.

### Monthly Processing

The following information is collected on a monthly basis to complete month-end processing and invoices:

- Office Manager completes Paid Time Off summary and emails Accountant and Executive Director.
- Office Manager receives and opens bank statements or Executive Director downloads them as appropriate to account.
- Executive Director reviews, initials, and dates bank statements.
- Accountant reconciles all bank statements in system and provides reconciliation to Executive Director.
- Executive Director reviews reconciliation, and initials and dates it.
- If there are any journal entries, Accountant provides them to Executive Director.
- Executive Director reviews and approves journal entries and files with financial files.
- Accountant prepares budget reports, open invoices report, etc. and emails them to Executive Director.
- Executive Director reviews budget reports, open invoices report, etc. and emails Accountant with any questions.
- Balance sheet, open receivables report, and budget to actuals statement are provided to the Executive Committee monthly; Paid Time Off summary is provided quarterly.

### Bank Statement Reconciliation

- Executive Director downloads, saves to server, and prints Northfield Savings Bank (NSB) reserve account statement, initials and dates to signify receipt and review, and place it in *Items to be Scanned* folder.

- Office Manager or Executive Director opens bank statements that have been mailed<sup>2</sup>, scans statements, and saves them to the server.
- When all statements have been received, Executive Director reviews statements and notifies Accountant via email that review is complete. Email is printed to PDF and saved in bank statement server folder as verification of review process.
- Accountant reconciles all bank accounts, saves reconciliation to bank statement folder on server, and notified Executive Director via email that reconciliation is ready for review.
- Executive Director reviews reconciliations and emails Office Manager and Accountant when review is complete. Email is printed to PDF and saved in bank statement server folder as verification of review process.
- Office Manager prints reconciliation package, including Executive Director emails, and files in financial files.

## Deposits

Unless otherwise instructed, all deposits will be made to the Community National Bank checking account. The process used for deposits is as follows:

### When checks arrive:

- Office Manager or Executive Director scans check and notifies Accountant and Executive Director, or Office Manager as appropriate, via email.
- Office Manager or Executive Director date stamps the check stub, photocopies the check (if no check stub, makes two copies of the check), records the check receipt in the *Checks Received* ledger, and places the check(s) and photocopy(s) in *Deposits* file.
- Accountant records the payment received in QB and prepares and prints a deposit slip.
- Office Manager or Executive Director photocopies the deposit slip, makes the deposit, and provides deposit proof to Accountant and Executive Director, or Office Manager as appropriate, via email.
- Office Manager or Executive Director attaches the bank slip and associated invoice(s) (from the *Receivables Sent* file) to a photocopy of the check(s) and deposit slip.
- Office Manager files the information in the financial files.
- If checks are not deposited promptly at the bank, they are to be stored in a secure, locked location, preferably in the financial file cabinet.

### When payments are made via Automated Clearing House (ACH):

- Executive Director prints copy of deposit proof, saves the proof to the server in the "Bank" folder, provides two printed copies to Office Manager for finance files, and emails Accountant and Office Manager a digital copy of the deposit.

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<sup>2</sup> People's United Bank account closed 02/20/2020. Final account statement received 03/10/20.

- Accountant records the payment received in QB.
- Office Manager or Executive Director attaches the deposit proof to the associated invoice(s) (from the *Receivables Sent* file).
- Office Manager files the information in the financial files.

## Payroll

The following procedures occur as noted:

- Weekly: Staff completes the timesheet process noted under *Timesheets*
- Bi-weekly: Accountant generates payroll for salaried staff or, for hourly staff, from the hours that have been entered into Excel timesheets.
- Bi-weekly: Accountant prints payroll reports: Payroll Item Detail, Payroll Transaction Detail, Payroll Transactions by Payee and pay stubs. Office Manager emails pay stubs to all staff (direct deposit choice) or provides staff with a printed check and stub (hard copy check choice).
- Bi-weekly: Executive Director reviews and initials payroll reports.
- Bi-weekly: Accountant writes/initiates payroll.
- As Needed: Accountant prepares transfers. Transferred must be approved in advance via email by the Executive Director. Executive Director or Office Manager completes transfers. Office Manager files transfer deposit slip.
- Payroll is automatically deposited or paychecks are distributed on the Friday after closure of the pay period.
- Bi-weekly or as required by law or CVRPC's policies: Accountant processes payroll liabilities and prints a payroll liabilities confirmation.
- Executive Director reviews and signs payroll liabilities confirmation.
- Monthly: Office Manager posts compensatory time, sick leave, and vacation time to the Paid Time Office spreadsheet.
- As required:
  - Office Manager completes new hire reporting.
  - Accountant completes quarterly reports, taxes and W-2's.

## Credit Card

Use of the CVRPC credit card by employees is with Executive Director's permission only, and is governed by CVRPC's *Employee Use of Credit Cards or Charge Accounts Policy*.

- Credit card charge receipts are provided to Executive Director, or in the case of Executive Director, are provided to the Chair or Secretary/Treasurer
- Receipts are stamped (similar to bills), marked with billing codes/accounts, and approved by Executive Director.
- Receipts are entered into QB by Office Manager. If Office Manager has used the card,



receipts are scanned by Executive Director and provided to and entered by Accountant.

- Office Manager reconciles credit card statements and notifies Accountant when completed.
- Accountant quality controls/proofs QB data entry work prior to issuing payment or initiating invoicing process.
- Executive Director reviews and approves the credit card reconciliation and authorizes payment.

### Petty Cash

CVRPC does not maintain petty cash.

### Financial System Security

Security of the CVRPC's financial and personnel records shall be maintained through password protected files and lockable file drawers. Use of the CVRPC's financial management system shall be password protected with permissions access grant to users as follows:

- Administrative full access with permission to make user changes (Executive Director, Accountant)
- Full access, without the ability to grant permissions (Executive Director, Accountant)
- View and print access (All Staff)
- View access for account balance and statement (All Staff)
- Weekly timesheet (All Staff)

Keys to lockable file drawers holding the CVRPC's financial and personnel records and lock box shall be provided as follows:

- Personnel files (Executive Director)
- Financial files (Executive Director, Office Manager, Accountant)
- Lock box (Executive Director, Office Manager)



## MEMO

Date: March 31, 2020  
To: Executive Committee  
From: Pam DeAndrea, Senior Planner  
Re: Clean Water Service Provider Proposal DRAFT

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☒ **ACTION REQUESTED:** Authorize staff to submit a Clean Water Service Provider proposal for the Winooski River Basin.

The Executive Committee approved having staff develop a proposal to act as a Clean Water Service Provider (CWSP) for the Winooski River Basin at its January 6, 2020 meeting. Attached is a preliminary draft of the proposal. RPCs that plan to pursue CWSP designation are working collectively to develop parallel proposals and present a comprehensive statewide program.

On February 3, the Vermont Agency of Natural Resources (ANR) released a final Request for Proposals (RFP) for selection of CWSPs in the Lake Champlain Basin per Act 76 of 2019. The final RFP is attached for information. Proposals are due on May 8.

CVRPC convened Winooski Basin partners on March 25 to discuss desired roles for the CWSP and the Basin Water Quality Council (Council). Chittenden County Regional Planning Commission indicated it would be willing to be the CWSP for the Winooski Basin only if no other organization would do it. No other organizations expressed interest in being the CWSP beyond CVRPC. Other organizations preferred to develop and implement projects. Many organizations hoped to participate in the Council. VT Youth Conservation Corps alone expressed interest in Operations & Maintenance activities.

ANR is working with an Act 76 Advisory Group as it develops guidance for CWSP and Councils. That process is expected to continue after Service Providers are designated by rule making. CVRPC could apply to be a provider and not accept the provider contract if the final responsibilities and guidance are unacceptable.

RFP Summary

- Service Providers will:
  - administer formula-based grants for the purpose of identifying, developing/designing, constructing, verifying, inspecting, operating, and maintaining ‘non-regulatory water quality projects necessary to achieve phosphorus TMDLs. The formula grants will be based on allocations and targets for phosphorus reductions. Formula funds will also be provided for operations and maintenance of implemented projects;
  - coordinate statutory partner engagement and Basin Water Quality Council engagement in the tactical basin planning process; and
  - administer other applicable funding within Act 76.
- The Service Provider is responsible for achieving the target pollutant reductions. The Council is responsible for prioritizing and selecting projects.
- Rules to guide Service Providers in their responsibilities will be adopted by November 1, 2020. Those rules will include Service Provider governance principles.
- Program delivery costs cannot exceed 15% of the formula grant award. ANR expects to release additional funds for Service Provider startup costs.

Alternatives

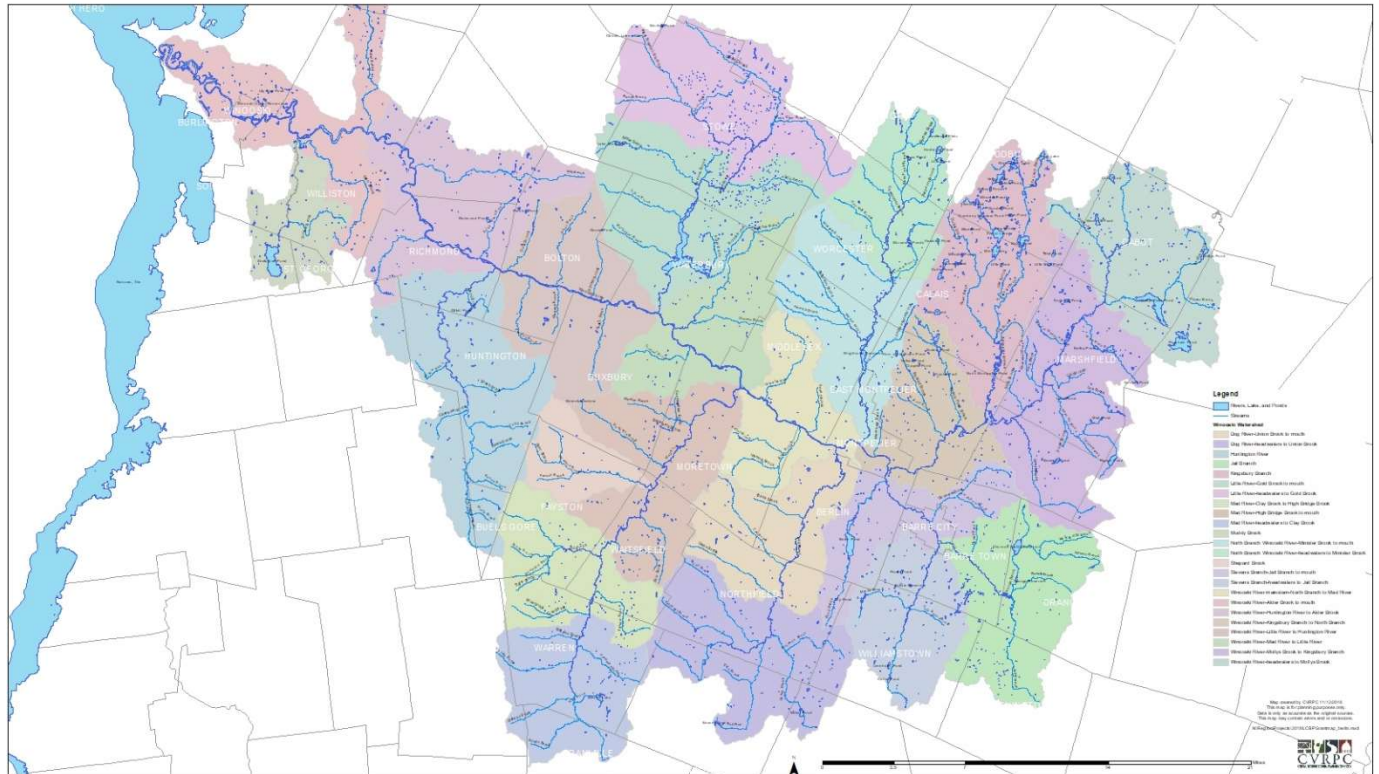
- CVRPC could remain in a project-only role, writing project-based proposals that compete to be selected as priority projects by the Basin Council.
- CVRPC could request that the Chittenden County RPC act as CWSP and either act as a sub-grantee CWSP for Central Vermont or solely serve as a project developer and implementer.
- ANR can assign an organization (including CVRPC) to be the provider through the rule making process if no organization steps forward to be the Service Provider.

# Clean Water Service Provider Winooski River Basin

**DRAFT**

**Prepared for:**

*Vermont Department of Environmental Conservation*



*Agency of Natural Resources*

1 National Life Drive

Montpelier, VT 05601

**Prepared by:**

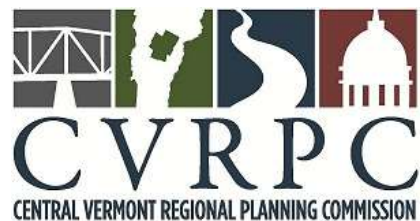
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## INTRODUCTION

The Central Vermont Regional Planning Commission (CVRPC) is pleased to present this proposal for a Clean Water Service Provider (CWSP) for the Winooski River Basin (Basin 8) as part of the enactment of Act 76, the Clean Water Service Delivery Act of 2019. If selected as a CWSP, the CVRPC will comply with the forthcoming final rules and guidance, as a condition of relevant grants issued under Act 76.

CVRPC is a Regional Planning Commission that works with twenty-three municipalities in Central Vermont with the mission to:

*“Assist member municipalities in providing effective local government and to work cooperatively with them to address regional issues. “*

CVRPC works with area non-profits, other regional organizations, State and Federal agencies, and the general public. We implement a variety of projects and programs tailored to local and regional needs, and also complete projects of statewide importance and interest.

CVRPC has extensive experience with the basin planning process having collaborated on the completion of three Vermont Tactical Basin Plans (TBPs) for the Lamoille River, Winooski River, and the White River. Currently, CVRPC is reviewing and assisting with outreach on the TBP for Basin 14. Over the years, CVRPC has established a successful working relationship and partnership with the Vermont Department of Environmental Conservation (DEC) and other partners such as municipalities, Conservation Districts, watershed groups, and other Regional Planning Commissions (RPCs) to plan and implement water quality projects throughout the Winooski Basin. These partnerships, along with a track record of successful implementation of projects, make the CVRPC an ideal candidate for the Winooski Basin CWSP.

### RPC Vision

The vision is to leverage our professional skills in administration and program management with the on-the-ground expertise of partner organizations and municipalities to help the State achieve desired reductions in non-regulatory pollution. The CVRPC will be assisted on a regular basis with these administrative and programmatic tasks by the Chittenden County Regional Planning Commission (CCRPC). Furthermore, we plan to sub-contract to the Lamoille County Planning Commission (LCPC) for assistance with CWSP projects in the Winooski Basin located in Lamoille County. In coordination with the Vermont Department of Environmental Conservation

1 and the Winooski Basin Water Quality Council (described below), and assisted by numerous  
2 partner organizations and municipalities, the CVRPC and CCRPC will implement a systematic  
3 and open process to bring cost-effective projects from concept to installation to annual ongoing  
4 operation and maintenance.  
5

DRAFT

## SCOPE OF WORK

### 1. Formation of Basin Water Quality Council:

To help fulfill the responsibilities listed above the CVRPC will form a Basin Water Quality Council (BWQC) for the Winooski Basin.

The CVRPC and CCRPC will first invite four different groups to select members consistent with Act 76, as follows:

- Lamoille County and Winooski Natural Resource Conservation Districts (LCCD and WNRCD) to select two (2) persons representing NRCDs,
- CVRPC, CCRPC, and LCPC to select two (2) persons representing Regional Planning Commissions,
- Friends of Winooski River (FWR), Friends of Mad River (FMR), and any other similar organizations that may be identified by November 1, 2020 to select two (2) persons representing local watershed protection organizations.

The CVRPC and CCRPC will also issue a call to both:

- applicable local land conservation organizations including Stowe Land Trust, Richmond Land Trust, South Burlington Land Trust, Dog River Conservancy, Vermont River Conservancy and other statewide land conservation organizations, and
- applicable municipalities (CCRPC and LCPC will assist with municipalities in their respective counties) to solicit nominees of their respective interests.

Consistent with Act 76, the RPCs would then consult with these conservation organizations to select one (1) person from among the nominees while in the case of the municipalities the CVRPC would select two (2) persons in consultation with the municipalities to represent local interests.

The CVRPC will assist the BWQC in establishing Council Rules of Procedure which will define member terms and charges of the BWQC including but not limited to project identification and prioritization.

### 2. Project Identification and Prioritization:

The CWSP will oversee and assist the BWQC in project identification and prioritization by informing potential projects to the BWQC. The CVRPC and CCRPC will first meet with the

Vermont DEC Watershed Planner for Basin 8, Karen Bates. The primary source for these projects will be the DEC Watershed Projects Database and the Clean Water Project Explorer. However, once the applicable non-regulatory projects are obtained from that database two additional queries must be made, namely:

- a) ascertain which known existing projects might be missing, and
- b) identify known data gaps such as stream reaches that may never have been had assessments or for floodplain restoration opportunities.

To obtain the answer to these last two questions, the CVRPC and CCRPC will reach out to the broad list of potential Council members as well as to the academic community and other water quality project organizations. The following groups will be engaged to help identify projects that may not be in the Watershed Projects Database: FWR, FMR, LCCD, WNRCD, and other RPCs. Often watershed groups and RPCs receive project ideas organically through phone calls, emails, field work, stakeholder and municipal outreach and these projects at any given point in time may not be in the state database. The CVRPC will make sure to include these projects during the identification phase.

Using ArcGIS technology, the CVRPC (or other RPC GIS Analyst) will develop a watershed project dashboard to easily identify eligible projects and share with the BWQC for prioritization. Project data within Basin 8 will be imported into this dashboard from the watershed project database and/or Clean Water Project Explorer. This ArcGIS online dashboard will be used to display information on project status, eligibility determinations, projected phosphorus reduction, cost (both project and Operations and Maintenance), and feasibility factors (landowner willingness, etc.). Additionally, any projects that are currently in the watershed database that are deemed “ineligible” by the DEC will be recorded as such and an explanation included in order to track that information.

Based on the Standard Rules for Ranking Projects that will later be determined on a statewide level, the CVRPC will score each eligible project for phosphorus reduction benefits. The next steps after this initial scoring will be to formally convene the Basin Water Quality Council for project prioritization. The BWQC will score the projects based on co-benefits such as habitat and flood resilience benefits. The BWQC will then prioritize the projects based on the combined scoring. The CVRPC will work with the BWQC to determine a packet for implementation based on those projects with the highest scores and available funding. Before any project will be approved for construction, the CWSP will ensure that necessary permits are in place with the project implementer.



### 3. Project Development and Implementation

The CVRPC proposes to work with the following qualified organizations to fulfill requirements of Act 76: LCPC, FWR, FMR, WNRCD, LCCD, and Vermont Youth Conservation Corp (VYCC). These requirement activities may include project development, construction, verification, inspection, and operation and maintenance. The CWSP will keep track of all these tasks through coordination with the watershed partners and provide regular updates to the BWQC via interim reports and an annual report.

The first step for the CVRPC will be to issue a Request for Qualifications (RFQ) process to identify and select watershed groups, conservation districts, conservation corps, and possibly private consultants with whom we would then develop Master Agreements to conduct various work related to fulfilling Act 76 requirements. This is a process CVRPC has in place to select firms for Transportation Planning and Design, Stormwater Planning, Design, and Construction Oversight, and EPA Brownfields Environmental Assessments.

CVRPC will issue an RFQ to solicit organizations and firms with expertise in:

- Project development: working with landowners, identification of project alternatives, constraints, permitting issues; development of conceptual plans and cost estimates
- Construction: development of final cost estimate and bid documents, physical implementation of projects and/or contracting for same; oversight of project implementation and progress and financial reporting of same
- Verification and Inspection
- Operation and maintenance

CVRPC will use established organizational procurement procedures to select qualified organizations and firms to carry out the duties listed above. Once selected, the CVRPC will initiate contracts with organizations and firms and ensure that DEC contracting requirements are passed through. The CVRPC will provide templates for Memorandums of Agreement (MOAs) and Operation and Maintenance (O&M) from the DEC to selected organizations/firms.

For verification and inspection, the CVRPC will expect the selected organization/firm to conduct this work using the mobile application currently used by the DEC Stormwater Program. This will ensure that verification, inspection, and recommendations for maintenance is conducted on a consistent manner across projects in the region. The CVRPC will require the organization/firm conducting the verification and inspection to provide recommendation reports including

requirements for continued operation and maintenance for efficient BMP operation. If the inspection finds either that the best management practice (BMP) is not operating as it should be or the BMP needs any maintenance to operate effectively, the CWSP will ensure that the party who committed to O&M is provided with the recommendations report. The CWSP will verify the recommendations were conducted.

#### 4. Project Tracking and Reporting

The CVRPC commits to using DEC-developed IT solutions for project tracking and reporting. As mentioned earlier in the project identification and prioritization section of the scope of work, the CVRPC intends to use ArcGIS online technology to organize information on the status of projects in the Winooski Basin. The CVRPC and CCRPC have GIS professionals on staff that are well versed in creating on-line apps to spatially display metrics using ArcGIS online. The Winooski Basin ArcGIS Dashboard will be used to view project information in a user-friendly platform. Data will be easily extracted from the dashboard to aid the CVRPC in reporting to the DEC. The CVRPC will ensure that data from the ArcGIS dashboard will be translated easily to any DEC-developed IT solutions for tracking and reporting.

The CVRPC along with assistance from CCRPC, will submit interim reports and an annual report to the BWQC that will show project identification, prioritization, implementation status, and progress towards meeting phosphorus reduction targets.

#### 5. Financial Support System

The CWSP team will work directly with CVRPC's Accountant and Office Manager to ensure effective program management and grant administration. The CVRPC uses QuickBooks Pro with supporting spreadsheets for items such as Paid Time Off tracking to administer its financial system including invoicing, accounts payable, program/project budget tracking, and payroll. The CVRPC administers numerous grants, including both Federal and State as well as contracts, and subcontracts. The CVRPC maintains an excellent record in the adherence to contracts and receives annual audits on its financial system.

In order to initiate the program, the CVRPC will need start-up funds to form the BWQC, meet with partners, and establish contracting and reporting templates for subgrantees/subcontractors. The CVRPC will also need these start-up funds to conduct the pre-qualification process for subcontractors to perform key functions of the Act 76 model such as verification and inspection.

It is the understanding of the CVRPC that the funding formula for the established CWSP will be based on the pounds of phosphorus the project(s) are designed to capture. The CVRPC also understands that program delivery will not exceed 15% of the formula grant.

## 6. IT Support Systems

CVRPC has well-developed IT systems. The organization houses all data on an HP Proliant G10 Server (Windows 2012 Server OS), which is backed up daily to a local NAS backup and a cloud-based back up service (Acronis) with storage capacity up to 1 TB. There is a Fortinet firewall and small business edition security software in place to protect the server, computers, organization files, and to block virus entry through communications. The CVRPC has knowledgeable IT support staff with expertise in software and hardware installation and troubleshooting. The CVRPC also contracts with Ormsby's Computer Store in Berlin, VT for server monitoring and maintenance and general IT support. GIS software licenses include ArcGIS 10.8 (Basic and Spatial Analysis) and the CVRPC and CCRPC staff are well versed in ArcPro, ArcMap, ArcGIS online applications such as web app builder, ArcGIS Hub, and Operations Dashboard.

The CVRPC is committed to using DEC-developed IT solutions for project tracking and reporting.

## 7. Staffing and Partnerships for CWSP

The Program Manager for the Winooski CWSP will be Grace Vinson. Grace joined the CVRPC in 2019 and holds a B.S. from the University of Vermont with a concentration in Policy and Development.

The technical and project development advisor for the program will be Pamela DeAndrea, CVRPC Senior Planner. Pamela (Pam) holds a M.S. in Water Resources from the University of Vermont.

Through a subgrant to the CCRPC, Dan Albrecht, CCRPC Senior Planner, will serve as the primary manager for CWSP projects in Chittenden County. Dan has been with the CCRPC since 2003 and has managed several applicable projects. Dan holds an M.S. in Natural Resources Planning from the University of Vermont, and an M.A in Anthropology from McGill University.

As noted above, CVRPC and CCRPC will operate primarily in an administrative and managerial role of overall CWSP operations and working regularly on the identification and prioritization in concert with the DEC and its Basin 8 Water Quality Council. Ms. Vinson and Mr. Albrecht will be assisted in this role by Nicole Sancibrian, CPA, CVRPC's Contracted Accountant, and Nancy Chartrand, CVRPC Office Manager, plus CCRPC financial and administrative staff Forest Cohen when needed.

For IT and GIS services, Ms. DeAndrea manages both at CVRPC and will be the key point person in GIS application development and smooth operations of IT services within CVRPC. Pam Bragan is the GIS and IT professional at the CCRPC and she will collaborate with Ms. DeAndrea when needed and provide IT support for the CCRPC.

As mentioned earlier in both the sections on project identification and prioritization and project development and implementation, the CVRPC intends to partner with the following organizations to carry out required activities as a CWSP; LCPC, FWR, FMR, LCCD, WNRCD, and VYCC.

## 8. Policies and Procedures

The CVRPC developed and adopted a formal "Administrative and Financial Management Policy and Procedures" manual in March 2012 which has been updated on a regular basis including most recently on March 30, 2020. This manual addresses in detail the required elements noted in the RFP (see Attachment). The CVRPC has also adopted and updates regularly the following relevant policies: Procurement Policy, Conflict of Interest Policy, Records Retention Policy, and Internal Controls. With regards to implementation of the Vermont Open Meetings Law, as a governmental entity, the CVRPC has always been required to follow the Law.

## QUALIFICATIONS

CVRPC has a long history of successful grant completion including managing distribution grants through the VT Agency of Transportation (VTrans) such as the Municipal Grants in Aid Program.

The CVRPC communicates and collaborates regularly with member municipalities on water quality related issues, from stormwater to municipal roads general permit. With Ecosystem Restoration Program (ERP) grant application rounds and Clean Water Block Grant Program, CVRPC assists municipalities interested in grants funds with their applications. CVRPC maintains a strong partnership with three regional watershed organizations, the Winooski Natural

Resources Conservation District (WNRCD), the Friends of the Winooski River (FWR), and the Friends of the Mad River (FMR). They have complementary capabilities that can improve the Tactical Basin Planning and project development process in Central Vermont. We have partnered with them previously on river corridor plans, stormwater master plans, stormwater implementation projects, Basin planning, and headwaters forest management. To help with communication on water quality issues in the region, the CVRPC formed a Clean Water Advisory Committee (CWAC) that meets monthly and is comprised of representatives from the Board of Commissioners, municipalities, watershed groups, and the Winooski Natural Resources Conservation District.

CVRPC is quite familiar with the state's water quality priorities, rules and regulations and grant and program delivery requirements. Our staff have provided outreach to communities on various regulations through the Clean Water Act. Workshops we've conducted included the Clean Water Act, Municipal Roads General Permit, Class 4 Road BMP implementation, the Tactical Basin Planning, and River Corridor Planning. The CVRPC has managed numerous stormwater and river corridor planning, design and implementation projects. The CVRPC is familiar with the necessary steps involved in bringing projects from concept to implementation ready, and documenting project feasibility per DEC requirements.

### **CVRPC and CCRPC Team**

#### **Bonnie Waninger - Executive Director, CVRPC**

Having joined CVRPC in 2015, Bonnie is leading the Commission's strategic change to engage municipalities, citizens, and business owners more fully in decision making about Central Vermont's future. She served as Executive Director of the Lamoille County Planning Commission for eight years. While there, she led efforts to increase the working partnership between the regional planning and regional development organizations and to develop a comprehensive regional plan anchored in the region's economic and natural resource values. As Assistant Director and Special Projects Planner for the Northwest Regional Planning Commission, she launched the Commission's hazard mitigation, green infrastructure, and brownfields programs. She is a 2008 graduate of the Snelling Center for Government's Vermont Leadership Institute.

#### **Pamela DeAndrea – Senior Planner, CVRPC**

Pam earned an M.S. in Water Resources from the University of Vermont, Rubenstein School of Environment and Natural Resources, and a B.S. in Environmental Geology from SUNY New Paltz. She obtained her Certified Floodplain Manager credentials in November 2016. Prior to

her work with regional planning commissions, Pam worked several years in the private sector consulting. She invested 10 years as an Environmental Scientist/GIS Specialist at Bear Creek Environmental in Montpelier, VT. While there, she conducted several Stream Geomorphic Assessments and developed River Corridor Plans for various clients, including municipalities. Pam worked seven years with Stone Environmental, Inc. in Montpelier, VT where she helped to pioneer GIS watershed characterization as part of national herbicide/pesticide runoff studies and phosphorus loading studies in Vermont. The last four years of Pam's career has been spent at Regional Planning Commissions where she has managed numerous water quality projects including planning, GIS Analysis, and stormwater design and implementation projects.

#### **Grace Vinson – Planner, CVRPC**

Grace holds a B.S. from the University of Vermont with a concentration in Policy and Development. She joined the Central Vermont Regional Planning Commission (CVRPC) team in November, 2019. Previously, she worked as a Policy Associate at The Clark Group, LLC, an environmental policy consulting firm in Montpelier, where she provided support to federal and state agencies to develop and implement environmental policies, procedures, and guidance. She also brings experience in technical research and writing, stakeholder engagement, and development of communication materials. Grace earned certification as a Certified Floodplain Manager (CFM) in 2017 and has previously supported federal and state agencies including FEMA and NY State DEC with hazard mitigation and emergency management planning.

#### **Nicole Sancibrian, CPA - CVRPC's contracted Accountant**

Fiscal management of the Agreement will be provided by Nicole Sancibrian. With 20 years of experience as a Certified Public Accountant, Nicole is responsible for all aspects of accounting for CVRPC. She is a QuickBooks expert with knowledge of GAPP, GAAS, and GAGAS/Yellowbook, and expertise in financial statement preparation and auditing procedures, including evaluating internal control systems to discover weaknesses and provide suggestions for improvement and audits for compliance with Federal grant requirements. She also serves as contracted financial manager for the Lamoille County Planning Commission.

#### **Nancy Chartrand – Office Manager, CVRPC**

#### **Charlie Baker – Executive Director, CCRPC**

#### **Dan Albrecht - Senior Planner, CCRPC**

Throughout his 25-year career, first in Alaska and second, here in Vermont (see attached résumé), Dan Albrecht has primarily functioned as a project/program manager. In recent years,



he has managed the following broad-based programs for CCRPC including several related to water quality:

- Clean Water Block Grants (CWBG) and Design Implementation Block Grants (DIBG) via Southern Windsor County RPC: management and closeout of seven CWBG grants- six for Implementation and one for Final Design (total combined project costs of \$xxx,000); start-up of two DIBG grants for Final Design (total combined project costs of \$xxx,000);
- DEC Stormwater Master Plan grants: management and closeout of grants for development of Stormwater Master Plans for the towns of Jericho, Milton, Richmond and Underhill (total combined project costs of \$xxx,000);
- Vermont Municipal Tactical Basin Planning Support: managing CCRPC and its ten partner RPCs in carrying out a multi-faceted scope to improve basin plans and promote municipal involvement (DEC funds: FY16-\$300,000; FY17-\$330,000; FY18-\$310,000; FY19-\$250,000 and FY20-\$250,000);
- Chittenden County Brownfields Program: management of six environmental engineering firms which conduct Environmental Site Assessments and prepare Cleanup Plans (EPA funds: FFY16-\$400,000 & FFY18-\$300,000). Since 2016, the CCRPC has issued and managed XX task orders to these firms to aid redevelopment at XX sites.
- 2017 update of County and 18 municipal All Hazards Mitigation Plans (\$74,250 HMGP grant with VDEMHS, 4/2015 – 12/2017);
- Fluvial Erosion Hazard studies and planning (\$123,020; FEMA PDM-08 grant, 10/2008–9/2012).

#### OTHER CCRPC (FOREST, PAM B?)

#### Project Experience

The following are examples of relevant projects that CVRPC has recently managed using DEC or other funding.

**Municipal Roads Grants-In Aid FY20**, \$33,442, VT DEC Subgrant with Northwest Regional Planning Commission (NRPC), August 2019 through June 2020. CVRPC has received a subgrant from the NRPC for the third year to administer and oversee municipal projects to bring hydrologically connected road segments into MRGP compliance. Between its inception and this fiscal year, CVRPC has helped eleven municipalities implement BMPs on roads through this funding.

**Class 4 Roads Demonstration Project**, \$113,000 VT DEC, September 2017 through September 2019. CVRPC led a demonstration and workshop project to showcase BMP implementation on

hydrologically connected Class 4 roads. CVRPC worked with two different municipalities (Calais and Moretown) and their road crews to bring difficult road segments up to MRGP standards and invited other municipalities to presentations and site visits that demonstrated the implemented projects.

**Tactical Basin Planning FY20**, \$26,884 VT DEC Subgrant with Chittenden County Regional Planning Commission (CCRPC), October 2019 through September 2020. CVRPC is in its fourth year with a subgrant from CCRPC to assist in the development of Tactical Basin Plans and implementing strategies within the plans including conducting outreach for stormwater master plans, river corridor by-laws, surface water reclassification and other state water quality initiatives. From 2015 through 2016, CVRPC staff assisted in the development of the **2016 Lamoille Tactical Basin Plan** and provided outreach to those towns in our region in the Lamoille River Watershed. In 2017 and 2018, CVRPC played a key role in the development in the **Winooski Tactical Basin Plan** and the **White River Tactical Basin Plan** by providing the basin planner with priority projects and conducting outreach presentations on the basin planning process. This fiscal year the focus will be continuing outreach and project development for the **Winooski Tactical Basin Plan** strategies and assist with the development of **Basin 14 Tactical Basin Plan**.

**Kingsbury Branch/Mad River Stormwater Master Planning -** \$140,530 VT DEC Clean Water grant, August 2017 through June 2019. In partnership with the Friends of the Mad River (FMR) and Watershed Consulting Associates (WCA), Stormwater Master Plans for eight municipalities – five in the Mad River and three in the Kingsbury Branch watersheds were developed. The



CVRPC, WCA, and FMR team worked to engage municipal stakeholders for each town so that the results of the process were understood and the products were of local value. WCA created online story maps for each of the towns to provide information on stormwater, solutions to stormwater mitigation using green stormwater infrastructure, and results of the stormwater master planning process. The results include the top five priority sites for each of the eight municipalities, along with 30% engineering designs and artistic renderings for projects to address water quality and quantity issues at these sites. The CVRPC and the FMR are now in



1 position to help these communities forward these designs to final and implementation. This  
2 project development funding will be key in facilitating that process.

3  
4 **Barre Town, Barre City, and Plainfield Stormwater Master Plan** - \$95,641 VT DEC Clean Water  
5 grant, September 2016 through December 2017. Similar to the Kingsbury/Mad Stormwater  
6 Master Plans, a 3-Town stormwater master plan was developed for Barre Town, Barre City, and  
7 Plainfield. This planning effort brought three towns together that were not connected in  
8 government, but very much connected hydrologically and helped them to think more on a  
9 watershed basis and not a town-boundary basis. CVRPC has brought one project from  
10 Plainfield to the final design stage and hopes to bring it to implementation in 2020-2021 with  
11 available funding. There are 14 other projects available to be developed in these communities.

12  
13 **Berlin Stormwater Master Plan** - \$45,248 VT DEC Clean Water grant, September 2016 through  
14 December 2017. During the same time period as the above 3-Town Stormwater Master Plan,  
15 CVRPC worked with the Town of Berlin and contracted with Watershed Consulting Associates,  
16 LLC to complete a Stormwater Master Plan for Berlin. This plan resulted in 5 top priority  
17 projects with 30% design, one of which has received final design and 3 which are currently in  
18 the final design phase. Berlin has been very aggressive at bringing its projects to the next  
19 stages and hopes to construct one of its projects in 2020-2021.

20  
21 **Mad River Corridor Plan** - \$27,878 VT DEC Clean Water grant, June 2016 through June 2018.  
22 CVRPC was awarded a grant from the ERP grant program at DEC. CVRPC retained Bear Creek  
23 Environmental to create a River Corridor Plan that highlighted strategies for river corridor  
24 protection and flood hazard mitigation. The Mad River watershed received wide spread  
25 flooding from Tropical Storm Irene in 2011 with some of the hardest hit areas being in  
26 Moretown, washing out roads and flooding homes. In fact, the flood waters in Moretown  
27 Village rose to the ceiling of many first floor homes and flooded the Moretown Town Office  
28 destroying nearly all Town records. The collection of this data and writing of the River Corridor  
29 Plan helped Moretown and Friends of the Mad River identify location and strategies to restore  
30 and protect the rivers and streams, which will help reduce the impacts from flooding and  
31 improve water quality in the Mad River.

**Northfield Water Street Stormwater**

**Implementation\_-** \$559,385 VT DEC Clean Water Grant, January 2018 through December 2019. The CVRPC, in partnership with the Town of Northfield, Watershed Consulting Associates (WCA), Aldrich & Elliot (A&E), and G&N Excavation completed a stormwater mitigation project on Water Street in Northfield, VT. The CVRPC retained WCA and A&E to complete a final design and to oversee construction at the site. G&N Excavation of Fayston was also retained by CVRPC to install new stormwater pipes and catch basins along Union Brook Road and Water Street and to construct an underground infiltration chamber system.



Construction occurred from June through October 2019. The Town of Northfield assisted in construction of the project. The concept of the project began in 2014 from the Northfield Village Stormwater Master Plan that identified stormwater treatment along the banks of the Dog River. Subsequently, the Town acquired land across the street from the river via the FEMA buyout program where three houses were historically flooded, enabling the treatment of more stormwater within an underground system. This infiltration system is completely underground and the finished land will now be green space for the Town. Stormwater from nine acres of impervious surfaces that used to run down Union Brook Road and enter the Dog River from the surrounding neighborhood is now absorbed into this lot resulting in decrease in sediment and phosphorus loading.

**Pouliot Avenue Stormwater Mitigation in Barre**

- \$187,732 VT DEC Clean Water Block Grant, October 2017 through December 2019. This project was originally identified through a stormwater assessment by Friends of the Winooski River and Watershed Consulting Associates, LLC. The CVRPC, in partnership with Barre City, Watershed Consulting Associates, LLC, Civil Engineering Associates, and Avery Excavation, Inc. completed this stormwater mitigation project in early October, 2019. The project involved stabilization of a gully at the end



1 of Pouliot Avenue. The severe erosion which occurred over time and caused this gully to  
2 develop was a significant source of sediment and phosphorus to the Stevens Branch and  
3 eventually Lake Champlain. The erosion was caused by stormwater runoff from both the outlet  
4 of Pouliot Avenue in Barre City and the surrounding hillside in Barre Town. The implementation  
5 of this project entailed removing debris accumulated within the gully. The gully was stabilized  
6 with stone gabions (blocks of wire baskets filled with stone), vegetated side slopes, retrofitted  
7 culvert, and stone stabilization around the culvert.

8  
9 **Stormwater Final Designs Berlin, VT** - \$49,954 Lake Champlain Basin Program, September 2018  
10 through June 2020. The CVRPC has retained Watershed Consulting Associates, LLC (WCA) and  
11 Civil Engineering Associates, LLC (CEA) to bring three 30% designs from the Berlin Stormwater  
12 Master Plan to final design. The Town of Berlin, the Berlin Fire Department, private landowners  
13 at the Chimney Sweep and the Washington Unified Union School District have all been  
14 collaboratively involved in the development of these final plans for stormwater treatment at  
15 the Berlin Fire Department, Berlin Elementary School and Chimney Sweep Shop on Route 302 in  
16 Berlin. The CVRPC has been an integral part of bringing all of these stakeholders together to lay  
17 the groundwork for project feasibility and implementation for the future. All of these projects  
18 will treat stormwater entering the Stevens Branch and the designs are expected to be complete  
19 in the spring of 2020, making them ideal candidates for implementation project development in  
20 the Winooski Basin.

21  
22 **The Health Center Stormwater Mitigation, Plainfield, VT** - \$22,839 VT DEC Clean Water grant,  
23 March 2019 through July 2020. This project came out of the 3-Town Stormwater Master Plan  
24 for Barre Town, Barre City, and Plainfield. The stakeholder process for this project was  
25 particularly cumbersome with two private landowners and the municipality where cooperation  
26 was not successful in the past. The CVRPC managed to get everyone on board and work  
27 collaboratively to come up with a solution. Milone and MacBroom, Inc. was retained to bring  
28 the concept design of stormwater treatment and gully restoration that had developed from  
29 both developed lands and transportation runoff. The continued migration of this gully is a  
30 significant source of sediment to the Winooski River. The final design will be completed in early  
31 2020 and will be in a good position for construction funding in 2020-21.

32  
33 **Numerous Stream Geomorphic Assessments and River Corridor Plans** in Vermont from 2004  
34 through 2015. The CVRPC has completed many river corridor plans with various consultants  
35 over the years including the following:

- 36 • Great Brook Watershed River Corridor Plan, Plainfield & Groton, VT
- 37 • Middle Winooski River Corridor Plan, Waterbury, VT

- 1 • North Branch of the Winooski River Corridor Plan, Washington County, VT
- 2 • Pekin Brook Corridor Plan, Calais, VT
- 3 • Stream Geomorphic Assessment of the Stevens Branch, Williamstown and Barre City
- 4 Upstream of the Confluence with the Jail Branch
- 5 • Stevens Branch Watershed River Corridor Management Plan, Stevens and Jail Branches
- 6 of the Winooski River, Washington and Orange Counties, VT
- 7 • Upper Winooski River: Plainfield to Montpelier, River Corridor Management Plan,
- 8 Washington County, VT
- 9

DRAFT

**ATTACHMENTS****A. Resumes****B. Letters of Support from Potential BWQC Members (diversity)****C. Statement of those involved in Proposal Prep (point of contact)****D. Financial Solvency Statement**

- Liquid
- Not over leveraged
- Financial Statements for last 3 years
  - Profit/Loss Sheet
  - Balance Sheet
  - Form 990 (not applicable; CVPRC is a political subdivision of the State of Vermont per 24 V.S.A. § 4341(a))

**E. Certificate of Insurance****F. Certification of Good Standing****G. Risk Assessment Questionnaire****H. Administrative and Financial Management Policy and Procedure**



# Request for Proposals

## SELECTION OF CLEAN WATER SERVICE PROVIDERS FOR SEVEN VERMONT WATERSHED BASINS, PER ACT 76 OF 2019

**Release Date: February 3, 2020**

**Proposals Due: May 8, 2020**

**Contact for Proposals:** Chris Rottler, ANR, Department of Environmental Conservation,  
Watershed Investment Division, (802) 461-6051, [chris.rottler@vermont.gov](mailto:chris.rottler@vermont.gov)

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://www.vermontbidsystem.com> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.**

### **Introduction and Purpose**

The Clean Water Service Delivery Act of 2019 (Act 76) establishes a water quality project delivery framework to support Vermont's clean water goals. Act 76 establishes new regional organizations called Clean Water Service Providers (CWSPs). With policy and priority support setting from their related Basin Water Quality Councils (BWQCs), CWSPs will administer formula-based State grants for the purpose of identifying, constructing, and maintaining non-regulatory water quality projects necessary to achieve the Lake Champlain and Lake Memphremagog phosphorus TMDLs and other pollutant reduction targets both inside and beyond these specific basins. Formula grants received by CWSPs will be based on a standard allocation reflecting targets for non-regulatory phosphorus and other pollutant reductions to be established by the State of Vermont for all basins. Operation and maintenance funds will also be provided to CWSPs as a formula grant, based on projects implemented. CWSPs will neither be restricted from applying for other competitive grants, nor receive preference for receiving other competitive grants simply on the basis of being a CWSP.

Pursuant to Act 76, in 2023 the State will publish a schedule of additional impaired waters for which non-regulatory pollution reduction targets are to be established in other basins. CWSPs will also be eligible to receive formula grants for work in their assigned basin once these targets are established, and the Vermont Clean Water Board recommends funding allocations. Once selected, and beginning SFY2022, CWSPs will receive formula grants for clean water implementation work, to address phosphorus, and in future years, for other impairments subject to the above-mentioned schedule. CWSPs, where active, will also serve to coordinate statutory partner engagement and BWQC engagement in the tactical basin planning process, with support from the State's basin planning staff.

Act 76 does not prescribe the type of host organization that may serve as CWSPs, nor all their capabilities. Considering that significant State resources from the Clean Water Fund will be directed to CWSPs in a formulaic manner, the State is establishing base-level capabilities that will be examined by this RFP in order to direct the selection of CWSPs. These criteria were developed by considering existing requirements for State granting and contracting pursuant to the Vermont Agency of Administration's policies. The criteria were further informed by a detailed examination of the process by which the Vermont Agency of Human Services appoints "Designated Agencies" who serve to implement public health services in a decentralized manner, similar to the intent of Act 76. Lastly, these criteria were developed in consultation with an advisory stakeholder group, and finally, a draft of this RFP was made available for public comment. Key qualifications sought, as outlined in the selection criteria below, include experience in grants and contracting management, experience in facilitating multi-stakeholder decision-making, technical and project management capacity to oversee and ensure project delivery and maintenance, and strong experience with existing relevant partner networks.

The outcome of this RFP will be the selection of entities that will serve as a CWSP for one or more of seven planning basins in the State of Vermont: Lamoille, Memphremagog, Mississquoi, North Lake, Otter Creek, South Lake, and Winooski (see Appendix 1 for a map and list of the basins). Once selected by this RFP, CWSPs will be proposed for assignment in a new chapter of the Vermont Environmental Protection Rules, required to be promulgated by Nov. 1, 2020 under Vermont's Administrative Procedures Act. Applicants may propose to serve as a CWSP for a single planning basin, or a set of planning basins. Entities that are selected and assigned as a CWSP may, upon mutual agreement of the CWSP and State, serve as a CWSP on an interim basis in any other basin should a vacancy emerge. CWSPs shall be required to support distinct BWQCs for each basin they propose to service.

More information about Act 76, planning basins, non-regulatory projects, CWSPs and BWQCs, may be found here: <https://dec.vermont.gov/water-investment/statutes-rules-policies/act-76>.

### **Scope of Work**

DEC seeks proposals for the following:

The successful applicants will administer formula grant funded programs under 10 VSA §925, the operation and maintenance funding under 10 VSA §1389(e), and other applicable funding within Act 76 in one or more watershed basins. In collaboration with BWQCs and with technical and financial support from the State, successful applicants will have responsibility for overseeing project identification, prioritization, development/design, construction, verification, inspection, and operation and maintenance to be administered in accordance with statute, DEC rules, guidance, and grant documents. Basin specific pollution reduction values and allowable project costs to determine formula grant amounts will be developed by November, 2021 for Lake Champlain, by November, 2022 for Lake Memphremagog, and pursuant to the schedule required by November, 2023 for all other previously listed impaired waters. While the statutory deadline for developing basin-specific pollution reduction values for the Memphremagog basin is 2022, the Department will strive to complete this work in concert with the target-setting work for Lake Champlain basins (i.e., by November 2021).

Applicants interested in serving as a Clean Water Service Provider shall submit a proposal that addresses their plan for/commitment to the following:



**1) Responsibilities of a Provider: Adherence to Applicable Law, Rulemaking and Guidance**

Per Act 76 of 2019, the State of Vermont's Department of Environmental Conservation shall adopt rules and develop guidance, instructing and informing CWSPs of their responsibilities and requirements. Act 76 states that, in collaboration with the BWQC and with technical and financial support of the State, CWSPs shall be required to oversee the identification, prioritization, development, construction, verification, inspection, operation and maintenance of clean water projects in accordance with the requirements of the subchapter.

The forthcoming rules and guidance will address all areas covered by Act 76, including CWSP governance principles (such as site control, dispute resolution, procurement, payment, fiscal management, audits, compliance with Vermont's Open Meetings laws, non-discrimination, and decertification, among other topics), the process for project selection, anticipated design life for maintenance and operation purposes, and other requirements to implement the goals of pollution reduction through non-regulatory projects. Selected entities that agree to be CWSPs will need to comply with the final rules and guidance, as a condition of relevant grants issued under Act 76. The expected timeframe for adoption of rules is November, 2020.

**2) Program Delivery**

Applicants shall describe their plan/vision for how they will implement the requirements and responsibilities of being a CWSP in the basin or basins for which they are applying. While most of these concepts will be addressed by the rule and guidance that is issued by the State, at a minimum, the plan should address non-regulatory project identification, prioritization, selection, maintenance, reporting, and governance, including staffing, project tracking, subgrantee selection and payment. While many of these efforts will be done in cooperation with the BWQC and with technical and financial assistance from the State, applicants should focus on demonstrating knowledge of key concepts, a vision for implementation, and presenting a feasible plan that is efficient and effective. Program delivery might include sub-granting or sub-contracting CWSP work to eligible entities.

**3) Basin Water Quality Councils**

Act 76 says that a CWSP designated under the Act shall establish a BWQC for each basin in which a CWSP operates. Successful applicants will be expected to develop their BWQC in accordance applicable statute, rules and guidance. Per §924(g)(1) of Act 76: "The purpose of a basin water quality council is to establish policy and make decisions for the clean water service provider regarding the most significant water quality impairments that exist in the basin and prioritize the project that will address those impairments based on the basin plan." The membership of the BWQC should have sufficient technical ability and diversity to achieve this purpose, as required by law. By statute, a BWQC includes a minimum of two persons representing of the natural resource conservation districts in that basin; two persons representing regional planning commissions in that basin; two persons representing local watershed organizations; one representative for an applicable statewide land conservation organization; and two persons representing municipalities from that basin.



## 4) Payment

Program delivery costs, including those costs incurred by subcontractors and subgrantees cannot collectively exceed 15% of the formula grant, per 10 VSA §925. Note that the Agency's Clean Water Initiative Program's current funding policy can be found in their FY20 Funding Policy Document, which is updated annually, here: [https://dec.vermont.gov/sites/dec/files/WID/CWIP/2019-08-15\\_FINAL\\_FY20\\_CWIPFundingPolicy.pdf](https://dec.vermont.gov/sites/dec/files/WID/CWIP/2019-08-15_FINAL_FY20_CWIPFundingPolicy.pdf). This document contains examples of currently eligible costs. It is expected that there will be 'start-up' funds for CWSPs assigned as a result of this RFP. Recognizing that formula grants will not be available until SFY22, the Agency is considering approaches for supporting start-up funds during the latter half of SFY21. Payment for project implementation for phosphorus reduction projects will follow a formula, based on the number of pounds of phosphorus the project is designed to capture. Payment for operations and maintenance will follow a separate schedule that will be established in the forthcoming rule/guidance.

See Deliverables Table in **Deadlines and Content of Proposals** section for all deliverables that must be included in the proposal.

**Funding and Method of Payment**

No funding is to be immediately awarded under this RFP. However, entities identified and subsequently assigned by rule as a CWSP will have access to available start-up funding from the Clean Water Fund to initiate operations and work with the Agency in the development of relevant aspects Act 76, after the rule is adopted. Funding availability is subject to recommendations from the Clean Water Board and Governor, as appropriated by the General Assembly.

**Project Timeline**

CWSPs service will be governed by the forthcoming CWSP rulemaking and guidance document. The ongoing service of a CWSP will be subject to periodic reviews, to be established in the forthcoming rulemaking. It is anticipated that CWSPs selected under this RFP may be eligible to serve for a defined period of time that can be renewed subject to a review process (likely to be five years), or until circumstances require selection of a different CWSP. The actual period of service may align with the issuance of the interim or final tactical basin plan for the basin in question, so actual service term for the first CWSP term of operation will vary depending on where the tactical basin plan is currently in this process. Act 76, at §924(f), spells out the accountability of CWSPs to achieve pollutant reductions, including those options the Secretary may undertake for redress. Specific deliverable deadlines and payments will be established by rule and guidance and incorporated into grants to be issued to CWSPs.

**Procurement**

Awardees will be expected to maintain written procedures for procurement transactions. Any equipment, supplies, and/or services procured outside of an awardee's organization will need to be obtained per the awardee's procurement or purchasing policy.

## Deadlines and Content of Proposals

- Questions: All questions are required to be submitted electronically via email to Chris Rottler at [chris.rottler@vermont.gov](mailto:chris.rottler@vermont.gov) by **April 16, 2020 at 12:00 pm (noon) EDT** using the subject line *"CWSP RFP Questions."*
- Submittal: All proposals must be submitted electronically via email to Chris Rottler by **May 8, 2020, at 4:00 pm EDT** using the subject line *"CWSP RFP Proposal."*
- Bid opening: Proposals are anticipated to be opened **May 11, at 9:00 am EDT**.
- Notification: Proposal preliminarily accepted by the State are anticipated to be notified no later than **May 20, 2020**.

### **All proposals must include the following information:**

- a) Proposals must clearly address each of the selection criteria identified in this RFP below.
- b) Proposals must identify the basin or basins for which the applicant is seeking to serve as a CWSP.
- c) A detailed scope of work, no more than 10 pages in length, describing how the deliverables will be met.
 

The plan shall include at a minimum:

  - A proposal for how the entity will implement the items listed in the Scope of Work section, above, including how the applicant will oversee identification, prioritization, development, construction, verification, inspection, operation, and maintenance of clean water projects
  - A description of support systems – systems currently in use or proposed by the applicant to support their IT and financial systems, and, and a statement committing to use DEC-developed IT solutions for project tracking and reporting.
  - A description of current and proposed staffing and partnerships to meet CWSP obligations
  - A description of current or proposed operating policies, including internal controls, personnel, procurement, accounts payable, accounts receivable, fixed assets, reconciliation, governing board oversight (for corporate/corporate non-profit entities), records, implementation of Vermont Open Meetings laws, and payroll. Documented policies may replace descriptions as appropriate.
  - Identify staff and organization experience with facilitation, consensus building, water quality projects, and project management.
- d) Qualifications, experience, or other criteria qualifying the applicant to perform the scope of work described above in the particular basin(s) for which they are applying.
- e) Information showing that the applicant is solvent, liquid, and not overly leveraged, including financial statements for the last three years of operations (audited, if available).
- f) Letters of reference/support from at least three entities eligible to serve as a member of the basin's BWQC. Letters from a diversity of entities are encouraged. Additional references/letters from other entities, such as from may also be submitted.
- g) A statement identifying individuals who were involved in the preparation of the proposal as well as a single point of contact.
- h) A detailed description of the organization's experience with grant management and project staff qualifications and experience. This can include resumes, reports, and descriptions of expertise.
- i) A detailed description of the organization's experience with facilitation, consensus building, project management and project staff qualifications and experience. This can include resumes, reports, and descriptions of expertise.
- j) A detailed description of the organization's experience with water quality projects, including non-regulatory project implementation.

- k) A certificate of insurance, indicating that the entity or entities have met the insurance requirements listed in Attachment C. Professional liability insurance may be required for CWSPs or their subcontractors/subgrantees; proof of professional liability coverage is not required at this time.
- l) A completed Certification of Good Standing (Appendix 2, see attached).
- m) A completed Risk Assessment Questionnaire (Appendix 3, see attached).

### **Selection Criteria**

Proposals will be reviewed and evaluated by three or more DEC staff members. Applications will be reviewed on a basin by basin basis; applicants will only be evaluated against other applicants for the same basin. Selection will be based on the following criteria:

- **30 points – Operations Plan/Vision**
  - Scope of work, per the requirements in this RFP
  - Support systems – IT/project tracking
  - Existing operating policies or plan for developing same
  - Existing or planned staffing, including their experience overseeing the identification, design and construction of water quality projects, project management, and meeting facilitation and consensus building.
- **20 points – Experience in/Plan for Project Management**
  - Experience in managing multiple projects with overlapping timelines
  - Approach for ensuring complete and on-time deliverables
  - Facilitating and organizing meetings
  - Strong financial management experience
  - Project accounting and reporting
- **15 points -- Experience in/Plan for Grant Management**
  - Procurement, contracting and disbursement/management of subgrants or subcontracts
  - Management of received grants and contracts, and experience with implementation as well as financial performance reporting
- **15 points – Technical Capacity**
  - Ability to ensure quality control over projects or subcontract/subgrant to do same
  - Ability to ensure development, implementation, operation and maintenance of impactful and cost-effective water quality projects or subcontract/subaward to do same.
- **20 points – Letters of Reference/Support**

Should there be a need in any given basin, a CWSP from a different basin will be eligible to implement projects in that other basin, as determined by the State. Factors that the State will consider in selecting the backup CWSP include geographic location, fiscal condition of the CWSP, familiarity of the CWSP with the other basin, past service of the CWSP in their own basin, and capacity.

Applicants may be asked to interview with the selection team as a part of the selection process. If this occurs, questions will be provided ahead of time. The decision to interview applicants will be made on a basin by basin basis.

### **Eligibility**

Successful applicants shall at a minimum, demonstrate that they are solvent, sufficiently liquid, and not overly leveraged. Applicants shall provide applicable financial statements, including a: Profit/Loss Sheet, Balance Sheet, and a Form 990. Audited financial statements are preferred, if available.

A current Vermont state employee responding to this RFP as a sole proprietor or owner of other form of business must obtain a waiver from the Vermont Department of Human Resources prior to entering into contract with the State.

### **Reservation of State's Rights**

The State reserves the right:

- to accept or reject any and all bids, in whole or in part, with or without cause in the best interest of the State;
- waive technicalities in submissions; (A technicality is a minor deviation from the requirements of an RFP that does not impact the substantive terms of the bid/RFP and can be considered without a material impact on the RFP process, etc.). If uncertain of whether a condition qualifies as a technicality, consult with the Office of Professional Conduct (OPC) or Attorney General's Office (AGO) for clarification. For example, a late bid is NOT considered a technicality;
- to make purchases outside of the awarded contracts where it is deemed in the best interest of the State; and
- to obtain clarification or additional information.

### **Insurance**

Respondents to this RFP should be aware that they will need to agree to the State of Vermont Customary Contract Provisions (Attachment C) in order to execute an agreement for this project.

Special care should be paid to Workers' Compensation coverage for out-of-state Vendors. Vermont statute requires insurance carriers be specifically licensed to write Workers' Compensation coverage in Vermont. Out-of-state Vendors may have Workers' Compensation coverage valid in their home state, but their carrier may not be licensed to cover workers' compensation for work actually performed by their employees in Vermont.

### **Confidentiality**

After conclusion of the contracting process, Proposals are a matter of public record. If an application includes material considered by the applicant to be proprietary and confidential under 1 V.S.A., Chapter 5, the application shall clearly designate the material as such and explain why such material should be considered confidential. The Vendor must identify each page or section of the Proposal that it believes is proprietary and

confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the applicant if the identified material were to be released.

Under no circumstances shall the entire Proposal be designated as proprietary or confidential. If the Vendor marks portions of the Proposal confidential, the Vendor shall provide a redacted version of the Proposal for release to the public. Notwithstanding the above, the Secretary has an independent obligation under Vermont law to determine whether any proposal material is subject to public inspection and copying upon request, which may include material that has otherwise been designated as proprietary and confidential by the Vendor. The Vendor's designation of material as proprietary and confidential, and submission of a redacted Proposal, are provided to the Secretary for informational purposes in the event the Agency receives a public records request and will not result in withholding of materials by the Secretary unless expressly supported by Vermont law.

### **Attachments**

- SFA – Standard Grant Agreement (template)
- Attachment C – Standard State Provisions for Contracts and Grants, Revised December 15, 2017
- Appendix 1 – Map of Vermont Watershed Planning Basins
- Appendix 2 - Act 154 Good Standing Certification
- Appendix 3 – Risk Assessment Questionnaire



## SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and \_\_\_\_\_ with principal place of business at \_\_\_\_\_ (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 a \_\_\_\_\_. 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 Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed \_\_\_\_\_. A detailed summary of the budget for this project can be found in Attachment B. 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 on \_\_\_\_\_.
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 be 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 \_\_\_\_\_ days in advance.
11. Fiscal Year: The Grantee's fiscal year starts \_\_\_\_\_ and ends \_\_\_\_\_.
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
  - Request for Approval to Subgrant/Subcontract

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

**STATE OF VERMONT**

**GRANTEE**

**By:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

**Commissioner**

**Name: (Print)** \_\_\_\_\_

**Dept. of Environmental Conservation**

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

**Attachment A**  
**Scope of Work to be Performed**

<b>Part or All of the Scope May be Subcontracted with Written Prior Approval from the State</b>
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Attachment A of a Standard State Grant Agreement describes the nature and extent of the Grantee's obligations. This is the most important part of the agreement. To avoid problems later, you should make the description clear, unambiguous and complete. Specify all performances and products to be delivered. Avoid "legalese"; plain English is sufficient and preferred.

The following checklist should be helpful in writing specifications:

1. Does the work statement let the Grantee know what is ahead? Is it specific enough to allow the Grantee to make a list of human resources and, if necessary, special facilities, equipment, subcontracts and/or consultants needed to accomplish the work?
2. Is general and background information separated from directions to the Grantee and required performance? The minimum that the Grantee is expected to do should be clearly described.
3. Have the granting agency's responsibilities to the Grantee been clearly identified? If not, the state could find it more difficult to enforce its rights under the grant agreement.
4. Will it be possible to measure performance? Are the end results and specific duties of the Grantee stated in such a way that he/she/it knows what is required and the grantor official who orders payment can tell whether payment is due? Have the type and quantity of reports required of the Grantee (technical, financial, progress, etc.) been described and specified? Is there a date for each task or outcome the Grantee must deliver? These measures and details are crucial so that both programmatic and financial site audits - if required- are performed and that there are specific items/ tasks set forth in the grant agreement to verify and hold accountable for.



**Attachment B**  
Payment Provisions

See Payment Schedule in Attachment A

This grant is a performance based grant. Payments made to the grantee by the State are based on the successful completion of performance measures. Successful completion of each measure is clearly outlined in the scope of work. If the grantee is unable to obtain successful completion of a performance measure within the terms and conditions of the grant agreement, the Grantee may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

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:

<b>Risk Level</b>	<b>Monitoring Requirements</b>
Low	- Final performance report required.
Moderate	- 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.
High	- 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.

- 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:

Department:

Address:

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 filled out entirely before payment is released*

Grantee Name:

Grant #:                      Purchase Order #:                      Payment#:                      Amount Requested:

### Performance Measures and Deliverables:

Performance Measure and Submitted Deliverable	Budget Amount	Amount Requested	Remaining Amount	Total Match Documented (if applicable, use total from Form 430-M)	Match Committed (if applicable)
1 –	\$	\$	\$	\$	
2 –	\$	\$	\$	\$	
3 –	\$	\$	\$	\$	
4 -	\$	\$	\$	\$	
5 – Final report.	\$	\$	\$	\$	
<b>Total</b>	\$	\$	\$	\$	\$

### Approvals for Payment

Signed by:

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

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

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

State's Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

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

DEC Financial Operations: \_\_\_\_\_ Date: \_\_\_\_\_

*The DEC Financial Operations processed the current invoice for payment on signed date.*

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

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

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

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

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

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

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

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

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

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

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

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

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

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

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

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

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

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

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

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

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

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

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

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

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

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

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed

by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

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

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or

not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

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

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)



### Attachment D Other Grant Agreement Provisions

Many grant agreements can be fully described using the materials described in preceding appendices to this bulletin. In some cases, however, agencies will want to add specially tailored provisions not available on preprinted forms or in the main agreement itself. In addition, when granting for professional services, agencies will be required (absent an appropriate waiver) to include a professional liability insurance provision. Attachment D of the Grant Agreement, "Other Provisions", should be used for this purpose. Some possible "Other Provisions" are suggested below.

1. **Cost of Materials:** Grantees will not buy materials and resell to the State at a profit.
2. **Identity of workers:** The Grantee will assign the following individuals to the services to be performed under the provisions of this Agreement, and these individuals shall be considered essential to performance. [cite individuals]. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the Agreement.
3. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
4. **Ownership of Equipment:** Any equipment purchased or furnished to the Grantee by the State under this Grant Agreements provided on a loan basis only and remains the property of the State.
5. **Legal Services:** If the Grantee will be providing legal services under this Grant Agreement, Grantee agrees that during the term of the Grant Agreement he or she will not represent anyone in a matter, proceeding, or lawsuit against the State of Vermont or any of its agencies or instrumentalities. After termination of this Grant Agreement, Grantee also agrees that he or she will not represent anyone in a matter, proceeding, or lawsuit substantially related to this Grant Agreement.
6. **Compliance with other laws:** The Grantee agrees to comply with the requirements of [*list specific applicable federal or state statutory or regulatory provisions*], and agrees further to include a similar provision in any and all subcontracts. **Comment:** *Use this clause to refer to any statutory or regulatory provisions that must by law, Contract condition or otherwise, be included in the wording of the contract. This may include in particular cases the provisions of the Federal Rehabilitation Act of 1973 (Sec. 504), as amended; the Age Discrimination Act of 1975; and the Civil Rights Act of 1964.*
7. **Confidentiality:** Sometimes agencies have legitimate needs to protect confidential information. The RFP can require Grantees to maintain confidentiality, although the contract ultimately should duplicate this requirement. Conversely, bidders sometimes want to know how the State will treat the bidder's proprietary information. The RFP should state whether such information will be returned or retained by the agency.
8. **Individually identifying information:** Grantee must not use or disclose any individually identifying information that pursuant to this contract is disclosed by the State to the Grantee, created by the Grantee on behalf of the State, or used by the Grantee for any

purpose other than to complete the work specifications of this Contract unless such use or disclosure is required by law, or when Grantee obtains permission in writing from the State to use or disclose the information and this written permission is in accordance with federal and state law.

9. **Progress reports:** The Grantee shall submit progress reports to the State according to the following schedule. *[insert schedule]* Each report shall describe the status of the Grantee's performance since the preceding report and the progress expected to be made in the next successive period. Each report shall describe Grantee activities by reference to the work specifications contained in Attachment A of this contract and shall include a statement of work hours expended, expenses incurred, bills submitted, and payments made. **Comment:** *This clause may be used either in Attachment A (Specifications of Work to be Performed) or here. It provides information for interim evaluation of the Grantee's work and assists in detecting difficulties that may lead to necessary modification or cancellation of the contract. If payments are to be conditioned on receipt of progress reports, this should be clearly set forth in Attachment B: Payment Provisions.*
10. **Grantee's Liens:** Grantee will discharge any and all contractors or mechanics' liens imposed on property of the State through the actions of subcontractors. 20
11. **Performance Bond:** The Grantee shall, prior to commencing work under this Grant Agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the Grant Agreement by the Grantee and payment of all subcontractors, suppliers and employees.
12. **Professional Liability Insurance:** Before commencing work on this Grant Agreement and throughout the term of this Grant Agreement, Grantee shall procure and maintain professional liability insurance for any and all services performed under this Grant Agreement, with minimum coverage of \$\_\_\_\_\_ per occurrence.
13. **State Minimum Wage** – The Grantee will comply with state minimum wage laws and regulations, if applicable.
14. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
15. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of their Equal Opportunity Plan.
16. **Supplanting:** If required, the Grantee will submit a Certification that funds will not be used to supplant local or other funding.
17. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in OMB Circular A-87 (for State and Local Governments including schools), A-122 (for Non Profit organizations), or A-21 (for Higher Education Institutions) as appropriate for the Grantee type of organization.
18. **Compliance with Administrative Regulations:** Grantee shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or A-110 (Institutions of Higher Education, Hospitals, and Non Profit organizations) as appropriate for the Grantee's type of organization .

**Department of Environmental Conservation  
Request for Approval to Subgrant/Subcontract**

Date of Request:	
Original Grantee/Contractor:	
Address:	
Phone Number:	
Agreement #:	

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount::	\$

<b>Original Grantee/Contractor Signature:</b>	
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 23).	

DEC Business Office Review

**Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***On the reverse side of this form there is guidance about language that must be included by the contractor in subcontracting agreements.***

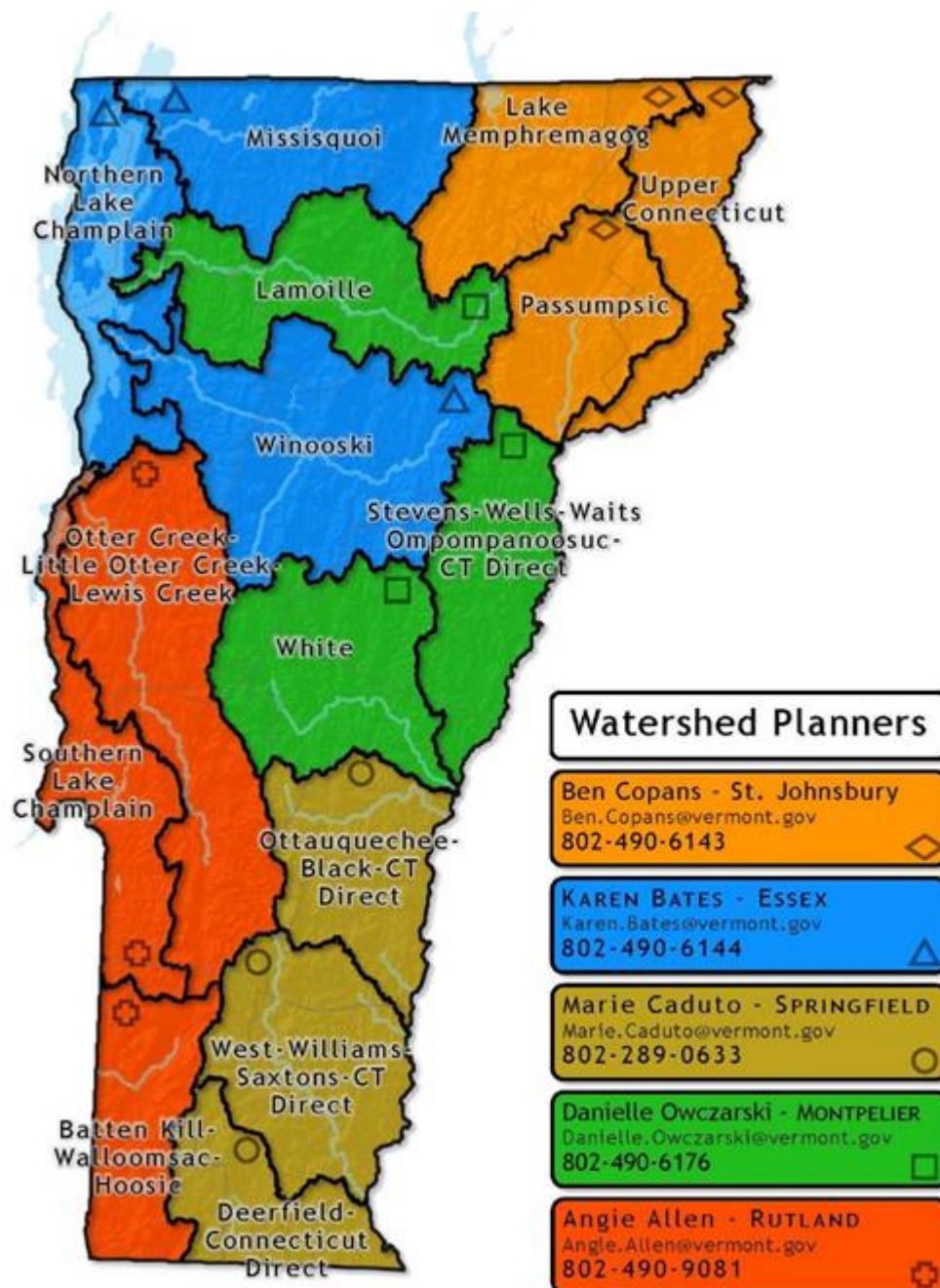
***Per Attachment C, subcontractors must include standard language from Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont***

**1. 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").

Appendix 1  
Vermont Watershed Planning Basins



**Appendix 2**  
**Act 154 Good Standing Certification**

**Applicant Name** \_\_\_\_\_

**Address** \_\_\_\_\_

As an authorized representative of the grant applicant and in accordance with Act 154 of 2016, Section 13\*, I hereby certify on behalf of the Applicant that

(check one):

☐

The Applicant is currently in “good standing” with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets. The Applicant is not a named party in any administrative order, consent decree, or judicial order relating to Vermont water quality standards issued by the State or any of its agencies or departments and is in compliance with all federal and State water quality laws and regulations.

Further, the Applicant will notify the State agency or department administering this State-funded grant if no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets at any time prior to or during implementation of this State-funded award.

☐

I am not able to certify that the Applicant is in “good standing” with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets for the following reasons:

\*A copy of Section 13 is on the opposite side of this Certificate or can be found at [http://finance.vermont.gov/sites/finance/files/documents/Forms/Grant\\_Recipients/FIN-Act\\_154\\_Section\\_13.pdf](http://finance.vermont.gov/sites/finance/files/documents/Forms/Grant_Recipients/FIN-Act_154_Section_13.pdf). Any person should first review and understand applicable terms, instructions and potential consequences in Section 13, including the definition of “Applicant” for purposes of this Certificate.

<b>Name</b>	<b>Title</b>
<b>Signature</b>	<b>Date</b>

This form must be completed and signed by an authorized official of the grant applicant organization.

Issued: April 2018

**Section 13 of Act 154 of 2016 – Certification for Grants**

SECRETARY OF ADMINISTRATION;  
 WATER QUALITY STANDARDS  
 CERTIFICATION FOR STATE-FUNDED  
 GRANTS; REPORT

(a) As used in this section:

(1) “Applicant” shall include all entities, including businesses in which the applicant has a greater than 10 percent interest, or land owned or controlled by the applicant.

(2) “Good standing” means the applicant:

(A) is not a named party in any administrative order, consent decree, or judicial order relating to Vermont water quality standards issued by the State or any of its agencies or departments; and

(B) is in compliance with all federal and State water quality laws and regulations.

(b) (1) The Secretary of Administration shall amend the Standard State Provisions for Contracts and Grants, referred to as Attachment C to Administrative Bulletin 5, to require an applicant for a State-funded grant to certify, under penalty of perjury, that the applicant is in good standing with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets.  
 (2) The requirement under this subsection shall allow for an attachment or include space for an applicant who cannot certify under subdivision (1) of this subsection to explain the circumstances surrounding the applicant’s inability to certify under subdivision (1) of this subsection.

(3) At any time prior to the award of a State-funded grant or during implementation of a State-funded grant, an applicant shall notify the State agency or department administering the State-funded grant if the applicant is no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets.

(c) A State agency or department may consider an applicant’s certification or explanation under subsection (b) of this section in determining whether or not to award a State-

funded grant to the applicant.

(d) (1) If a State-funded grant applicant knowingly provides a false certification or explanation under subsection (b) of this section or fails to notify the State agency or department administering the State-funded grant if the applicant is no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets as required in subdivision (b)(3) of this section, the State or its agencies or departments may:

(A) seek to recover the grant award; and

(B) deny any future grant award to the applicant, based on the false certification or explanation or failure to notify, for up to five years.

2) In recovering a grant award under this section, the State or its agencies or departments shall be entitled to costs and expenses, including attorney’s fees.

(e) This section shall not apply to federally funded grants, contracts, or tax credits or federal or State loan programs.

(f) On or before January 15, 2021, the Secretary of Administration shall submit a report to the House Committees on Fish, Wildlife and Water Resources and on Commerce and Economic Development and the Senate Committees on Natural Resources and Energy and on Economic Development, Housing and General Affairs regarding methods to require all economic development assistance applications to include a certification that the applicant is not in violation of the requirements of programs enforced by the Agency of Natural Resources under 10 V.S.A. § 8003(a). The report shall also include information regarding any enforcement action taken by the State or its agencies or departments under subsection (d) of this section.

## Appendix 3



## RISK ASSESSMENT QUESTIONNAIRE

The purpose of the risk assessment is to determine whether or not a potential grantee is financially stable and if the agency uses accounting systems that are adequate to meet the State of Vermont administrative requirements. Please complete the following questionnaire and have it signed by the Executive Director and Fiscal Officer for your organization.

Name of Entity Completing Questionnaire: \_\_\_\_\_

Question	Yes	No	N/A
1. Does your agency maintain documentation to substantiate the value of in-kind contributions?			
2. Does your agency use an electronic accounting software system (as opposed to manual)?			
3. Has your agency recently implemented any new or substantially changed systems, for example, financial management or accounting systems? (If yes, please explain.)			
4. Does the accounting system track receipts and disbursements by funding source			
5. Does your agency have a written Accounting and Financial Reporting policy?			
6. Does your agency have a written Personnel policy (to include travel reimbursement, fringe benefits, etc.)?			
7. Does your agency have a Financial Director, Financial Manager, Treasurer or equivalent? (If no, please identify the name and position of the employee(s) who is responsible for supervising the quality of accounting and financial reporting of an organization.			
8. Does your agency regularly monitor budgeted versus actual expenditures to ensure that cost categories aren't over-spent or under-spent?			



Question	Yes	No	N/A
9. Are all purchases made based on purchase requests/purchase orders which must first be approved by a responsible agency official? (If no, please explain.)			
10. Does your agency have written procurement procedures indicating which individuals are authorized to initiate a purchase request, the flow of documents, and the requested levels of approval?			
11. Does the agency have a system to track staff time spent on various grants/projects, for those employees whose salaries are allocated to more than one contract/grant?			
12. If your agency expended more than \$750,000 in federal funds during the previous fiscal year, did your agency have a Single Audit performed? If so, please include Single Audit Report with submittal of Risk Assessment Questionnaire.			
13. If there were any findings in the report, has your agency implemented action plans to address all findings? (If no, please explain.)			
14. Does your agency have a Policy and Procedures Manual that is made available and accessible to all employees?			
15. Has your agency executed any contracts or MOU's with any other governmental or non-governmental agencies in the past three years? (If yes, please describe.)			

I hereby certify that to the best of my knowledge and belief, the information provided in response to the foregoing questions is true and accurate.

\_\_\_\_\_  
Chief Officer Signature

\_\_\_\_\_  
Chief Fiscal Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Executive Committee**  
**DRAFT MINUTES**  
**March 2, 2020**

Present:

☒ Julie Potter  
☒ Dara Torre  
☒ Gerry D'Amico

☒ Laura Hill-Eubanks  
☒ Steve Lotspeich

☐ Michael Gray  
☐ Janet Shatney

Staff: Bonnie Waninger, Nancy Chartrand

**Call to Order**

Chair Hill-Eubanks called the meeting to order at 4:06 pm. Quorum was present to conduct business.

**Adjustments to the Agenda**

None

**Public Comment**

None

**Financial Report**

Not available at this time

**Contract/Agreement Authorization**

Waninger provided overviews of the agreements and amendments in the packet for signature. Discussion ensued regarding permitting, match, and billing timeframes.

Southern Windsor County Regional Planning Commission – Design/Implementation Block Grant

*G. D'Amico moved to authorize the Executive Director to sign the agreement; J. Potter seconded. Motion carried.*

Vermont Department of Public Safety – Emergency Management Performance Grant – Amendment #1

*J. Potter moved to authorize the Executive Director to sign the EMPG agreement amendment; G. D'Amico seconded. Motion carried.*

MVP – Flexible Spending Account (FSA)

Chartrand provided and overview of the FSA for Dependent Care Reimbursement needing to be changed to a new provider due to health care provider changes. Discussion ensued regarding the resolution and if Executive Committee could sign in lieu of the Board. It was concurred that they could.

1 *S. Lotspeich moved to authorize the Executive Director to sign the Executive Agreement and Certificate of*  
2 *Resolution for Central Vermont Planning Commission's FSA Plan, effective January 1, 2020; D. Torre*  
3 *seconded. Motion carried.*

#### 4 5 **Revised FFY20 Transportation Planning Initiative Budget Adjustment**

6 Waninger advised that when the original adjustment was submitted to VTrans, that they requested a  
7 revised adjustment due to an error in the original application. Staff also identified the reallocation of  
8 hours was incorrect and billing rates needed to be updated to 1/1/20 billing rates vs. 2019 rates.  
9 Additional information was provided about the individual adjustments. Discussion ensued regarding  
10 the number of times the TPI budget could be adjusted and it was confirmed that two adjustments were  
11 the norm.

12  
13 *D. Torre moved to approve the CVRPC FFY20 Transportation Planning Initiative (TPI) agreement budget*  
14 *adjustment 1; S. Lotspeich seconded. Motion carried.*

#### 15 16 **FY21 VISTA Member Letter of Support**

17 Waninger provided an overview of our involvement in the VISTA program and the 3-year award which  
18 requires an annual application throughout that time frame; as well as the plan for involvement for the  
19 coming year. There was further discussion regarding the potential budget implications of following  
20 through with the application, and that is currently pending.

21  
22 It was suggested that the wording in paragraph 2 of the letter be amended to read "Our Executive  
23 Committee is enthusiastic about hosting a VISTA member to further these activities to shape new  
24 programs and building tools and templates that increase capacity in these areas".

25  
26 *J. Potter moved to authorize the VISTA volunteer letter as amended. G. D'Amico seconded. Motion*  
27 *carried.*

#### 28 29 **FY20 Budget Adjustment**

30 Waninger provided an overview of the need to adjust and outlined new contracts in the budget and  
31 truing up of balances of existing contracts. It was noted page 70 line 51 (Plotter) needs to be moved to  
32 Page 70 line 43 (Capital Non-Billable). Discussion ensued regarding reserve fund building and hiring  
33 additional staff. On page 66, lines 44-46 it was noted that the totals were incorrect and based on FY19  
34 budget, not FY20. Appropriate changes were discussed and the lines corrected.

35  
36 *J. Potter moved to adopt the FY20 budget adjustment as corrected; G. D'Amico seconded. Motion*  
37 *carried.*

#### 38 39 **FY21 Budget**

40 Waninger provided an overview of the first draft of the FY21 budget. Normal expenses with anticipated  
41 revenues are outlined in this draft and expenses have not been drawn down pending more information  
42 on legislative funding. The next draft will hone in more on expenses to bring them more in alignment  
43 with revenues. Discussion on grants, billables and staff coverage ensued.

**Consent Items**

*S. Lotspeich moved to approve the February 3, 2020 minutes as drafted; D. Torre seconded. Motion carried.*

**Commission Meeting Agenda**

Waninger advised that an updated Board of Commissioner's agenda was distributed at the start of the meeting, which removes the Grant Application Authorization (USDA Rural Business Development Grant) and moved Commissioner updates into the Regional Plan discussion requesting they share municipal needs, challenges and success to help inform the new Regional Plan vision and process. Discussion ensued regarding the wording of the agenda item.

There was consensus on moving forward with the exercise that the agenda item outlines and ensuring a memorandum goes out in advance that clearly outlines the anticipated process for the exercise. There was also a request that the revised agenda be shared with the Committee after the memorandum has been drafted.

*J. Potter moved to approve the Board of Commissioner's agenda conceptually and leave it to staff to make final adjustments; G. D'Amico seconded. Motion carried.*

**Executive Director Annual Evaluation**

Hill-Eubanks provided an overview of the revised schedule in the packet. There was discussion on whether it is important to have it all completed in April, Waninger advised that it could be postponed to May meeting without causing any issue due to current budget projections.

There was consensus on the revised schedule and it was requested that Chartrand will send out reminders on the schedule.

**Executive Session**

No executive session was needed.

**Adjourn**

*S. Lotspeich moved to adjourn at 6:09 pm; D. Torre seconded. Motion carried.*

Respectfully submitted,

Nancy Chartrand  
Office Manager

1                   **CENTRAL VERMONT REGIONAL PLANNING COMMISSION**2                               **Executive Committee**3                                   **DRAFT MINUTES**4                               **March 10, 2020 Special Meeting**

## 5   Present:

☒ Julie Potter☒ Laura Hill-Eubanks☒ Michael Gray☒ Dara Torre☒ Steve Lotspeich☒ Janet Shatney☒ Gerry D'Amico6  
7   Staff: Bonnie Waninger8  
9   **Call to Order**

10   Chair Hill-Eubanks called the meeting to order at 6:15 pm

11  
12   **Adjustments to the Agenda**

13   None

14  
15   **Public Comment**

16   None

17  
18   **Contract/Agreement Authorization**19   *S Lotspeich moved to authorize the Executive Director to sign the FFY20 Transportation Planning*  
20   *Initiative Amendment 1; seconded by J D'Amico. Motion carried.*21  
22   **Adjourn**23   *J Shatney moved to adjourn at 6:25 pm; D Torre seconded. Motion carried.*  
24

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Executive Committee**  
**DRAFT MINUTES**  
**March 30, 2020 Special Meeting**

Present:

<input checked="" type="checkbox"/> Julie Potter	<input checked="" type="checkbox"/> Laura Hill-Eubanks	<input checked="" type="checkbox"/> Michael Gray
<input checked="" type="checkbox"/> Dara Torre	<input checked="" type="checkbox"/> Steve Lotspeich	<input checked="" type="checkbox"/> Janet Shatney
<input checked="" type="checkbox"/> Gerry D'Amico		

Staff: Bonnie Waninger, Nancy Chartrand

**Call to Order**

Chair Hill-Eubanks called the meeting to order at 3:05 pm. S. Lotspeich joined the call at 3:34 pm.

**Adjustments to the Agenda**

Waninger requested to remove implement temporary leave donation program.

**Public Comment**

None

**Contract/Agreement Authorization**

Waninger provided an overview of the contract amendment. The State offered \$35,000 in additional funds based on additional ideas submitted by Clare Rock and based on CVRPC's success working with municipalities. The additional funds will support: 1) developing guidance on how municipalities can support the forest product industry, and 2) working with additional municipalities on forest integrity language for municipal plans. Roughly \$20,000 will be sub-granted to other RPC for technical assistance to municipalities.

*J. D'Amico moved to authorize the Executive Director to sign the Department of Forests, Parks & Recreation – Forest Integrity Amendment #2; seconded by J. Shatney. Motion carried.*

**COVID-19 Response**

Update on continuity of operations

Waninger provided details on current response. All staff are working remotely with the Director and Office Manager taking turns coming into the office. Staff will be in the office two times per week. Building is currently locked down. PO Box has been set up for 6-months due to carrier not being able to get into the building. Remote work is going well with the largest challenge being staff who also serve as primary childcare provider. All staff maintain core work hours of 8:00 – 11:00 am. Staff meetings are held twice a week via video to keep each other updated on COVID group participation, projects/tasks. The Director also is checking in individually with each employee.

1 No agencies have extended contract deadlines yet. VAPDA has sent questions as a group to  
2 agencies about possible extensions. Also requested that the agencies think collectively about how  
3 they would like RPC's to assist. Agency of Transportation has reached out for potential help; what  
4 type of help yet is not known.

5 Two disasters are in underway: a health and human services disaster from the COVID virus and an  
6 economic disaster from the workforce and business consequences of a reduced workforce and  
7 shuttered businesses.

8  
9 Update on services to facilitate local, regional, and state response

10 Staff has not been called to State Emergency Operations Center (SEOC) yet. Offering free mapping  
11 to municipalities for COVID response. Staff monitor state agency calls and summarize information  
12 for municipalities. CVRPC is working on putting up COVID resources webpage. A behind-the-scenes  
13 recent platform update to our website may impact this.

14  
15 Staff also is involved in a regional response effort with area social service agencies, led by Capstone,  
16 Downstreet, and the Vermont Dept. of Health (Washington and Northern Orange Counties Regional  
17 Response Command Center). The effort is aimed at feeding and housing the most vulnerable. They  
18 are addressing housing of homeless individuals to accommodate social distancing. CVRPC's role is  
19 assisting with transportation needs.

20  
21 Adopt new or modified policies to address office closure

22 a. Personnel Policy Manual Modifications

23 *D. Torre moved to authorize a \$40.00 monthly technology stipend for employees while employees*  
24 *are required to work remotely due to the COVID 19 pandemic; M. Gray seconded. Motion carried.*

25  
26 b. Internal Control Modifications

27 Waninger provided an overview of the need for internal controls – reducing organizational risk by  
28 creating separation of duties. Controls were modified to address remote work. These are  
29 temporary measures through the COVID pandemic.

30  
31 Staff is exploring online bill payment and Bill Pay through the bank. Bill Pay will require providing  
32 the Secretary/Treasurer with access to CVRPC's bank account.

33  
34 Waninger confirmed CVRPC had only one credit card and one Staples card.

35  
36 *J. Potter moved to adopt modifications to internal controls update; J. Shatney seconded. Motion*  
37 *carried.*

38  
39 c. Credit Cards/Charge Accounts Policy and Procedure

40 Waninger advised the major change requested was that credit card could be used to pay regular bills  
41 if no e-check/bill pay capability available to accommodate remote work situation and contractor  
42 challenges.

1  
2 *J. D'Amico moved to adopt the Credit Cards/Charge Accounts Policy and Procedure*  
3 *as amended; M. Gray seconded. Motion carried.*  
4

5 **Upcoming Meetings**

6 Waninger advised next meeting is April 6<sup>th</sup>, a regular meeting. She requested the Committee set up a bi-  
7 weekly special meeting schedule to address any issues that arise during the pandemic. The meeting will  
8 be cancelled if not needed. Chartrand will poll Committee members.  
9

10 Waninger provided an overview of the paving projects prioritization that is being requested by the  
11 Agency of Transportation. List of projects expected to arrive 4/1 and need list back to the agency by  
12 4/10; information will go to TAC. Staff anticipates TAC will have quorum challenges. Executive  
13 Committee may need to be back-up for approval. Wednesday 3:00 pm on 8<sup>th</sup> was set aside for this  
14 special meeting.  
15

16 The Chair confirmed there would not be a Board meeting in April. It was confirmed that if a meeting  
17 had no essential business to vote on, those meetings will likely be cancelled.  
18

19 Hill-Eubanks reminded the Committee they are discussing the Executive Director's evaluation meeting  
20 on April 6<sup>th</sup>. Chartrand will set up the Executive Session meeting link on GoToMeeting for Hill-Eubanks.  
21

22 **Adjourn**

23 *S. Lotspeich moved to adjourn at 4:27 pm; M. Gray seconded. Motion carried.*  
24

25 Respectfully submitted,  
26 Nancy Chartrand  
27 Office Manager



Central Vermont Regional Planning Commission  
FY21 Budget

Adopted by the Executive Committee \_\_\_\_/\_\_\_\_/20

INFORMATIONAL ONLY - Corrected  
for number shift error, lines 30-42.

Laura Hill-Eubanks, Chair

		1st Draft					
		06/30/19	03/02/20	03/02/20			
Line		FY19 Actuals	FY20 Budget	FY21 Budget	Difference	Percent Change	Notes
1	REVENUES	1,202,533	1,500,199	836,621	(663,578)	-44.2%	
2							
3	Community Development	56,958	56,579	9,750	(46,829)	-82.8%	Energy planning completed
4	Fee for Service	10,307	6,400	5,900	(500)	-7.8%	
5	Interest	10	365	365	0	0.0%	
6	Municipal Contracts	40,731	46,800	44,621	(2,179)	-4.7%	
7	Natural Resources	343,091	681,857	155,985	(525,872)	-77.1%	Large construction project completed
8	Other Income	7,604	475	475	0	-	
9	Public Safety	65,485	106,042	76,728	(29,314)	-27.6%	
10	Regional Planning Funds (ACCD)	288,996	269,638	256,156	(13,482)	-5.0%	Estimated 5% reduction per annual trend
11	Town Dues	73,488	78,041	79,875	1,834	2.4%	
12	Transportation	315,862	254,003	206,765	(47,238)	-18.6%	TPI special projects ended
13							
14		FY19 Actuals	FY20 Budget	FY21 Budget	Difference	Percent Change	Notes
15							
16	EXPENSES	1,109,434	1,396,741	968,377	(428,364)	-30.7%	
17							
18							
19	Advertising	2,865	1,642	846	(796)	-48.5%	
20	Contractor Services	374,700	553,769	82,931	(470,838)	-85.0%	Large construction project completed
21	Copy/Print	3,307	4,984	4,984	0	0.0%	
22	Depreciation	2,786	3,000	3,000	0	0.0%	
23	Dues/Memberships	9,283	11,686	11,686	0	0.0%	
24	Equipment / Furniture	0	0	0	0	-	
25	Equipment Repair/Srv	0	6,400	400	(6,000)	-93.8%	FY20 was plotter purchase
26	Fringe Benefits	133,403	145,006	177,948	32,942	22.7%	Projected 12% increase in health insurance rates
27	Insurance	1,738	4,186	4,186	0	0.0%	
28	Interest	10	10	10	0	0.0%	
29	Line of Credit	0	0	0	0	-	
30	Meeting/Programs	10,844	15,444	14,727	(717)	-4.6%	
31	Office Rent/Util/Repair	43,732	44,663	51,021	6,358	14.2%	Projected 15% increase in rent for renovations
32	Office Renovations / Relocation	0	5,000	5,000	0	0.0%	
33	Other Expense	1,663	1,960	1,310	(650)	-33.2%	
34	Payroll/Wages	410,313	456,408	456,961	553	0.1%	
35	Postage	2,398	2,870	2,050	(820)	-28.6%	
36	Professional Services	73,559	88,813	106,565	17,752	20.0%	Projected additional hours for new accountant
37	Software / Licenses	6,518	11,055	11,025	(30)	-0.3%	
38	Subscriptions / Publications	477	644	644	(1)	-0.1%	
39	Supplies - Office	11,235	12,148	9,300	(2,848)	-23.4%	
40	Supplies - Billable	1,943	4,049	680	(3,369)	-83.2%	
41	Telephone / Internet	5,927	6,826	6,826	0	0.0%	
42	Travel	12,734	16,177	16,278	101	0.6%	
43							
44	BAL END	93,099	103,458	(131,757)	(235,215)	-227.4%	
45							
46	RESERVES	10,000	70,000	0	(70,000)	-100.0%	
47	General	10,000	55,000	0		0.0%	
48	Equipment	0	0	0		0.0%	
49	Office Renovation	0	15,000	0		0.0%	For FY21 relocation/renovations