



## EXECUTIVE COMMITTEE

June 1, 2020 at 4:00 p.m.

### *Remote Participation via GoToMeetings*

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### Page AGENDA

- 4:00<sup>1</sup> Adjustments to the Agenda**
- Public Comment**
- 2 **4:05 Contract/Agreement Authorization** (enclosed)<sup>2</sup>
- 5 a) Northwest Regional Planning Commission – Municipal Grants in Aid  
FY20 Amendment 1
- 6 b) Bigglestone Investments – Office Lease Extension
- 13 **4:15 Policy and Procedure Updates** (enclosed)<sup>2</sup>
- 14 a) Clean Water Advisory Committee Rules of Procedure
- 21 **4:25 Office Updates** (enclosed)
- 22 **4:45 Consent Items** (enclosed)<sup>2</sup>
- a) Meeting Minutes – May 18, 2020
- 26 **4:50 Commission Meeting Agenda** (enclosed)<sup>2</sup>
- 5:00 Adjourn**

**Next Meeting: June 15, 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.

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

<sup>2</sup> Anticipated action item



## MEMO

Date: June 1, 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)

#### Northwest Regional Planning Commission – Municipal Grants in Aid FY20 Amendment 1

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

**Scope of Work:** The Grants In Aid program provides funding to municipalities to implement Best Management Practices (BMPs) on hydrologically-connected municipal road segments that do not or partially meet Municipal Roads General Permit standards. Hydrologically-connected road segments directly drain into surface waters (streams, rivers, ponds, lakes and wetlands.) The project was designed to be a streamlined approach to providing financial and technical support to municipalities. CVRPC will administer and deliver the program in Central Vermont.

**Funding:**

Grant Amount: \$34,442 (state funds)

Match Amount: None.

**Performance Period:** 08/01/19 – ~~06/30/20~~ 10/31/20

**Staff:** Ashley Andrews (primary), Bonnie Waninger.

**Notes:** The grant term is being amended to provide municipalities with additional time to construct projects to compensate for the Stay Home/Stay Safe order's impact on spring road work.

**CONTRACTS**

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

**Bigglestone Investments – Office Lease Extension**

✕ **ACTION REQUESTED:** Authorize the Chair to sign the lease extension.

**Scope of Work:** Provide 2,649 SF of office space at \$16/SF (\$3,531.95/month)

**Funding:**

Contract Amount: \$42,384

**Performance Period:** 05/11/20 – ~~09/30/20~~ 09/30/21

**Staff:** Nancy Chartrand Vinson (primary)

**Note:** This extension adjusts the lease end date by one year to allow the landlord additional time to secure contractor proposals for space modifications due to impacts from the COVID-19 pandemic.

**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 Calais –Stormwater Final Designs MOA**

**Scope of Work:** Develop the final designs for the treatment of stormwater runoff at two sites: East Calais Post Office and Moscow Woods Gully. The Town's in-kind services include participating in consultant proposal review and stakeholder meetings, assisting the contractor in excavation for test pits for soil analyses and infiltration test, reviewing project designs, and assisting to secure landowner letters for intent to implement final designs.

**Match Commitment:** \$1,266

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

**Performance Period:** Upon signature – 12/01/2021

**Staff:** Pam DeAndrea

**Note:** The designs are funded through CVRPC's agreement with the Southern Windsor County Regional Planning Commission.

**Executive Committee**  
**NORTHWEST REGIONAL PLANNING COMMISSION**  
**MUNICIPAL GRANTS IN AID PROGRAM**  
**SUB-GRANT AGREEMENT**  
**With**  
**Central Vermont Regional Planning Commission**  
**Amendment #1**

This is AMENDMENT #1 for an agreement for services between the Northwest Regional Planning Commission (NRPC) and Central Vermont Regional Planning Commission (hereinafter called "SUBRECIPIENT"). The subject matter of this Subgrant Agreement is to provide program delivery for the Municipal Grants in Aid Program under NRPC's agreement with the Vermont Department of Environmental Conservation (2020-CWF-MRGIA-01).

This amendment extends the period of performance for the sub-grant agreement.

4. Agreement Term: The period of SUBRECIPIENT's performance shall begin on August 1, 2019 and end on June 30, 2020.

Is amended to read:

4. Agreement Term: The period of SUBRECIPIENT's performance shall begin on August 1, 2019 and end on October 31, 2020.

All other provisions of the original agreement remain unchanged and in force.

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

NORTHWEST  
REGIONAL PLANNING COMMISSION

SUBRECIPIENT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Catherine Dimitruk

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

Title: Executive Director

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

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

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

**bigglestone investments 65 main street montpelier VT 05602**

May 20,2020

Central Vermont Regional Planning Commision

27 Main Street Suite 4

Montpelier VT 05602

Re: lease extention

This letter shall serve as a lease extension between Bigglestone Investments and Central Vermont Regional Planning Commission originally dated September 12, 2014. A five year lease extension agreement. The fifth year of the lease is set to expire on September 30, 2020. The term will be extended by one year (expiring September 30, 2021) at the current rate of \$3,531.95 per month. All other terms and condition of the original lease would remain.If you are in agreement with these terms, please sign and date this document and return the original to us.

Thank You

Eric & Kent Bigglestone

bigglestone investmetns

by\_\_\_\_\_ date\_\_\_\_\_

print name Laura Hill-Eubanks

title chair

**bigglestone investments**

54 main street montpelier vt 05602  
802 223 2393

2,649 #

July 15, 2010

Central Vermont Regional Planning  
Re: lease renewal, rental terms

We are pleased to hear that you folks intend to exercise your rights to the option of a lease renewal. We also hope that the recent improvements have made things more comfortable and have met your expectations.

Your current lease is set to expire September 31st, 2010. We propose the following rental rate under the same conditions and terms as stated within the original lease:

Said lease renewal shall be for a term of five (5) years commencing on the 1st day of October, 2010 and expiring on the 31st day of september 2015

Annual rent during said lease (payable on the first day of each month) renewal shall be the following:  
(year 1 and year 2 reflect no increases from the current rate)

Year 1 (2010-2011) @ \$14.50 per square foot (\$38,410.5/yr...\$3200.88/mo.)

Year 2 no change

Year 3 (2012-2013) @ \$15.00 per square foot (\$39,735/yr...\$3311.25/mo.)

Year 4 no change

Year 5 (2014-2015) @ \$15.50 per square foot (\$41,059/yr...\$3421.58/mo.)

It has been a pleasure to have you as a tenant for the past 10 years and hope we can continue such a relationship for years to come.

Many Thanks  
Kent&Eric Bigglestone  
bigglestone investments

Central Vermont Regional Planning Commission accepts the above listed terms of lease for office space located at 29 Main Street, Suite 4, Montpelier, VT 05602.

✓ Signed:

David Borgendale, Chair

Dated: September 7, 2010

**Lease Agreement**

This agreement of lease made and entered into this 21<sup>st</sup> day of ~~August~~ <sup>September</sup>, 2005 by and between BIGGLESTONE INVESTMENTS, INC., of Montpelier, Vermont, hereinafter called the "Landlord" and Central Vermont Regional Planning Commission, hereinafter called the "tenant."

In consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

**Article 1. Premises**

- (a) The Landlord hereby leases to the tenant office space lettered A-F plus I in the building situated at 29 Main Street, Montpelier, Vermont, on the second floor, comprising approximately 2649 square feet.
- (b) The Tenant is granted full right of ingress and egress to the public areas of said second floor in common with all other tenants and is also granted full right of ingress and egress to said second floor by way of an entrance at the rear of the building adjacent to Blanchard Court, so-called, between the building and the Montpelier City Hall, by way of the front Main Street entrance, and also by way of the elevator entrance in the rear of the building adjacent to the parking lot.
- (c) The premises shall be used as office space only and for no other purpose.
- (d) Tenants are not permitted to conduct a retail business on or from the leased premises.

**Article 2. Term**

Said lease shall be for a term of five (5) years commencing on the 1<sup>st</sup> day of October, 2005 and expiring on the 31<sup>st</sup> day of September, 2010

**Article 3. Rent**

Tenant shall pay to the Landlord as annual rent during the Lease Term the following:

- Year 1 @ \$12.50 per square foot (\$33,112.50/yr...\$2759.38/mo) <sup>2005</sup>
- Year 2 @ \$13.00 per square foot (\$34437.00/yr...\$2869.75/mo) <sup>2006</sup>
- Year 3 @ \$13.50 per square foot (\$35761.50/yr...\$2980.13/mo) <sup>2007</sup>
- Year 4 @ \$14.00 per square foot (\$37086.00/yr...\$3090.50/mo) <sup>2008</sup>
- Year 5 @ \$14.50 per square foot (\$38410.50/yr...\$3200.88/mo) <sup>10/09</sup>

The monthly rent will be paid on the first day of each month.



**Article 4. Renewal Option**

The tenant shall have the option to renew this lease, upon written notice one year (365) days in advance of its expiration, for successive 5 year terms. The rent for the renewal term will be negotiated and agreed upon at the time of renewal.

**Article 5. Alterations, Repairs, Maintenance**

- (a) The tenant shall not make any alterations, decorations, installations or additions to the premises, or drill, mar, or deface any part thereof without the prior written consent of landlord. Tenant shall take good care of the demised premises at tenant's sole cost and expense, making all necessary repairs, except that landlord shall be responsible for exterior and structural repairs and for the replacement of the plumbing, electrical and heating systems, if and to the extent that such systems have been installed by landlord. At the expiration of this lease, tenant shall quit and surrender the premises broom clean, in good order and condition, ordinary wear excepted.
- (b) The landlord shall supply as part of the base rent, heating, ventilating, and air conditioning (HVAC) to the demised premises.

**Article 6. Taxes and Insurance**

The landlord will pay for the real estate taxes assessed against the leased premises and for fire and other casualty insurance upon the building. The tenant shall pay for personal property taxes on the contents and insurance on its contents.

**Article 7. Assignment and Subletting**

~~The tenant shall not sublet or assign this lease without written consent of the Landlord, such consent not to be unreasonably withheld.~~

**Article 8. Compliance with Laws**

The landlord covenants and agrees that the possession of the Premises will be delivered to the Tenant upon the commencement of the term of this Lease in good condition, free from all tenancies and occupancies, and free from all orders, notices and violations filed or entered by any public or quasi-public authority, and free from complaints or reports of violations, noted or existing in or filed with any Federal, State, County, Municipal, Borough, Provincial, or any other local authority. If any such orders, notices, or violations are filed during the Lease term, the Landlord will comply therewith, or will cause such orders, notices or violations to be vacated within a reasonable time after written notice, Tenant may, with the prior written concurrence of Landlord, comply therewith and deduct the cost and expense of such compliance from the rent reserved hereunder, or Tenant may cancel this Lease with thirty (30) days written notice. Landlord will use best

efforts to comply with laws; however, major renovations requiring significant expenditures cannot be performed without modification of lease. Landlord will consult tenant on cost of major renovations and give tenant option to cancel lease or agree to modification of Lease Terms.

#### **Article 9. Destruction**

In the event of fire, or other casualty resulting in partial destruction of the demised premises, the Tenant shall give immediate written notice to the Landlord, and the Landlord shall proceed to repair or rebuild with all reasonable speed. The rent will abate or be reduced to the degree that the demised premises are tenantable. In the event the demised premises are totally destroyed, either party will have the option to terminate this lease. Damage to the demised premises which cannot be repaired within ninety (90) days from the time the Tenant gives written notice of damage to the Landlord shall be treated as total destruction.

In the event the premises are partially or totally destroyed as a result of the negligence of the tenant, Tenant's agents, employees or invitees, so as to void fire and casualty insurance carried by the landlord, the Landlord will have no obligation to repair or rebuild and the Tenant will be responsible to pay for the repair of the damage or rebuilding of the building, and the Tenant's obligations under this lease shall continue without modification.

#### **Article 10. Default**

Tenant agrees that each and all of the provisions of this lease are conditions precedent to be faithfully observed and fully performed by the tenant to entitle him/her to continue possession of the premises, and if any default is made in the payment of the rent or in the performance of any of the terms, covenants and conditions hereof on the part of the tenant to be performed and observed, and such default shall continue for a period of thirty (30) days, then this lease shall, at the option of the landlord, be terminated and forfeited and the tenant shall be deemed to have forfeited all his rights hereunder, either expressed or implied and the landlord may thereupon immediately re-enter and take possession of said premises and the whole thereof, and may remove all persons therefrom without resorting to process of law for authority to do so and without any further notice to the tenant. In the event it becomes necessary for the landlord to enforce any of the provisions of this lease, or to evict the tenant, tenant shall pay reasonable attorneys fees incurred by landlord. Tenant shall not be considered in default until and unless Lesser has given 10 days prior written notice of a threatened default and Tenant has not taken steps to remedy the threatened default within 10 days after the written notice.

**Article 11. Signs**

Lettering of office doors and windows shall be done in a style and manner to be approved by the Landlord. Exterior signs shall be approved by the Landlord and Design Review of the City of Montpelier, Vermont.

**Article 12. Condemnation, Eminent Domain**

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain, then and in that event the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and tenant shall have no claim against landlord for the value of any unexpired term of said lease.

**Article 13. Inspection**

Tenant shall permit Landlord access to the premises at all reasonable times to inspect, repair and service the same; and to show the premises to prospective tenants and purchasers.

**Article 14. Quiet Possession**

Landlord warrants that it is seized with good and sufficient title to the entire premises, and further covenants that if Tenant shall discharge the obligations herein set forth to be performed by Tenant, then Tenant shall have and enjoy the quiet and undisturbed possession of the leased premises without hindrance or interference from Landlord or any other person lawfully claiming by, through or under Landlord.

IN WITNESS WHEREOF the parties have hereunto set their names this  
21<sup>st</sup> day of September 2005.

IN THE PRESENCE OF:

Laurie Emery  
Witness

Marguerite A. Bofduc  
Witness

LESSEE

CENTRAL VERMONT  
REGIONAL PLANNING  
COMMISSION

By Ed Larson  
It's duly authorized agent

IN THE PRESENCE OF:

Loretta A. Buzette  
Witness

Marguerite A. Bofduc  
Witness

LESSOR:

BIGGLESTONE  
INVESTMENTS, INC.

By [Signature]  
It's duly authorized agent

STATE OF VERMONT

At Montpelier, Vermont, this 21 day of September, 2005 personally appeared  
Ed Larson. Authorized agent for Central Vermont Regional Planning  
Commission and acknowledged this instrument by him/her sealed and subscribed,  
to be his/her free act and deed of said corporation.

Before me Cynthia J. Larson  
Notary Public 2/10/2007

STATE OF VERMONT

At Montpelier, Vermont, this 22<sup>nd</sup> day of September, 2005 personally appeared  
ERIC BIGGLESTONE. Authorized agent for Bigglestone Investments, Inc. and  
acknowledged this instrument by him/her sealed and subscribed, to be his/her free  
act and deed of said corporation.

Before me Marguerite A. Bofduc  
Notary Public 2-10-07



## MEMO

Date: June 1, 2020  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Clean Water Advisory Committee Rules of Procedure

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☒ **ACTION REQUESTED:** Recommend forwarding of the Clean Water Advisory Committee Rule of Procedure to the Board of Commissioners for adoption.

The Clean Water Advisory Committee (CWAC) requests the Executive Committee forward the CWAC's revised Rules of Procedure (ROP) to the Board for adoption. The Executive Director recommends the Rules of Procedure be returned to the CWAC for modification.

As presented, the revisions:

- do not conform to Open Meeting Law in regards to membership and its relationship to quorum. The Secretary of State's office previously advised CVRPC that quorum is a majority of members, not voting members. A majority is 51%.
- do not align with language in other Rules of Procedure being recommended to the Board. Revisions should add an Officers and Elections section and modify the Conflict of Interest language.

Sample language has been provided that would address these issues.



## CLEAN WATER ADVISORY COMMITTEE (CWAC)

### *RULES OF PROCEDURE*

**PURPOSE:** To oversee the Central Vermont Regional Planning Commission's (CVRPC) water quality planning program in accordance with CVRPC plans, policies, and procedures, to act as a liaison between local communities and the Vermont Agency of Natural Resources (ANR), and to provide local and regional input regarding water quality issues important to the region.

#### **GENERAL ACTIVITIES:**

1. Oversee programming related to the CVRPC's assistance to ANR with basin planning and surface water management, including but not limited to:
  - a. Development of tactical basin plans.
  - b. Technical assistance and data collection activities, including information from watershed organizations, to inform municipal officials and the State in making water quality investment decisions.
  - c. Coordinating municipal planning and adoption or implementation of municipal development regulations to meet State water quality policies and investment priorities.
  - d. Implementing a project evaluation process to prioritize water quality improvement projects within the region to assure cost effective use of State and federal funds.
  - e. Guidance for project prioritization for submittal of grant applications for water quality improvement or planning projects.
2. Undertake water quality related technical assistance and policy activities and coordinate activities with the Transportation Advisory Committee including but not limited to activities related to implementation of Municipal Roads Stormwater General Permits.
3. Participate in special studies conducted by the CVRPC.
4. Provide input and policy recommendations to the Board of Commissioners regarding pertinent water quality issues, including review of State plans, policies, and legislation.

**ADVISORY ROLE:** The CWAC shall be advisory to the Board of Commissioners. ~~The advice of this committee should, where possible, be science-based, not opinion, whim, or personal attitude. At the very minimum the advice shall not be contrary to research-based water quality and water process facts.~~ The CWAC will offer advice and input to ANR and other organizations and individuals as appropriate,

provided it is compatible with plans, policies, positions or resolutions adopted by the Board of Commissioners. CWAC advice and input may be reviewed, confirmed or reversed by the CVRPC Board of Commissioners at the Board's discretion. New or amended plans, policies, positions or resolutions shall be ratified/approved by the Board of Commissioners.

**MEMBERSHIP:** The Chair of the CWAC shall be a CWAC member elected by the CWAC or appointed by the Chair of the CVRPC. There shall be up to 13 members with 9 voting members with representation as follows:

- 3 CVRPC Commissioners and 1 Alternate
- 5 Representatives of the region's municipalities
- 1 Interested stakeholder

The CVRPC Board of Commissioners will make initial appointments to one and two year terms to create staggered terms. Membership term shall be two years thereafter. Appointments not associated with a named group above will be appointed by the CVRPC Board of Commissioners.

The CWAC shall also have a separate advisory group consisting of representatives from the following organizations. These roles are advisory and non-voting.

- ~~1 Representative of the~~ Vermont Agency of Natural Resources ~~(ex-officio, non-voting)~~
- ~~1 Representative of the~~ Winooski Natural Resource Conservation District ~~(ex-officio, non-voting)~~
- ~~1 Representative of the~~ Friends of the Winooski River ~~(ex-officio, non-voting)~~
- ~~1 Representative of the~~ Friends of the Mad River ~~(ex-officio, non-voting)~~

For the organizations listed above, the organization may appoint its representative and may send an alternate as needed by the organization. Alternates may attend ~~vote~~ meetings when an appointed representative is unable to make the meeting.

~~The CVRPC Board of Commissioners will make initial appointments to one and two year terms to create staggered terms. Membership term shall be two years thereafter. Appointments not associated with a named group above will be appointed by the CVRPC Board of Commissioners.~~

**ATTENDANCE AND QUORUMS:** A quorum shall consist of a majority of voting members (~~51%~~). Members are encouraged to attend all regular meetings and special meetings as they arise. Members with three consecutive unexplained absences will be contacted by the Chair to determine if they still wish to serve on the CWAC. The CWAC shall meet at least eight (8) times per year, or as determined by the Chair to be necessary to carry out the stated purpose.

#### **COMMUNICATION, COORDINATION, AND EXPECTATIONS:**

- Meetings shall be noticed and held in accordance with Vermont Open Meeting Law.
- Draft policies and resolutions shall be forwarded to CWAC members and interested/affected parties

for comment before action by the CWAC, or final action/approval by the Board of Commissioners.

- Committee membership brings the expectation of active involvement outside of meeting time. CWAC members are expected to review shared materials in advance of meetings and to become knowledgeable concerning background facts and information regarding issues to be discussed.
- Minutes of all regular and special meetings will be prepared by staff, distributed to CWAC members and interested parties, and made available to the public in accordance with open meeting and public records laws described in 1 V.S.A.
- CWAC members are encouraged to serve as liaisons to their local legislative boards by facilitating communication and coordination on a regular basis.
- CWAC members are encouraged to offer input on all matters before the CWAC, and are encouraged to bring up items of local or regional concern for CWAC consideration.

**CONFLICT OF INTEREST:** In the event any CWAC member has a personal or financial interest with any individual, partnership, firm or corporation seeking to contract with the CVRPC, or to provide materials or labor thereto, or has a personal or financial interest in any project being considered by the CWAC, the member shall state on the record the nature of his or her interest. If the member feels this conflict interferes with his/her ability to be objective, the member shall not participate in any vote on any related motion. If the member is uncertain whether he/she should participate in the decision, the CWAC shall determine by vote whether the member should participate.

The Committee may also make a determination of conflict of interest and disallow voting by a member if the majority of voting Committee members in attendance at the meeting determine a conflict of interest exists.

**ADOPTION OF ORGANIZATIONAL PROCEDURES:** The CWAC may, at any time, vote to amend these procedures, upon 51% vote of the CWAC membership. Proposed amendments will be forwarded to CWAC members, chairs of local legislative boards, and interested parties before consideration at a regular CWAC meeting. Amendments will then be forwarded to the Board of Commissioners for ratification.

The CWAC is a special committee of the Regional Planning Commission, and is therefore subject to the Commission's bylaws. These Rules of Procedure, combined with Robert's Rules of Order, provide procedural and administrative guidance for the CWAC.

Recommended by the Clean Water Advisory Committee: 06/08/18 05/14/20

Adopted by the Board of Commissioners: 07/10/18 / /

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~~Julie Potter~~ Laura Hill-Eubanks, Chair  
CVRPC Board of Commissioners





**CLEAN WATER ADVISORY COMMITTEE (CWAC)**  
*RULES OF PROCEDURE*

**PURPOSE:** To oversee the Central Vermont Regional Planning Commission's (CVRPC) water quality planning program in accordance with CVRPC plans, policies, and procedures, to act as a liaison between local communities and the Vermont Agency of Natural Resources (ANR), and to provide local and regional input regarding water quality issues important to the region.

**GENERAL ACTIVITIES:**

1. Oversee programming related to the CVRPC's assistance to ANR with basin planning and surface water management, including but not limited to:
  - a. Development of tactical basin plans.
  - b. Technical assistance and data collection activities, including information from watershed organizations, to inform municipal officials and the State in making water quality investment decisions.
  - c. Coordinating municipal planning and adoption or implementation of municipal development regulations to meet State water quality policies and investment priorities.
  - d. Implementing a project evaluation process to prioritize water quality improvement projects within the region to assure cost effective use of State and federal funds.
  - e. Guidance for project prioritization for submittal of grant applications for water quality improvement or planning projects.
2. Undertake water quality related technical assistance and policy activities and coordinate activities with the Transportation Advisory Committee including but not limited to activities related to implementation of Municipal Roads Stormwater General Permits.
3. Participate in special studies conducted by the CVRPC.
4. Provide input and policy recommendations to the Board of Commissioners regarding pertinent water quality issues, including review of State plans, policies, and legislation.

**ADVISORY ROLE:** The CWAC shall be advisory to the Board of Commissioners. ~~The advice of this committee should, where possible, be science-based, not opinion, whim, or personal attitude. At the very minimum the advice shall not be contrary to research-based water quality and water process facts.~~

The CWAC will offer advice and input to ANR and other organizations and individuals as appropriate, provided it is compatible with plans, policies, positions or resolutions adopted by the Board of Commissioners. CWAC advice and input may be reviewed, confirmed or reversed by the CVRPC Board of

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Commissioners at the Board's discretion. New or amended plans, policies, positions or resolutions shall be ratified/approved by the Board of Commissioners.

**MEMBERSHIP:** The Clean Water Advisory Committee shall consist of nine (9) members appointed by the Board of Commissioners as follows:

- 3 CVRPC Commissioners and 1 Alternate
- 5 Representatives of the region's municipalities
- 1 Interested stakeholder

Members serve two year terms.

**MEMBERSHIP:** The Chair of the CWAC shall be a CWAC member elected by the CWAC or appointed by the Chair of the CVRPC. There shall be up to 13 members with 9 voting members with representation as follows:

- 3 CVRPC Commissioners and 1 Alternate
- 5 Representatives of the region's municipalities
- 1 Interested stakeholder

The CVRPC Board of Commissioners will make initial appointments to one and two year terms to create staggered terms. Membership term shall be two years thereafter. Appointments not associated with a named group above will be appointed by the CVRPC Board of Commissioners.

The CWAC make seek advice from one or more natural resource-based organizations serving the region and/or the Agency of Natural Resources, including but not limited to:  
The CWAC shall also have a separate advisory group consisting of representatives from the following organizations. These roles are advisory and non-voting:

- 1 Representative of the Vermont Agency of Natural Resources, (ex-officio, non-voting)
- 1 Representative of the Winooski Natural Resource Conservation District, (ex-officio, non-voting)
- 1 Representative of the Friends of the Winooski River, and (ex-officio, non-voting)
- 1 Representative of the Friends of the Mad River (ex-officio, non-voting)

For the organizations listed above, the organization may appoint its representative and may send an alternate as needed by the organization. Alternates may attend vote meetings when an appointed representative is unable to make the meeting.

The CVRPC Board of Commissioners will make initial appointments to one and two year terms to create staggered terms. Membership term shall be two years thereafter. Appointments not associated with a named group above will be appointed by the CVRPC Board of Commissioners.

**OFFICERS/ELECTIONS:** The Clean Water Advisory Committee will elect a Chair and Vice-Chair annually at its first meeting of the fiscal year. The Chair will be responsible for running meetings, setting agendas in conjunction with staff, reviewing and signing correspondence on behalf of the Committee, and

representing the Committee at various meetings as needed. The Vice-Chair will provide support to the Chair as needed. If the Chair or Vice-Chair should resign before term expiration, an interim election shall be held within two meetings or when regular elections are held, whichever is earlier.

**ATTENDANCE AND QUORUMS:** A quorum shall consist of a majority of ~~voting~~ members (51%~~1%~~). Members are encouraged to attend all regular meetings and special meetings as they arise. Members with three consecutive unexplained absences will be contacted by the Chair to determine if they still wish to serve on the CWAC. The CWAC shall meet at least eight (8) times per year, or as determined by the Chair to be necessary to carry out the stated purpose.

**COMMUNICATION, COORDINATION, AND EXPECTATIONS:**

- Meetings shall be noticed and held in accordance with Vermont Open Meeting Law.
- Draft policies and resolutions shall be forwarded to CWAC members and interested/affected parties for comment before action by the CWAC, or final action/approval by the Board of Commissioners.
- Committee membership brings the expectation of active involvement outside of meeting time. CWAC members are expected to review shared materials in advance of meetings and to become knowledgeable concerning background facts and information regarding issues to be discussed.
- Minutes of all regular and special meetings will be prepared by staff, distributed to CWAC members and interested parties, and made available to the public in accordance with open meeting and public records laws described in 1 V.S.A.
- CWAC members are encouraged to serve as liaisons to their local legislative boards by facilitating communication and coordination on a regular basis.
- CWAC members are encouraged to offer input on all matters before the CWAC, and are encouraged to bring up items of local or regional concern for CWAC consideration.

**CONFLICT OF INTEREST:** Upon joining the Commission or its committees, individuals must review and sign the Commission's most recently adopted Code of Conduct and Conflict of Interest Policy to indicate that they have read, understood, and agree to comply with it.~~In the event any CWAC member has a personal or financial interest with any individual, partnership, firm or corporation seeking to contract with the CVRPC, or to provide materials or labor thereto, or has a personal or financial interest in any project being considered by the CWAC, the member shall state on the record the nature of his or her interest. If the member feels this conflict interferes with his/her ability to be objective, the member shall not participate in any vote on any related motion. If the member is uncertain whether he/she should participate in the decision, the CWAC shall determine by vote whether the member should participate.~~

~~The Committee may also make a determination of conflict of interest and disallow voting by a member if the majority of voting Committee members in attendance at the meeting determine a conflict of interest exists.~~

**ADOPTION OF ORGANIZATIONAL PROCEDURES:** The CWAC may, at any time, vote to amend these procedures, upon 51% vote of the CWAC membership. Proposed amendments will be forwarded to CWAC members, chairs of local legislative boards, and interested parties before consideration at a

regular CWAC meeting. Amendments will then be forwarded to the Board of Commissioners for ratification.

The CWAC is a special committee of the Regional Planning Commission, and is therefore subject to the Commission's bylaws. These Rules of Procedure, combined with Robert's Rules of Order, provide procedural and administrative guidance for the CWAC.

Recommended by the Clean Water Advisory Committee: 06/08/18 / /

Adopted by the Board of Commissioners: 07/10/18 / /

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~~Julie Potter~~Laura Hill-Eubanks, Chair  
CVRPC Board of Commissioners

## Executive Director's Report

May 26, 2020

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### Pandemic Transition

CVRPC is transitioning from disaster response to disaster recovery. The team is participating in:

- Transitioning the WNOC-RRCC regional response efforts to ongoing response and recovery efforts via the THRIVE partnership and a Montpelier-based Street Outreach team.
- Working with RDCs and RPCs from three other regions to submit a joint application to the US EDA to develop a Comprehensive Economic Development Strategy (CEDS – see below).
- Working with RPCs to develop municipal coaching/guidance related to interim bylaws that facilitates economic recovery and business operations during pandemic recovery.
- Keeping projects and programs moving forward as municipal offices reopen and boards and committees resume meeting.

### Comprehensive Economic Development Strategy

CVRPC and CVEDC have joined with RPCs and RDCs in Addison, Chittenden, and Rutland Counties to apply for funding to develop a Comprehensive Economic Development Strategy (CEDS). A CEDS is a strategy-driven, regionally developed guide for community and economic development, with the ultimate goal of having a stronger, more diverse regional and resilient economy. The goal of a CEDS is to have organizations, agencies, municipalities, nonprofits, etc. pulling together in the same direction. As the only regions not covered by regional CEDS, EDA requested we unite to close Vermont's gap.

The CEDS process provides the opportunity for individuals, organizations, local governments, educational institutions, and private industry to engage in meaningful discussions about what economic development efforts could best serve the region. The most critical function of the CEDS is to provide an economic development framework. The plan also serves as a required vehicle through which some federal agencies (especially the EDA) evaluate requests for grant assistance. Currently, Central Vermont is covered by the State of Vermont CEDS, which expires in 2020 and does not reflect current practice.

EDA's CEDS practice changed over the past 5-7 years. In the past, CEDS concentrated on identifying and analyzing data and developing an extensive *project list* that responded to needs identified in the data. Projects had to be listed in the CEDS to be eligible for EDA funding. Today's CEDS is a *strategy* - a plan of action with policies and actions designed to strengthen a region's economy. Projects are listed as examples of priority actions that represent how the strategy can be translated to action. Projects do not need to be listed in the CEDS to be eligible for EDA funding.

Examples of recently-developed CEDS in Vermont include:

- Northern Vermont Economic Development District (6 northern counties) CEDS - <http://nvedd.org/Publications/DRAFTComprehensiveEconomicDevelopmentStrategy2021-2025.pdf> (draft update for review)
- East Central Vermont Economic Development District CEDS - [https://www.ecvedd.org/wp-content/uploads/2020/05/CEDS\\_ECVEDD\\_2020\\_draft-for-review.pdf](https://www.ecvedd.org/wp-content/uploads/2020/05/CEDS_ECVEDD_2020_draft-for-review.pdf) (draft for review)
- Southeastern Vermont Economic Development Strategy (SeVEDS) – <https://seveds.com/> (2019)
- State of Vermont CEDS - <https://accd.vermont.gov/economic-development/major-initiatives/ceds> (developed 2014)

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Executive Committee**  
**DRAFT MINUTES**  
**May 18, 2020 Special Meeting**

**Present:**

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

Staff: Bonnie Waninger, Nancy Chartrand

**Call to Order**

Chair L. Hill-Eubanks called the meeting to order at 3:03 pm.

**Adjustments to the Agenda**

None

**Public Comment**

None

**Contract/Agreement Authorization**

Southern Windsor County RPC – DIBG Berlin Town Office & Garage Stormwater Implementation (Revised) - Waninger advised the Committee had approved an earlier version of this contract pending an Agency of Natural Resources decision as to whether construction projects could move forward. The Agency has authorized this construction project. Southern Windsor updated the contract. "Expectations" were revised as expectations for a planning project where included previously.

*G. D'Amico moved to authorize the Executive Director to sign contract; S. Lotspeich seconded. Motion carried.*

Watershed Consulting Associates – Stormwater Services Master Agreement, Addendum 2 -

Waninger reminded the Committee CVRPC has master agreements with four consultants who were pre-qualified to serve water quality projects. Watershed Consulting was awarded a master agreement, and CVRPC is assigning the Moretown Elementary project to them using an addendum to the master agreement. Lotspeich asked for clarification of the local match. Waninger noted there was no cash match in this contract for CVRPC. CVRPC has signed a Memorandum of Agreement with the Town for match.

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

#### 4 **Dental Insurance**

5 N. Chartrand advised there is no premium increase for dental insurance for FY21. She received  
6 confirmation today that NE Delta Dental will be providing a one-month premium credit as  
7 pandemic relief to long-term customers.

8  
9 *J. Potter moved to approve CVRPC's FY21 dental benefit to maintain the existing dental policy*  
10 *and 100% employer contribution; D. Torre seconded. Motion carried.*

#### 12 **Office Updates**

13 *CVFiber* - Waninger spoke with Jeremy Hanson, Director of CVFiber. Hanson said the legislature  
14 may support funding for administration support to Union Communication Districts. He wanted  
15 to explore whether CVRPC might be interested in providing assistance. This would be  
16 equivalent to what CVRPC does for the LEPC (staff meetings, minute postings, mail, etc.). She  
17 asked if the Committee had concerns. The first project for which they are applying for grant  
18 monies through Northern Borders is in the Middlesex/Worcester area. Lotspeich asked if  
19 federal money for broadband may come through and enhance the work of this group?  
20 Waninger said funding through the CARES Act was for states. There is discussion about using  
21 these funds to build-out Vermont's broadband network. Nothing is confirmed.

22  
23 Waninger noted that if a contract for support moved forward, it would come before the  
24 Committee either for approval or in the Information Only section of the contracts memo.

25  
26 *Working Communities Grant* – This grant from the Federal Reserve Bank of Boston assists a  
27 multisector partnership to develop systems change that benefits low and moderate income  
28 populations. CVRPC is the project facilitator for a Greater Barre Team. The Barre Team  
29 identified workforce systems change as an improvement - to better marry what employers and  
30 high-risk employees, specifically single mothers living near the poverty level, need to succeed.  
31 The Boston Fed awarded all grantees an additional \$5,000. The funds can be used for the  
32 existing idea or for a modified idea in light of COVID. The total grant is now for \$20,000. The  
33 Barre Team meets Friday to continue discussions on its concept. There was early discussion of  
34 repurposing funds to assist COVID refugees (those who lost their job or worked reduced hours  
35 due to COVID). This planning phase assists grantees to frame their concept in more detail and  
36 to apply for an implementation grant, which is due September 30<sup>th</sup>.

37  
38 *State Budget Update* – State guidance related to the 3-month state budget directed agencies to  
39 an ~8% annual cut for the 1<sup>st</sup> quarter; actual cuts could be higher or lower for an agency based  
40 on an agency/department's percentage of General Fund share. Taking this information into  
41 consideration she will draft our budget with the same type of cut in mind preparing draft

1 budgets with both a 10% cut and a 25% cut. Hill Eubanks asked for clarification of the 8% cut.  
2 Waninger confirmed approximately 1/3 of CVRPC's budget is funded through the RPC State  
3 allocation. She explained how the State allocation is apportioned. Due to lack of growth in  
4 Central Vermont and growth in other parts of the state, the funding CVRPC receives has  
5 declined by a 3-5% annually. Potter advised that State agencies cuts also could impact RPC  
6 funding from other State agencies. Waninger confirmed that VTrans advised RPCs that the  
7 Transportation Planning Initiative would be level funded. It also is possible the local match will  
8 be increased above 10%; the State currently pays the other 10% match. Waninger will draft  
9 best, middle, and worst case budget scenarios.

10  
11 *US Economic Development Administration (EDA) Grant* – Waninger updated the Committee  
12 about a joint economic planning effort among four RPCs (Addison, Chittenden, Rutland, Central  
13 VT). The RPCs may band together to develop a Comprehensive Economic Development  
14 Strategy (CEDS), which may lead to forming a federally-designated economic district. EDA staff  
15 encouraged the RPCs to apply jointly as these four regions are the remaining regions not to be  
16 covered by a CEDS statewide. The four regions together represent more than half of Vermont's  
17 population. Chittenden will be the applicant and grant administrator. Other RPCs will be  
18 participants.

#### 20 **Policy and Procedures Updates**

21 Executive Committee Rules of Procedure - Waninger advised the revised Rules of Procedure  
22 addressed typos and the conflict of interest language. Clarification was provided regarding the  
23 Committee's role (lines 37-40 on first page of document). It was confirmed that policy on  
24 something new (outside of general activities as outlined in the Bylaws) needs to be approved by  
25 the Board for consideration. It was also confirmed that the Board has the power to rescind any  
26 action taken by the Executive Committee. D'Amico advised of the extraneous comma on line  
27 38 that needs to be removed.

28  
29 *G. D'Amico moved to adopt the Executive Committee Rules of Procedure; S. Lotspeich seconded.*  
30 Waninger clarified the Committee was approving the Procedure for forwarding to the Board for  
31 adoption. *D'Amico amended his motion to forward the Executive Committee Rules of Procedure*  
32 *to the Board for adoption; S. Lotspeich accepted the amended motion. Motion carried.*

33  
34 Administrative and Financial Policies and Procedures - Waninger provided an overview of the  
35 changes to the Administrative and Financial Policies and Procedures. It is a mixture of both  
36 policy and procedure, and she expects an update over the next year with a new accountant  
37 being on board. She further advised that they are explanatory and walk through policy about  
38 how we address financial components within the organization as well as internal controls. It  
39 also takes some separate policies and incorporates by reference. She noted the old document  
40 begins on page 55 in the packet should someone want to do a comparison to the new  
41 document. Hill-Eubanks noted a typo on page 51, line 37 'serve vs. 'server'.



1  
2 *D. Torre moved to adopt updates to the Administrative and Financial Policies and Procedures; J.*  
3 *Potter seconded. Motion carried.*

4  
5 **Consent Items**

6 *S. Lotspeich moved to approve the consent items; G. D'Amico seconded. Motion carried.*  
7

8 **Executive Session**

9 *G. D'Amico moved to enter executive session at 3:49 pm; S. Lotspeich seconded. D'Amico*  
10 *amended his motion to invite the Executive Director into the session; S. Lotpseich accepted the*  
11 *amendment. Motion carried.*

12  
13 *J. Shatney moved to exit Executive Session at 4:02 pm; G. D'Amico seconded. Motion carried.*  
14

15 No action was taken as a result of the session. Chair Hill-Eubanks expressed the Committee's  
16 appreciation to staff for a job well done this year.

17  
18 **Adjourn**

19 *J. Shatney moved to adjourn at 4:07 pm; J. Potter seconded. Motion carried.*  
20

21 Respectfully submitted,  
22 Nancy Chartrand, Office Manager



## Central Vermont Regional Planning Commission

### BOARD OF COMMISSIONERS

#### Annual Meeting

June 9, 2020 at 6:30 pm

#### *Remote Participation via GoToMeetings*

Join via computer, tablet or smartphone: <https://global.gotomeeting.com/join/552444045>

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<u>Page</u>	<u>Time</u>	<u>AGENDA</u>
	6:30 <sup>1</sup>	<b>Adjustments to the Agenda</b> <b>Public Comments</b>
	6:35	<b>Population Changes and Vermont State Revenues</b> , <i>Seán Sheehan, Vermont Tax Structure Commission</i> Three demographic trends and their implications for Vermont's state revenue.
	7:35	<b>Elections</b> , <i>Dara Torre, Secretary/Treasurer</i> Report on results of elections for Executive Committee.
	7:40	<b>Committees and Appointments</b> , <i>Janet Shatney, Nominating Committee Chair</i> (enclosed) <sup>2</sup> Appoint CVRPC Committees and representatives.
	7:50	<b>Committee Rules of Procedure Updates</b> (enclosed) <sup>2</sup> a) Executive Committee b) Nominating Committee
	8:05	<b>Clean Water Advisory Committee Letter of Concern</b> , <i>Amy Hornblas, CWAC Chair</i> (enclosed) <sup>2</sup>

<sup>1</sup> Times are approximate unless otherwise advertised.

<sup>2</sup> Anticipated action item.

<u>Page</u>	<u>Time</u>	<u>AGENDA</u>
		Discuss, and potentially act upon, revised letter
8:20		<b>Meeting Minutes – May 12, 2020</b> (enclosed) <sup>2</sup>
8:25		<b>Reports</b> (enclosed)
		Updates and questions on Staff, Executive Director, and Committee Reports
8:30		<b>Adjournment</b>

**Next Meeting: July 14, 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.

## BASIN 14 - OMPOMPANOOSUC, STEVENS, WELLS, WAITS AND CONNECTICUT RIVER DIRECT TRIBUTARIES

### What's New

**INFORMATIONAL ONLY**

The [DRAFT 2020 Basin 14 Tactical Basin Plan](#) is now available for review and public comment. The plan is available for public comment through June 19, 2020.

On June 2, 2020, the Vermont Department of Environmental Conservation (DEC) Basin 14 Watershed Planner will host a virtual meeting to gather feedback on the plan. The public is encouraged to attend the online meeting, hear a presentation, and offer comments and suggestions. **The public meeting will go live on June 2nd from 5:30PM to 7:15PM, and the presentation will begin promptly at 5:45PM.**

A call-in option is available for those without computer audio or internet service: 802-828-7667 | Conference ID: 802126424#. [Find a local number](#) if you are outside 802 area code. The link to the meeting can be found at the top of this webpage.

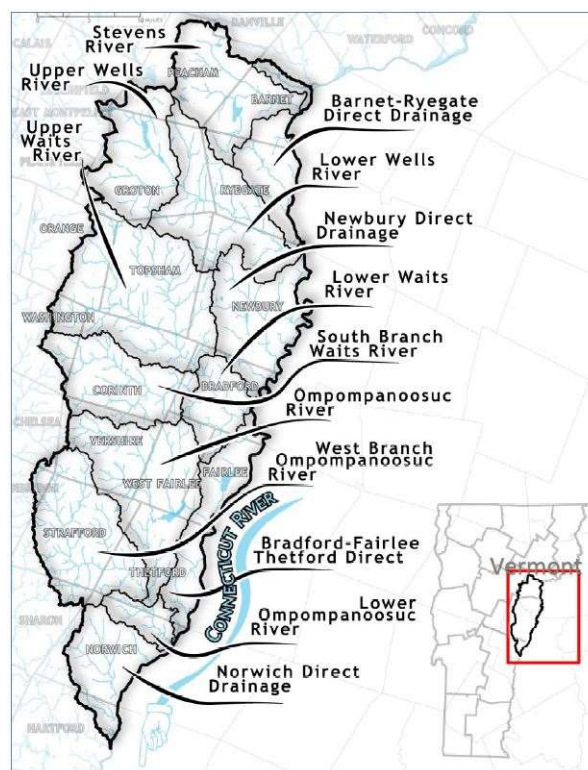
The meeting will be presented in partnership with the Two Rivers Ottauquechee Regional Planning Commission, Northeast Vermont Development Association, Central Vermont Planning Commission, Caledonia County Natural Resource Conservation District, and the White River Natural Resources Conservation District.

If people are unable to attend the live online meeting, a recording will be available on the website the following day.

A paper copy can be requested from Danielle Owczarski by email or phone: [Danielle.Owczarski@vermont.gov](mailto:Danielle.Owczarski@vermont.gov) (802) 490-6176. Comments should be directed by email: [anr.basin14comments@vermont.gov](mailto:anr.basin14comments@vermont.gov) or by mail to Danielle Owczarski, Basin 14 Comments, 1 National Life Drive, Davis 3, Montpelier, VT 05602.

**Comments should be postmarked or submitted via email by 4:30pm on June 19, 2020.** Comments received by this date will be addressed in a responsiveness summary.

The 2020 Basin 14 Tactical Basin Plan (TBP) covers 20 towns in the three counties of Orange, Caledonia, and Windsor, from Peacham to Hartford. Basin 14 includes the Stevens, Wells, Waits and Ompompanoosuc Rivers, Peacham bog, Lake Groton, Harveys Lake, and Lake Morey, home to the nation's longest outdoor ice-skating track.



The plan provides an assessment of the health of the basin and identifies 56 water quality strategies related to agriculture, developed lands, wastewater, and natural resources – forests, lakes, rivers, and wetlands. The plan also includes information about how landowners, watershed organizations, and communities can access funding and technical assistance to help protect and restore water resources.

Progress on the implementation of the 2015 plan is ongoing and is reported in Appendix A of the DRAFT 2020 Basin 14 TBP. Projects from assessments and inventories conducted in Basin 14 have been added to the [Watershed Projects Database](#) and can be accessed by the public. New projects can be added to the database by contacting your [Watershed Planner](#).