

CONTRACTS FOR REVIEW

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TOWN OF EAST MONTPELIER CONTRACT FOR SERVICES

This Contract is entered into this 21st day of March, by and between the Town of East Montpelier, Vermont (hereinafter the "Town") and Central Vermont Regional Planning Commission with a principal place of business at 29 Main Street, Suite 4; Montpelier, VT 05602 (hereinafter "Contractor"). The Town and Contractor are referred to collectively as "parties."

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

1. SERVICES PROVIDED

- A. Contractor agrees to perform the following services:

Update the existing Local Hazard Mitigation Plan for the Town of 2,598 (2020 pop.). The plan will be submitted to FEMA for approval.

Details are provided in Addendum A, CVRPC LHMP Update Bid Response.

- B. Contractor shall perform all services required under this Contract in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Town, if any.
- C. Town has the right to inspect and may reject any services provided by Contractor under this Contract that, in the Town's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

2. COMPENSATION AND BILLING

- A. In consideration of the services provided hereunder, the Town agrees to pay the Contractor the sum of \$ 9,434.00.
- B. No payment made under this Contract shall be conclusive evidence of the performance of said Contract, either wholly or in part, and no payment shall be construed to be acceptance of defective work.

3. TERM

- A. The services to be performed by Contractor under this Contract shall commence on March 21, 2024 until the final report has been submitted and approved by FEMA, unless this Contract is sooner terminated.
- B. Upon completion of all the services required under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall be terminated. The term of this Contract may be extended only by written agreement of the parties.

4. INDEPENDENT CONTRACTOR

- A. Contractor acknowledges and agrees that Contractor and Contractor's employees, agents, servants and other personnel are not Town employees. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits and all other forms of compensation or benefits to Contractor or any of Contractor's employees, agents, servants and other personnel performing the service specified herein.
- B. It is expressly understood and agreed that for such purposes neither Contractor nor Contractor's employees, agents, servants or other personnel shall be entitled to any Town payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

5. ASSIGNMENT AND SUBCONTRACTING

- A. This Contract is binding upon and inures to the benefit of the heirs, successors and assigns of the parties hereto.
- B. This Contract shall be governed by the laws of the State of Vermont without reference to principles of conflicts of laws. The Courts of the State of Vermont shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Contract.
- C. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of the Town and subject to such conditions and provisions as the Town may deem necessary or desirable in its sole discretion. If the Town permits the use of subcontractors, no subcontractor may perform any work under this Contract without first providing the Town certificates of insurance showing all of the coverages required in Section 10 of this Contract.
- D. Contractor shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, the Town may require Contractor to supply proof of payment for such materials or labor. Contractor shall pay the subcontractor(s) for undisputed services provided by them within ten days of receiving payment from the Town.

6. PERSONNEL

- A. Contractor is responsible for compliance with all applicable Local, State and Federal laws. Contractor will manage his/her own personnel without general oversight by the Town and shall oversee and coordinate sub-contractors that are approved by the Town.
- B. Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to the Vermont Occupational Safety and Health Administration (VOSHA). Contractor further agrees to include this provision in all subcontracts.
- C. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of race, color, gender, sexual orientation, religion, creed, national origin, ancestry, age, marital status, or disability.

7. INDEMNIFICATION

- A. Contractor shall indemnify and hold harmless the Town and the Town's officers, agents, volunteers, and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys' fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the performance of the services or in guarding the same. The Contractor shall defend the Town and its officers, agents, volunteers, and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Town shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. Notwithstanding any contrary provision hereof, all of the rights and obligations of this paragraph A. of Section 9 shall survive expiration or termination (for any reason) of this Contract and remain in full force and effect.
- B. Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private). All damage, injury or loss to any public or private property, by the Contractor, or any subcontractor, shall be replaced or restored to at least the original condition to the satisfaction of the Town at the Contractor's expense.
- C. Nothing in this Contract shall constitute a waiver by the Town of any statutory limits or immunities from liability.

8. INSURANCE

- A. Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain during the entire term of this Contract the following insurances with at least the indicated amounts of coverage and provide the Town a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. The Contractor's policies shall name the Town as an additional insured.
- B. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor shall provide a fully executed Non-Employee Work Agreement specifying the particular provision of 21 V.S.A §601(14)(F) that exempts Contractor from having to carry such coverage.

9. NON-APPROPRIATION

- A. If this Contract extends into more than one fiscal year of the Town and if appropriations are insufficient to support this Contract, the Town may cancel at the end of the fiscal year. In the case that this Contract is a Grant that is funded in whole or in part by Federal or State funds, and in the event Federal or State funds become unavailable or reduced, the Town may suspend or cancel this Grant immediately, and the Town shall have no obligation to pay Contractor from municipal funds.

10. TERMINATION

- A. The Town may terminate this Contract, with or without cause, upon ten days' written notice.

11. DEFAULT

- A. The occurrence of any of the following shall constitute a default by Contractor and, if not corrected within ten days of the Town providing Contractor written notice of the default, shall allow the Town to terminate this Contract:
- (1) failure to adequately perform or deliver the required services;
 - (2) if applicable, failure to provide the required bonds or other security acceptable to the Town before starting any work;
 - (3) declaration of bankruptcy by Contractor;
 - (4) making a material misrepresentation to the Town;
 - (5) violation of any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
 - (6) failure to perform any material provision of this Contract.
- B. Upon default of this Contract by Contractor, the Town may withhold any payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of the Town.
- C. Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following Uncontrollable Circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The Town and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.
- D. In addition to the above, in the event of a State or Federal Disaster Declaration, the Town reserves the right to suspend certain provisions of this Contract to conform with FEMA or Vermont Emergency Management regulations and directives.
- E. Upon completion of the work or upon termination of the Contract, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Town at the expense of the Contractor.

12. REMEDIES

- A. Default or breach of this Contract by Contractor shall entitle the Town to seek remedies under law and as provided by this Contract. In the event this Contract is terminated by reason of default by Contractor, the Town may recover the necessary costs of termination, including but not limited to, administrative, attorneys' fees and legal costs, from Contractor.

- B. Except when caused by Uncontrollable Circumstances, if Contractor fails to meet any performance deadlines established by this Contract, or fails to perform in accordance with the specification, terms, and conditions of this Contract, the Town shall have the right to purchase replacement services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Contractor is complete.
- C. The Town may deduct as damages from any money due or coming due to Contractor the differences between Contractor’s price and the higher price or the costs of replacement services and materials. The Town may require Contractor, at Contractor’s sole expense, to re-perform any items of work provided for in this Contract that do not meet the established specifications, standards, or Town directives.
- D. Any remedies available to the Town are cumulative and not exclusive. The seeking or exercising by Town of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.

13. CONTRACT DOCUMENTS

- A. This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract unless said changes, modifications or amendments are in writing duly executed by the parties.

14. SEVERABILITY

- A. The provisions of this Contract are severable and if a court of competent jurisdiction holds any portion of this Contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Contract on the day and year first written above.

TOWN OF EAST MONTPELIER, VERMONT

Signature: _____
Gina Jenkins, Town Administrator

Date: _____

Central Vermont Regional Planning Commission

Signature: _____
Christian Meyer, Executive Director

Date: _____



Central Vermont
Regional Planning Commission
Proposal for the
Town of East Montpelier
LHMP Planning Services

Cover photo by *Amy Kolb Noyes/VPR*

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March 13, 2024

East Montpelier Town Office
40 Kelton Road, East Montpelier, VT 05651
Attn: Gina Jenkins, Town Administrator

Re: Local Hazard Mitigation Plan - Request for Proposal (RFP)

Dear Gina,

The Central Vermont Regional Planning Commission (CVRPC) is pleased to respond to the Request for Proposals to update the Local Hazard Mitigation Plan (LHMP) for the Town of East Montpelier and submit the Plan for FEMA approval. CVRPC's ongoing service to your community and familiarity with your Town will result in a more wholistic LHMP update. CVRPC successfully worked with the Town of East Montpelier to update its previous Plan, adopted in December 2019; with demonstrated ability and capacity. We look forward to the opportunity to again assist Town of East Montpelier in the LHMP update and FEMA approval process.

CVRPC has extensive working knowledge and experience with a variety of federally-funded programs, including FEMA's Hazard Mitigation Grant Program and the Building Resilient Infrastructure and Communities (BRIC) program. CVRPC has the systems in place to meet federal requirements and has experience in complementary subject areas that bring a depth of interests together for LHMP development. We work collaboratively with Vermont Emergency Management and FEMA on behalf of municipalities to promote a timely and efficient plan review and approval process. CVRPC is positioned to assist the Town of East Montpelier in the required documentation and tracking of volunteer hours to meet and maximize the in-kind match. We look forward to working with the Town of East Montpelier and have proposed specific tasks in our proposal that can be accomplished by the Town as match activities.

Please direct any questions on this proposal to Christian Meyer at 802-229-0389 or meyer@cvregion.com.

Thank you for your consideration. We look forward to serving you.

Sincerely,
Christian Meyer
Executive Director

1. ABOUT CVRPC

Formed in 1967, the Central Vermont Regional Planning Commission (CVRPC) works with and for twenty-three municipalities in Central Vermont, including the 20 municipalities in Washington County and three towns in Orange County. CVRPC's mission is to assist member municipalities in providing effective local government and to work cooperatively with them to address regional issues. We also work with area non-profits, other regional organizations, and State and Federal agencies.

As one of Vermont's eleven regional commissions, CVRPC is uniquely positioned to coordinate and guide activities between state and local governments. With an annual budget of over \$1.8 million, ten staff provide a wide range of services and capabilities to member municipalities. For the Town of East Montpelier's LHMP update, CVRPC's project team will be composed of three core staff. See the **CVRPC Team** section of this proposal for detailed information about the team. Our team is experienced at working together in support of municipal LHMP development. In the last year, CVRPC assisted the Town of Orange, Fayston and Cabot with LHMP updates. We understand how to tailor meetings, public engagement, and project management to successfully and efficiently update the LHMP.

CVRPC will leverage its:

- in-depth understanding of hazard mitigation planning and implementation,
- extensive experience in GIS/mapping, community engagement and meeting facilitation, and
- data gathering informed by local and regional knowledge to assist the Town with a comprehensive update of its LHMP.

Hazard Mitigation Planning

Extensive experience working with municipalities to develop FEMA approved LHMPs. Worked with 20 municipalities to update LHMPs, including the Town of East Montpelier, since 2015.

Understands the role of the LHMP in helping municipalities identify and mitigate hazards.

Community Engagement + Meeting Facilitation

Design and facilitate citizen input and stakeholder engagement utilizing various methods and techniques including virtual engagement. Experienced in tailoring strategies to provide meaningful input into the process.

Data Gathering + Analysis

Skilled at gathering and compiling data to inform hazard identification and analysis. Proven experience sourcing data and providing analyses that inform LHMPs.

GIS + Mapping

A leader in spatial and geographic data and utilization of geographic information systems (GIS). Maps guide local hazard mitigation and land use planning decision making.

Project Management

Extensive experience managing federal, state, and municipal contracts ranging from \$5,000 to \$400,000. Financial and project management systems ensure all contract requirements are met.

2. PROJECT UNDERSTANDING

Town of East Montpelier is a small-town community with a population of 2,598 (2020 Census) and total area of 32.1 square miles located in Washington County. The 2019 LHMP and multiple field data collection activities provide a solid platform on which to develop a new LHMP.

The Town is seeking LHMP Planning Consultant Services to update a LHMP in compliance with 44 C.F.R. Part 201. The process of developing the plan will align with the steps outlined in the RFP and in the FEMA Review Tool. For estimated dates of completion, CVRPC hours, and cost projections, see the **Summary Table of Project Steps and Cost Projections** section.

CVRPC Experience Working with the Town of East Montpelier

CVRPC has partnered with Town of East Montpelier on a variety of successful projects:

2019: Completed Local Hazard Mitigation Plan

2019: Completed Ash Tree Management Plan

2023: Provided mapping services for zoning and flood hazard areas per town request

These projects highlight CVRPC's working relationship with the Town and the diverse capabilities of the RPC staff.

3. CVRPC TEAM

CVRPC has experience with a variety of federally-funded programs, has the systems in place to meet federal requirements, and has experience in broad subject areas that bring a depth of interests together in LHMP development. CVRPC has a history of working collaboratively and effectively with VEM, FEMA, VTrans, and its twenty-three municipalities toward community resilience with successful grant applications to implement mitigation strategies and actions. CVRPC has successfully assisted communities in grant programs and projects related to emergency management, hazard mitigation, transportation, water quality, brownfields,

municipal planning, among others. Town of East Montpelier has been a primary beneficiary of these efforts and services.

The CVRPC project team for the LHMP update will be composed of:

Christian Meyer, Executive Director

Keith Cubbon, Planner

Sam Lash, Planner

Brian Voigt, Program Manager

Planning Technicians

Professional biographies of each team member are enclosed within.

Christian Meyer, *Executive Director*

Christian brings over a decade of regional project management experience on state and federal planning initiatives. He was appointed to the role of executive director in 2023. Prior to this professional transition, Christian served as the Senior Transportation Planner with CVRPC.

- Master's Degree in Urban Planning and Public Policy
- 13+ years experience working in housing, conservation, hazard mitigation, transportation and federal and state regional program implementation.

Christian's work has included managing the federal transportation planning process at a regional council of governments in Connecticut, overseeing federal and state planning work, and program development and administration. He has helped draft a regional hazard mitigation plan and plan a local business natural hazard resilience workshop.

At CVPRC he manages the oversees the commission's diverse work program and provides administrative and financial oversight for the organization. He represents our RPC in statewide planning efforts and serves on the governing boards of several partner organizations.

Christian will ensure the availability of resources, help resolve scheduling conflicts, and administer overall quality assurance and quality control on this contract.

Keith Cubbon, *Planner*

Keith coordinates CVRPCs Emergency Management program and field transportation services. He provides municipal and regional transportation support, assisting municipalities in grant applications both for transportation and for hazard mitigation grant opportunities. He coordinates the Regional Emergency Management Committee and supports the Transportation Advisory Committee.

- 15+ years of team leadership, data management, and community and institutional relationships management
- Earned Post-Baccalaureate Certificate in GIS
- Focus Areas: Data collection/management and public engagement

Keith has 15 years of experience in the energy industry and many years of data collection in the field. He has developed hands on expertise volunteering with non-profit organizations in leadership roles both at the local and regional level, and he is skilled in aiding diverse groups to come together build consensus.

Keith will serve as the *LHMP Update Project Manager*, coordinating CVRPC's project team, ensuring all project milestones and deliverables are met and completed on-time, and serving as the Town's primary point of contact. He will ensure the Town's goals and decisions are incorporated into the LHMP.

Samantha Lash, *Planner*

Sam coordinates the Region's climate and energy programs to build municipal resilience. She assists municipalities to develop and implement enhanced energy plans and climate action plans, which includes Local Hazard Mitigation Plans.

- 10+ years of team leadership, data management, and community and institutional relationships management
- Earned Master's degrees in Archeology and in Earth, Environmental and Planetary Sciences
- Focus Areas: Municipal resilience and diversity and inclusion

Sam served as a landscape archeologist with Brown University and the University of Vermont's field archeology program. Most recently, she used climate change to understand how local land use and cultural transformed rural landscapes. Her past work in climate change, policy, and operations helps move plans to action.

As a Municipal Resilience Coordinator with The Nature Conservancy (TNC) of Rhode Island, she supported seven municipalities through a Community Resilience Building workshop process. This included assisting the municipalities to identify high priority projects using a combination of screening tools, nurturing stakeholder relationships, analyzing workshop results, and writing

reports to support grant applications to take action. Her focus on equity and inclusion guided TNC to include community members from communities on the front lines of climate change impacts.

Dr. Brian Voigt, *GIS Planner/ Program Manager*

Brian coordinates the Region's Geographic Information System (GIS) program, manages the Clean Water Service Provider program, and is our natural resources planner. He assists municipalities and CVRPC to plan and implement projects and programs involving water and mineral resources, agriculture, forests, and wildlife habitat and habitat connectors; foster a robust working landscape economy; and address invasive species impacts. He leads CVRPC's Clean Water Service Provider (CWSP) effort, water quality programs, and forest integrity work.

- 25+ years of land use planning, natural resource management, and GIS experience
- Doctor of Natural Resources-UVM
- Focus areas: Data literacy, integration, utilization, and display

Brian has worked extensively with municipalities to utilize GIS to update LHMPs, to create web-based municipal maps, and to develop maps that inform and integrate into local plans. Brian has been making improvements to our overall GIS mapping ability and has recently begun creating all of our maps with color schemes that increases accessibility for those with color vision deficiencies.

Brian will perform all spatial analysis and create customized digital and paper LHMP maps.

Planning Technicians

Planning technicians receive close oversight from experienced staff and are deployed when possible for data collection and in early drafting and outlining. These are usually college students or recent college graduates beginning their careers in the field of planning. They bring great enthusiasm and help the CVRPC efficiently deploy staffing resources where needed, providing the best value to municipalities.

- Training next generation of planners
- Bring state of the art training from their recent academic experiences
- Focus Areas: Data collection and public engagement

4. RELEVANT PLANNING SKILLS + EXPERTISE

The Central Vermont Regional Planning Commission has successfully worked with its 23 municipalities to develop FEMA-approved LHMP's since 2003. Initially, CVRPC developed a regional, multi-jurisdictional Plan with municipal annexes. Since 2008, CVRPC has worked with its member municipalities to transition to single jurisdictional LHMPs with updates every five years. The transition to single jurisdictional plans allowed municipalities more flexibility with plan updates and allowed CVRPC to be nimbler in responding to requests for assistance.

CVRPC is highly qualified, with a proven track record to provide the Town of East Montpelier with consultant services to update the 2018 LHMP. CVRPC's local and regional knowledge, its use of templates and tools to reduce the work burden on volunteers and allow municipalities to focus on policy and strategy development, and its willingness to customize services and tools to local needs results in a best-fit product and planning process for each municipality.

Ongoing collaboration with VEM and FEMA and open dialogue with State and Federal reviewers has resulted in CVRPC Plan submittal with quick turn around and limited revisions, if any. CVRPC completed a draft LHMP with the Town of Woodbury in six weeks. FEMA approval was received in a record three months from project initiation.

The effort – described as a “one-and-done” review by State staff – relied on continued coordination and communication between CVRPC and VEM staff throughout the project. The accelerated timeline ensured Woodbury retained a previously-awarded FEMA grant to buy out a frequently flooded property in its village center.

CVRPC actively encourages professional development and training of its staff. CVRPC keeps updated on the latest changes to the FEMA requirements and the areas of emphasis in plan development for robust Plans. Professional development workshops and trainings also provide

Hazard Mitigation Planning Services

2023-2024: Cabot, Waitsfield, Barre City, & Waterbury

2022-2023: Fayston & Orange
(LHMPs under VEM review)

2019-2021: Completed LHMPs Marshfield, Montpelier, and Calais LHMPs simultaneously

2013-2023: Full update services provided to 19 municipalities

2013-2023: LHMP assistance provided to 22 towns; as needed mapping services, guidance and assistance with plan elements, and/or adoption assistance provided to Barre City, Duxbury, East Montpelier, and Plainfield, Orange, & Fayston

a valuable forum to share ideas, best-practices, and strategies used by others so that CVRPC's work always represents best practices.

CVRPC's day-to-day relationship with its member municipalities, including the Town of East Montpelier, means our staff will continue to be available after the Plan update is complete to assist the Town with Plan implementation. For example, CVRPC assisted the Town of Calais to update its LHMP in 2021. Subsequently, CVRPC worked with the Town to develop and submit a Building Resilient Infrastructure and Communities (BRIC) grant to implement mitigation actions in the LHMP. CVRPC's extensive experience analyzing project components and building funding packages helps to leverage limited municipal resources.

CVRPC's most recent and relevant experience with grant funded projects, focused on hazard mitigation, and particularly funded by FEMA or Vermont Emergency Management are noted in the *Hazard Mitigation Planning Services* textbox on the previous page and below.

Recent Local Hazard Mitigation Plans (2017 to present)

Recognizing the multiple benefits of having an adopted LHMP, CVRPC has served as the consultant for individual municipalities to develop their Plan. Similar to the RPC's work with the development of the 2019 Town of East Montpelier LHMP, CVRPC has been responsible for:

- facilitating Planning Team meetings to review the plan process, rank hazards, and develop mitigation strategies and actions;
- drafting plan text based on municipal goals and decisions;
- updating data and developing/customizing maps to incorporate the latest information;
- assisting with community engagement to gather input on hazards and feedback on the draft plan; and
- coaching municipalities through State and FEMA reviews and LHMP adoption.

CVRPC's LHMP work demonstrates local understanding and familiarity with municipal planning processes, working collaboratively with local and State partners, and understanding the federal LHMP process and requirements. See below for a table listing recent LHMPs, demonstrating CVRPC's ability to continually evolve, build on our knowledge, and assist municipalities.

Town	Past Experience - Unique Aspects	Contact
Montpelier (2021)	Coordinated LHMP Committee with 10+ members across multiple City departments. Worked with Committee to ensure update process aligned with Community Rating System (CRS) requirements to achieve CRS points.	Cameron Neidermayer Assistant City Manager*
Calais (2021)	Successfully worked with Planning Committee to develop and adopt LHMP via virtual platform.	Denise Wheeler Select board Chair 802-456-8730
Marshfield (2021)	Successfully worked with Select board that had limited capacity to develop and adopt LHMP within 6-month timeline via virtual platforms.	Bobbi Brimblecombe Town Clerk 802-426-3305
Plainfield (2020)	Draft plan developed by Town. CVRPC assisted Town to address comments received through State review.	Sasha Thayer Former Select board Chair 802-454-1131
East Montpelier (2019)	Town Administrator started the Plan, then experienced time constraints. CVRPC brought plan to completion and carried it through the adoption process.	Bruce Johnson Town Administrator*
Washington (2019)	Adapted to Town's need to utilize phone calls rather than virtual platform for meetings at the start of COVID-19 pandemic.	Harry Roush Assistant Town Clerk*
Woodbury (2019)	Successfully advocated to the State to include lack of cell service as a hazard at the Town's request. Used online document sharing to facilitate multi-party access to draft Plan for text development and information sharing. Completed draft plan in six weeks to meet Town's needs.	Michael Gray Former Select board Chair 802-456-1983
Worcester, Middlesex (2018)	Towns requested basic plan to meet Federal requirements. CVRPC focused plan on transportation infrastructure, the Towns' greatest need.	Katie Winkeljohn Worcester, 802-223-6941 Sarah Merriman Middlesex, 802-223-6915

*-Designates that contact employee is no longer with the municipality

Local Hazard Mitigation Plan (LHMP) update 2020

Hazard mitigation is any action that reduces or eliminates long-term risk to people and property from disasters and their impacts.

The goals of the hazard mitigation plan are to:

- Reduce or eliminate threats to life and property,
- Ensure that a comprehensive review of all possible activities and mitigation measures is conducted so that the most appropriate solutions will be implemented to address the hazard,
- Ensure that the recommended activities meet the goals and objectives of the community, are in coordination with land use and comprehensive planning, do not create conflicts with other activities, and are coordinated so that the cost of implementing individual activities are reduced,
- Solve repetitive problems,
- Build public and political support for activities and projects that prevent new problems and reduce losses.
- Build a constituency that sees the plan's recommendations implemented.

A hazard mitigation plan can help the community understand how natural hazards impact the immediate environment and aid with development siting and design to limit damages from natural hazards.

Having a Local Hazard Mitigation Plan makes towns eligible for FEMA grants such as the Hazard Mitigation Grant Program, Flood Mitigation Assistance, and the Pre Disaster Mitigation Competitive Grant.

LHMP Webpage, City of Montpelier

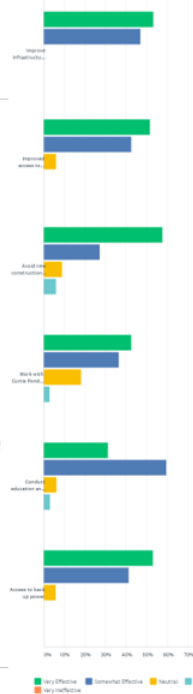
Q4: How effective would the following actions be in reducing or eliminating the risk of future damages?

50% or more think that these actions would be very effective:

- o Improve infrastructure
- o Improve access to broadband
- o Avoid new construction in areas subject to flooding/erosion
- o Access to back up power
- 42% think working w/ Curtis Pond Assn would be very effective
- 31% think education and awareness programs would be very effective
- Other
 - o Fixing Curtis Pond Dam
 - o Removing overhanging branches/trees along roads that could cause harm during excessive wind/rain
 - o Emerald Ash Borer mitigation

Takeaways:

- Think about mitigation actions around these topics



Powered by SurveyMonkey

LHMP Survey Summary, Town of Calais

Emergency Management Services (2013 to present)

CVRPC provides annual services to Vermont Emergency Management (VEM), Department of Public Safety at the local and state level. Funding is provided through the federal Emergency Management Performance Grant (EMPG) for training and planning activities and a Memorandum of Agreement for disaster response.

CVRPC provides assistance with multiple phases of emergency management: Mitigation, Preparedness, Response, and Recovery. CVRPC works with municipalities to *mitigate* the impacts of disasters by reducing a community's vulnerability through actions such as drafting flood plain regulations and strengthening infrastructure. CVRPC supports communities with *preparedness* activities, like helping local Emergency Management Directors/Coordinators (EMD/EMC) understand and implement their duties, and organizing trainings for municipal officials and volunteers, or assisting with Continuity of Operations Plans and Local Emergency Management Plans (LEMPs). CVRPC provides disaster *response* staffing to the State Emergency Operations Center (SEOC) to build situational awareness and link local communities to response programs. We support community *recovery* through development and implementation of strategic recovery plans. These activities give CVRPC a unique understanding among consultants about community needs. We leverage this knowledge for LHMP development.

Finally, CVRPC has the unique ability to work with municipalities to move their LHMP mitigation strategies to implementation. CVRPC assistance continues after the LHMP is adopted through an array of programs – land use, transportation, emergency management/ climate change, natural resources, GIS/mapping – designed to ensure municipalities successfully move their plans to actions.

Contact: Harry Schoppman, VEM Emergency Management Regional Coordinator
802-585-5387

5. PLAN OF IMPLEMENTATION

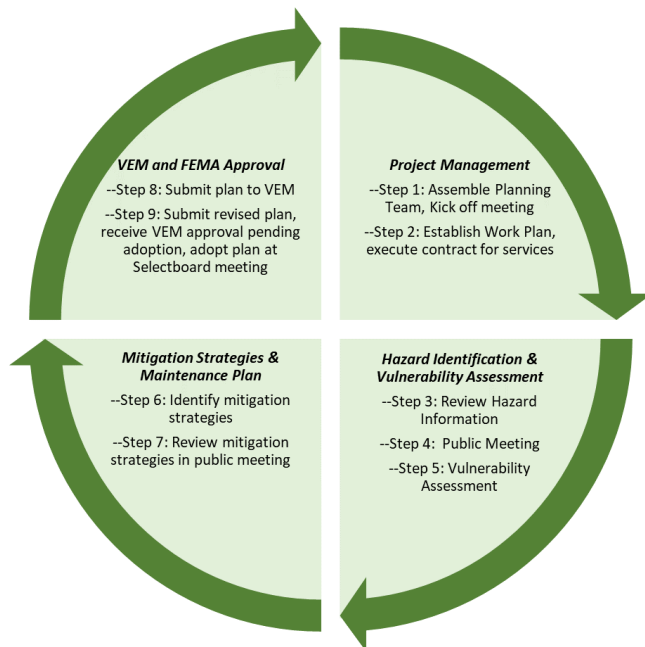
For the purposes of this proposal, the term “*Planning Team*” denotes either the Select Board or a Planning Team made up of stakeholders. The Planning Team is based on the Town’s capacity.

CVRPC anticipates that meetings will take place in a hybrid fashion unless otherwise requested by the Town. During development of the final work plan, CVRPC and the Town will identify which meetings will be held with the Planning Team, Planning Commission, Select board, etc. as these are local decisions. For estimated dates of completion, consultant hours, and cost projections, see the **Section 6: Summary Table of Project Steps and Cost Projections.**

Work of the Planning Team and other volunteers on the Plan update and planning process will be tracked for in-kind match using an easy-to-use form provided by the CVRPC at the kick off meeting. Each individual will report separately their hours and costs throughout the performance of the grant. This assists the Town to track and maximize in-kind hours towards its required match.

Important Stakeholders to Engage in LHMP Process

- Road Supervisor
- Fire and Ambulance personnel
- EMD
- Planning Commission
- Select Board
- School principals
- Local and regional agencies, commissions and committees
- Town of East Montpelier residents
- Neighboring communities (Warren, Northfield, Fayston, Duxbury, and Moretown)



The following pages describe how CVRPC will work with the Town through the four phases of the LHMP update process, including eight steps FEMA looks for when reviewing LHMPs.

PHASE 1: PROJECT KICKOFF

CVRPC will assemble the Planning Team, review the LHMP planning process, and confirm what outreach strategy is desired by the Town. This phase will include a **kick off meeting** with Town stakeholders. CVRPC will work with the Town to **determine outreach methods** (survey, public webpage, meetings, etc.).

Virtual Outreach Strategies

- Article/press release announcing update process in town newsletters/social media
- Survey Monkey
- Poster boards outside designated locations with QR code to link to survey, or paper survey
- Survey using ArcGIS online allowing residents to place “pins” on areas of concern
- Post meeting links to Front Porch Forum, town websites, and CVRPC weekly news blasts

CVRPC will work with the Town to **modify the work plan, deliverables timeline, and roles and responsibilities**, for incorporation into the contract for services.

CVRPC Contracting Experience

- Well versed in the Federal and State pass through provision and assurances that are customary with FEMA awards.
- Adheres to the policies regarding conflicts of interest, equal opportunity, non-discrimination, retention of and access to records, and audit requirements.
- Registered with SAMS.gov and has an active UEI.

PHASE 2: HAZARD ASSESSMENT AND IDENTIFICATION

CVRPC will work with the Planning Team to review information on natural hazards and man-made hazards based on best available data. This phase will result in **1) hazards identification; and 2) a presentation to Planning Team.**

Hazard Assessment Data Sources

- National Center for Environmental Information (NCEI)
- FEMA Declared Disasters
- 2018 State Hazard Mitigation Plan
- Vermont Dam Safety Program
- National Flood Insurance Program
- Town records
- Community knowledge

CVRPC engages with each Planning Team member to rank hazards in a table format to provide an easy to understand, quantitative ranking. See image below for a partial example of this table.

Table 7: 2021 Montpelier Hazard Table							
Hazard Impact	Probability	Potential Impact					Score*
		Infrastructure	Life	Economy	Environment	Avg.	
Snow	3.7	2.4	2.1	1.6	1.6	1.9	7.7
Inundation Flooding	2.6	2.9	2.6	2.4	2.3	2.5	7.6

Following hazard identification, CVRPC will work with the Planning Team to conduct a **vulnerability assessment**. The purpose of a vulnerability assessment is to identify the extent of each hazard and impacts associated with that hazard, ranging from economic impacts and life safety to infrastructure impacts. See textbox for what the vulnerability assessment will examine. This phase provides opportunity for Planning Team members to consider any changes in development, progress in local mitigation efforts, and changes in priorities that would affect potential hazard impacts, and incorporate local knowledge and information to strengthen the plan.

Vulnerability Assessment

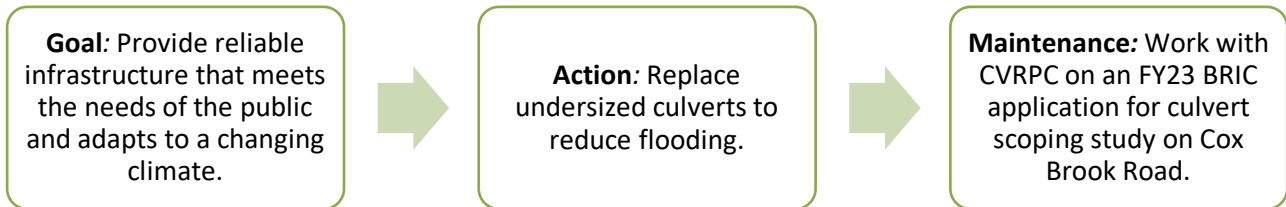
The assessment will include evaluation of historical data, consideration of changes in climate trends, and stakeholder feedback while performing the assessment by examining:

- Frequency of occurrence (probability of hazard occurring)
- Infrastructure impacts (effects on roads, bridges, structures, homes)
- Life safety issues (health and welfare of population)
- Economic impacts (direct recovery costs to municipality and residents)
- Environmental impacts (effects to municipal operations and environment)

PHASE 3: MITIGATION STRATEGIES AND MAINTENANCE PLAN

This phase will involve working with the Planning Team to develop draft mitigation strategies for the LHMP. A mitigation strategy includes: 1) Mitigation goals for the next 5 years; 2)

Mitigation actions that align with these goals; and 3) Maintenance plan to ensure the Plan remains relevant to municipal goals. See graphic on next page for example.



Mitigation Strategy= Goals, Actions, and Plan Maintenance

CVRPC and the Planning Team will review the previous LHMP mitigation strategies and actions, noting completed actions, actions that are no longer a priority, or actions that should be carried forward in the updated Plan. CVRPC will **present draft mitigation actions in a public meeting** (Planning Team or Select board).

Information to Inform Mitigation Strategy

- Town officials
- Town studies, inventories
- Annual Town Reports
- Capital Improvement Plans
- Damage assessments
- Public Input
- Mitigation strategies from other communities with similar vulnerabilities

To develop a **maintenance plan** that provides a framework for the next 5 years, CVRPC and the Town will consider the Town's capacity and assistance available from CVRPC and other entities over the next 5 years to monitor progress towards mitigation actions and strategies.

PHASE 4: PLAN ADOPTION PROCESS

CVRPC will work closely with Planning Team, VEM, and FEMA reviewers during the Plan review process to ensure compliance with FEMA standards and requirements. This will include:

- Submitting draft plan to VEM for review,
- Working with the Planning Team to address VEM comments/edits,

- Publishing a draft LHMP for public comment and distributing it to neighboring municipalities,
- Gathering public comments and incorporating them into the Plan,
- Submitting a revised draft LHMP and Review Tool to VEM (VEM issues further comments, or issues Adoption Pending Approval (APA)), and
- Assisting the Town with adoptions of the LHMP, submitting it to VEM for Final Approval (VEM notifies notifying FEMA of the approval), and
- Sending the final FEMA Approved Plan, final Plan Review Tool, and formal FEMA letter to the Town.

6. SUMMARY TABLE OF PROJECT STEPS AND COST PROJECTIONS

COST PROPOSAL

Task	Professional Services	Billing Rate	Hours	Estimated Cost	Total	Notes	Proposed Town In-Kind Activities (see Note a.)
1. Assemble planning team and meet with consultant(s) to review the planning process and confirm outreach strategy.	Executive Director	\$140	2	\$280		Contract oversight throughout project	Kick Off meeting participation and coordination; and review and confirm of education outreach strategy.
	Planner	\$102	4	\$510		Kick off meeting	
	Planning Tech	\$43	0	\$0			
	GIS Planner	\$112	0	\$0			
	<i>Task Subtotal</i>		6		\$688		
2. Establish work plan with deliverables, timelines for completion and confirmed roles and responsibilities.	Executive Director	\$140	0	\$0		Finalize workplan; Select board meeting as needed	Work Plan development and Contract preparation and execution.
	Planner	\$102	8	\$816			
	Planning Tech	\$43	0	\$0			
	GIS Planner	\$112	0	\$0			
	<i>Task Subtotal</i>		8		\$816		
3. Review information on natural hazards and on man-made hazards based on best available data.	Executive Director	\$140	0	\$0		Review data analysis; planning team meeting Research & data gathering; planning team meeting	Research, identification, and prioritization of hazards; and meeting with consultant.
	Planner	\$102	8	\$816			
	Planning Tech	\$43	10	\$430			
	GIS Planner	\$112	0	\$0			
	<i>Task Subtotal</i>		18		\$1246		

Task	Professional Services	Billing Rate	Hours	Estimated Cost	Total	Notes	Proposed Town In-Kind Activities (see Note a.)
4. Review hazard data in one public meeting.	Executive Director	\$140	0	\$0			Organization, notification, and publicity for public meeting event; development of public meeting materials and public engagement tools; meeting logistics; attendance and active participation at public meeting; compilation of public comments and meeting summation.
	Planner	\$102	4	\$408		Public meeting preparation & participation	
	Planning Tech	\$43	5	\$215		Public meeting preparation & participation	
	GIS Planner	\$112	0	\$0			
	<i>Task Subtotal</i>			9		\$623	
5. Complete vulnerability assessment to quantify the extent of each hazard.	Executive Director	\$140	0	\$0			Engage in and assist with completion of vulnerability assessment and prioritization; review draft Plan text; meeting with consultant.
	Planner	\$102	14	\$1428		Review plan text; planning team meeting	
	Planning Tech	\$43	8	\$344		Draft plan text; planning team meeting	
	GIS Planner	\$112	10	\$1,120		Planning team meeting & map development/revisions	
	<i>Task Subtotal</i>			32		\$2,892	
6. Identify mitigation strategies.	Executive Director	\$140	0	\$0		Provide knowledge for strategies	Review and update status of 2015 mitigation strategies; develop and prioritize new strategies for next 5 years; draft and finalize Action Plan; review and draft text for town capabilities and capacity, goals, and integration with other town plans and regulations.
	Planner	\$102	8	\$816		Develop mitigation strategies; evaluation/prioritization methodology; planning team meeting; draft plan review	
	Planning Tech	\$43	4	\$172		Draft text	
	GIS Planner	\$112	0	\$0			
	<i>Task Subtotal</i>			14		\$988	

Task	Professional Services	Billing Rate	Hours	Estimated Cost	Total	Notes	Proposed Town In-Kind Activities (see Note a.)
7. Review mitigation strategies in a public meeting.	Executive Director	\$140	0	\$0		Public meeting preparation & participation Public meeting preparation	Organize, coordinate and hold public outreach event on mitigation strategy; develop and warn notice and publicize event; event logistics; materials development; notes; documentation of volunteer hours; documentation and compilation of public comments and event summation notes.
	Planner	\$102	4	\$510			
	Planning Tech	\$43	3	\$172			
	GIS Planner	\$112	0	\$0			
	<i>Task Subtotal</i>			7			
8. Submit plan to Vermont Emergency Management (VEM) and revise accordingly.	Executive Director	\$140	3	\$420		Quality assurance/control of draft plan Review text; Selectboard meeting participation; plan submission Draft text	Update & develop Community Profile; help develop process for Plan evaluation, maintenance, annual review, monitoring, and update; provide review of Plan drafts; publicize & distribute draft Plan for public comment; and assist with Plan revisions and public comments.
	Planner	\$102	8	\$816			
	Planning Tech	\$43	0	\$0			
	GIS Planner	\$112	0	\$0			
	<i>Task Subtotal</i>			9			

Task	Professional Services	Billing Rate	Hours	Estimated Cost	Total	Notes	Proposed Town In-Kind Activities (see Note a.)
9. Submit revised plan to FEMA, revise if necessary, and adopt plan.	Executive Director	\$140	0	\$0		Review Plan revisions as needed; plan submission; assist with adoption process Plan revisions as needed; compilation of final document	Assist in addressing any review comments; review final Plan; warn, publicize and hold public hearing on Plan adoption; provide documentation of Plan adoption.
	Planner	\$102	4	\$510			
	Planning Tech	\$43	0	\$0			
	GIS Planner	\$112	0	\$0			
	<i>Task Subtotal</i>			4			
Project Total			107		\$9,434		

NOTES:

- a. Town In-Kind Activities based on CVRPC's previous municipal LHMP experience. CVRPC will provide a FEMA-compliant form to assist the Town to document how it met its match requirement.
- b. Should the Town be unable to complete its in-kind match activities, CVRPC could complete those activities for an additional fee.

7. LHMP UPDATE TIMELINE

Phase	Tasks	June-24	Aug.-24	Sep.-24	Oct.-24	Nov.-24	Dec.-24
1	Assemble planning team and meet with consultant(s) to review the planning process and confirm outreach strategy.						
2	Establish work plan with deliverables, timelines for completion, and confirmed roles and responsibilities.						
3-4	Review information on natural hazards and on man-made hazards based on best available data. Review hazard data in one public meeting.		Public meeting				
5	Complete vulnerability assessment to quantify the extent of each hazard.						
6-7	Identify mitigation strategies. Review mitigation strategies in a public meeting.		Public meeting				
8	Submit plan to Vermont Emergency Management (VEM) and revise accordingly.	Work on draft text will occur throughout this period			Submittal & VEM review	Revise as needed	
9	Submit revised plan to FEMA, revise if necessary, and adopt plan.					Submittal & FEMA/VEM review	Adoption & final FEMA approval

NOTES:

- a. CVRPC will try to move the timeline forward as much as possible to try and expedite the town LHMP to increase the town ERAF score.
- b. Tasks are expected to be completed before the end of the grant award unless matters occur outside of the control of CVRPC. The above timeline requires Planning Team to be fully engaged and working diligently with the Consultant. Dates are estimates if possible staff will try to complete faster than timeline given. Delays may occur due to unforeseen scheduling conflicts.

**MOUNT ASCUTNEY REGIONAL COMMISSION
AMMENDMENT #1 TO
SUB-GRANT AGREEMENT #CVRPC-2023VTBFLDS**

This AMENDMENT to contract #CCRPC-2021VTBFLDS (Contract), dated 6/20/2023, by and between the Mount Ascutney Regional Commission (MARC) and Central Vermont Regional Planning Commission (CVRPC) shall be made effective on this 1st day of March, 2024 for the purposes of extending the Term of Agreement to June 30, 2025.

This is the first amendment to this contract.

The Contract amendment is as follows:

WITNESSETH:

5. Term of Agreement: This Agreement shall begin on May 1, 2023, by the Parties. SUB-RECIPIENTS shall complete all work by June 30, 2024, 2025.

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED and PAYMENT PROVISIONS

7. Reallocation of Funding: On or before December 31, 2023-2024, SUB-RECIPIENT will provide a status report on the expenditure or encumbrance of the grant funds received to date. The SUB-RECIPIENT shall provide to MARC a mutually agreeable plan detailing the anticipated expenditure and encumbrance of any remaining funds. If the SUB-RECIPIENT cannot demonstrate, to the satisfaction of MARC, that SUB-RECIPIENT's remaining balance of grant funds can be expended or encumbered by March 30, 2024 2025, then MARC reserves the right to recover the remaining funds for reallocation to other participating SUB-RECIPIENTS on a date to be determined.

8. Return of Grant Funds: On or before June 1, 2024 2025, SUB-RECIPIENT will provide a final report on the expenditure and encumbrance of all grant funds received to date. The SUB-RECIPIENT will return to MARC any unexpended or unencumbered funds as of June 15, 2024 2025.

10. Performance Progress Reporting: SUB-RECIPIENT shall provide progress reporting to MARC using a 'Brownfields Assessment Program Progress Report' template to be provided. Reports will include current program status on each brownfield site, project type, subcontract status, project cost and program disbursements including grant administration to-date and brief project narrative. Reports are to be submitted according to the following schedule. Incomplete reports will be returned.

- a. Quarter ending 9/30/2023, progress reporting shall be submitted on or before October 10, 2023;
- b. Quarter ending 12/31/2023, progress reporting shall be submitted on or before January 10, 2024 along with a plan for encumbering remaining funds;
- c. Quarter ending 3/31/2024, progress reporting shall be submitted on or before April 10, 2024;
- d. Quarterly reporting must continue until all funds have been disbursed and expended and a final report shall be submitted no later than June, 2024 2025 or 45 days following the date all of the funds have been expended, whichever comes first.

ATTACHMENT B
MARC PROVISIONS

5. SUB-RECIPIENT must provide MARC with a completed 'Final Performance Report' no later than June 1, 2024 2025 or 45 days following the date all of the funds have been expended, whichever comes first.

All other language in the Contract remains the same.

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

MOUNT ASCUTNEY
REGIONAL COMMISSION

SUB-GRANTEE

Signature: Jason Rasmussen

Signature: _____

Name: Jason Rasmussen

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

**LDD Contract for NBRC Catalyst Grant
Neck of the Woods Vermont
with the
Central Vermont Regional Planning Commission**

General Contract for Services

This contract for Services is made effective as of April 1, 2024 by and between Neck of the Woods (NOW) of Waitsfield, Vermont and Central Vermont Regional Planning Commission (CVRPC).

SCOPE OF SERVICES: Beginning on April 1, 2024 CVRPC will provide NOW the following LDD services (collectively, the “Services”):

1. GRANT ADMINISTRATION:

LDDs shall have the following scope of services pertaining the Grant Administration:

- Quarterly Reporting: Ensure that the grantee files quarterly reports on time and enough information to provide a meaningful outline of where the project is at in the process.
- Reimbursement Requests: Provide guidance to grantees on filing reimbursements requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.
- Final Reporting: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.
- General Assistance: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC. This does not include conducting the bid processes and assessing bid documents for completion, interviewing potential consultants or other procurement processes.

2. PAYMENT:

Payment shall be made to CVRPC by NOW for an amount not to exceed, \$17,000 (unless agreed to up front by the 2 organizations) based on the # of hours worked. Charges may include wages and fringe plus the Indirect Cost Rate (ICR) as approved by a Federal Cognizant Agency. Approved ICR will be maintained on record by the LDD.

3. TERM:

This Contract will terminate automatically upon completion by the contract date as listed within the Grantee’s Contract between the Grantee (NOW) and Northern Border Regional Commission or the completion of the project, whichever comes first.

4. INDEMNIFICATION:

NOW agrees to indemnify and CVRPC harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against CVRPC that results from the acts or omissions of NOW's employees, agents, or representatives.

5. DEFAULT.

The occurrence of any of the following shall constitute a material default under this Contract:

- The failure to make a required payment when due.
- The insolvency or bankruptcy of either party.
- The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- The failure to make available or deliver the Services in the time and manner provide for in the Contract.

6. REMEDIES.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other part may terminate the Contract.

7. ENTIRE AGREEMENT.

This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

8. SEVERABILITY.

If any provisions of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

9. AMENDMENT.

The Contract may be modified or amended in writing by mutual agreement between the parties, and by notifying Northern Border Regional Commission.

10. GOVERNING LAW.

This Contract shall be construed in accordance with the laws of the state of Vermont.

11. CONSTRUCTION AND INTERPRETATION.

The rule requiring construction of interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the second party signs.

Service Recipient (Grantee):

Morgan Moulton, Executive Director of Neck of the Woods Vermont LLC

Signature: _____

Date: _____

LDD:

Christian Meyer, Executive Director, Central Vermont Regional Planning Commission

Signature: _____

Date: _____

ADDISON COUNTY REGIONAL PLANNING COMMISSION SUBGRANT AGREEMENT

Grant #: 06140-2021-CWF-PAR-PD-01

Grant Title: 2022 Project Development Block Grant – Subgrant to **Central Vermont Regional Planning Commission**

Original X Amendment #: _____

Amount Awarded: **\$14,934**

Award Start Date: Upon signature

Award End Date: 07/01/2024

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

Grantee Address: **29 Main St #4, Montpelier, VT 05602**

STANDARD SUBGRANT AGREEMENT

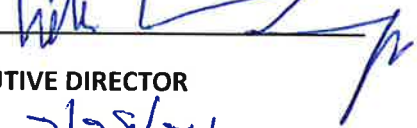
1. **Parties:** This is a subgrant agreement between Addison County Regional Planning Commission (hereinafter called “ACRPC”), and **Central Vermont Regional Planning Commission** with principal place of business at **29 Main St #4, Montpelier, VT 05602** (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of the subgrant agreement is for services generally on the subject of Water Quality Project Development in Vermont. Detailed scope provided by Grantee are described in Attachment A, Scope of Work to be Performed.
3. **Maximum Amount:** In consideration of the scope of work, ACRPC agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed **\$14,934**. Attachment B, Payment Provisions, provides details on how the Grantee will be reimbursed.
4. **Procurement:** The Grantee certifies that for any equipment, supplies, and/or services outside their organization, that they have and will follow their procurement policy.
5. **Ownership and Disposition Assets:** Grantee must submit a written request to retain the asset at the end of the grant term for the same use and intended purpose as outlined in the agreement. The written request should include: description of equipment, date of purchase, original cost, and estimated current market value.
6. **Source of Funds:** 2022 Partnership Project Development Block Grant (Grant # 06140-2021-CWF-PAR-PD-01) to ACRPC from the Vermont Department of Environmental Conservation.

- 7. Grant Term: the period of Grantee’s performance shall begin upon the date of execution, signified by the date of signature by ACRPC and end of July 1, 2024.
- 8. 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 representatives of ACRPC 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 of this agreement or the request may be denied.
- 9. Cancellation: This Subgrant Agreement may be canceled by either party by giving written notice at least thirty (30) days in advance.
- 10. Fiscal Year: The Grantee’s fiscal year starts _____ and ends _____.
- 11. Work Product Ownership: Upon full payment by ACRPC, all products of the Grantee’s work, including outlines, reports, charts, sketches, drawings, artwork, 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.
- 12. Attachments: This Subgrant includes the following attachments that are incorporated herein:

- Attachment A- Scope of Work of to be Performed
- Attachment B- Payment Provisions
- Attachment C- Customary ACRPC Grant Provisions
- Attachment D- Final Performance Report
- Attachment E- ANR Online Clean Water Project – New Project Form
- Attachment F- Project Development Batch Import File “BIF”

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

**ADDISON COUNTY REGIONAL
PLANNING COMMISSION**

BY: 
EXECUTIVE DIRECTOR

DATE: 3/28/24

NAME (PRINT):

TITLE:

DATE

GRANTEE

BY: _____



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

Project Purpose: The purpose of this project is to support the expansion of water quality improvement projects and help the State meet upcoming obligations of the Clean Water Service Delivery Act of 2019 (Act 76).

Act 76 established Clean Water Service Providers (CWSPs), Basin Water Quality Councils (BWQCs), the Water Quality Restoration Formula Grant Program (effective July 1, 2022), and the Water Quality Enhancement Grant Program, among others. The intention of the Project Development block grant is to help project implementers line up high priority clean water projects that future CWSPs and their associated BWQCs can consider advancing through Restoration Formula grant design and implementation funding, or that can be pursued through the Water Quality Enhancement Grant Program or other water quality grants.

Scope of Work:

Grantee will provide the following services:

*General Project Development:***April, 2024**

Communication and outreach to landowners, municipalities and the Winooski River Basin Planner to confirm project status and priority. Engage an engineering consultant to provide project scoping services.

May, 2024

Finalize project scoping and prioritization. Engage municipalities and clean water partners to identify project champions to assist / lead project advancement efforts. Complete ANR locator maps for projects not included in the Watershed Projects Database.

June, 2024

Advance 3 – 5 priority projects to the project development phase. Coordinate community conversations with relevant stakeholders (landowners, municipal representatives, Basin Planner, clean water partners) regarding costs and benefits of proposed projects. Finalize reporting and project documentation for ACRPC.

*Specific Project Development:***June**

With assistance from the engineering consultant, develop basic project concept drawings for communicating with landowners and documenting landowner support. Identify responsible O & M party. Assess required permits. Contact other stakeholders to review obstacles to project advancement. Produce a BIF or New Project Forms for data entry into the Watershed Projects Database. Complete project reporting, invoicing and documentation.

Following the successful conclusion of the grant, CVRPC will submit proposals for project advancement (design, implementation, O & M) to the Winooski River Basin Clean Water Service Provider in response to their FY25 Round 1 Project Solicitation (proposals due in July 2024).

Required Deliverables:

- a. Grantees that receive *general project scoping* funds must provide:
 - **June 30, 2024 *OR* when general scoping activities are complete, whichever is sooner:** Final performance report including a summary of progress made on the project(s), technical/cost/schedule issues encountered, planned next steps, and the following items:
 - A brief narrative summary of tasks performed, and resources reviewed to find projects for development
 - A list of proposed projects to develop with specific project development funding (a completed funding application submitted to ACRPC for specific project development will suffice to avoid redundancy).
- b. Grantees that receive *specific project development* funds must provide:
 - **June 30, 2024 *OR* when specific project development activities are complete, whichever is sooner:** Final performance report including a summary of progress made on the project(s), technical/cost/schedule issues encountered, planned next steps, and the following items:
 - A completed ANR Online Clean Water Project – New Project Form for any projects that received funding for development that are absent from the Watershed Projects Database.
 - A completed Project Development BIF to include all projects that received funding for development.
 - Site photo(s) (if available). Projects determined to be infeasible do not need to submit site photos.
 - ANR Locator Map. Projects determined to be infeasible do not need to submit a locator map.

Scope of Work Summary Table:

Chittenden County Regional Planning Commission: Water Quality Project Development Work Plan

Project Title(s): Basin 8 Stream / Floodplain Restoration Project Development

Project Stage	Work Plan Narrative	Outcomes	Deliverables	Staff Hours Cost	Other Costs	Total Costs
General Project Scoping	<p>CVRPC has been evaluating Stormwater Master Plans, Stormwater Infrastructure Mapping Reports, River Corridor Plans, Stream Geomorphic Assessments, and the DEC Watershed Projects Database to identify potential water quality restoration projects in the Winooski River Basin. Working with the DEC Winooski Basin Planner, a list of fifty river planting and berm removal projects from the Watershed Project Database was generated in the fall of 2023. These projects were reviewed by clean water partners and the Winooski River Basin Water Quality Council. CVRPC is also actively engaging member-municipality Planning Commissions to understand municipal water quality priorities. Input from clean water partners was used to narrow the original list of projects to the 15 included in this grant application. CVRPC will engage a consulting engineer to assist with additional project scoping, including site visits, ensuring projects are non regulatory in nature, assessing challenges to project implementation (e.g. permitting), developing preliminary cost estimates and recommending next steps for project development. CVRPC will take the</p>	<p>Upon selection and prioritization of the most desired projects and completion of the general project development phase, CCRPC will progress to specific project development activities for the top 3-5 prioritized projects.</p>	<p>(1)A brief narrative summary of tasks performed, and resources reviewed to find projects for development and to determine Project Eligibility, Project Equity and Inclusion, Project Importance, and Project Efficiency</p> <p>(2)A list of proposed projects to develop with specific project development funding</p>	<p>\$2,990</p>	<p>\$1,700</p>	<p>\$4,490</p>

	<p>lead on establishing landowner communication, generating ANR locator maps for projects not currently included in the Watershed Projects Database, and working with the Winooski River Basin Planner to determine the information necessary to derive a preliminary phosphorus-reduction estimate.</p>					
<p>Specific Project Development</p>	<p>With assistance from the engineering consultant, develop basic project concept drawings for communicating with landowners and documenting landowner support. Identify responsible O & M party. Assess required permits. Contact other stakeholders to review obstacles to project advancement. Produce a BIF or New Project Forms for data entry into the Watershed Projects Database. Complete project reporting, invoicing and documentation. Following the successful conclusion of the grant, CVRPC will submit proposals for project advancement (design, implementation, O & M) to the Winooski River Basin Clean Water Service Provider in response to their FY25 Round 1 Project Solicitation (proposals due in July 2024).</p>	<p>3-5 projects will be moved towards design and implementation . CVRPC will conduct outreach, site visits, review natural resource concerns and permitting requirements..</p>	<p>(1)A completed nform for any projects that received funding for development that are absent from the Watershed Projects Database. Note this is the new form that has replaced the standard BIF. (2)A completed Project Development BIF to include all projects that received funding for development. Note this may change to an ANR Online Form and block grantees will be alerted of the change in report format if/when appropriate. (3)Site photo(s) (if available). Projects determined to be infeasible do not need to submit site photos. (4)ANR Locator Map. Projects determined to be infeasible do not need to submit a locator map.</p>	<p>\$5,980</p>	<p>\$4,264</p>	<p>\$10,244</p>

					total	\$14,934
					:	

Attachment B

Payment Provisions

This grant is a cost-reimbursable grant. Payments made to the Grantee by ACRPC are based on the submittal of invoices including a date range in which activities on this grant were undertaken. Grantees are required to keep documentation of all expenses reported to ACRPC on the invoice, but are not required to submit those documents with each invoice. ACRPC reserves the right to ask for expense documentation upon request.

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

All invoices must be received within 90 days after the end date of this agreement. Any invoices received after 90 days may not be honored.

As part of the procurement process, the Grantee must verify and document that none of its subcontractors are listed on the federal debarment list located at <https://sam.gov/content/home> or the State debarment list maintained by the Vermont Buildings and General Services (BGS) and located at: <https://bgs.vermont.gov/purchasingcontracting/debarment>. Both the name of the entity and name of the primary point of contact must be checked.

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work.

Attachment C**Customary ACRPC Grant Provisions**

1. Definitions: For purposes of this Attachment, "Party" shall mean the Grantee within whom ACRPC 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 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 ACRPC 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. Party agrees that ACRPC shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. Independent Contractor: the Party understands that it shall perform all work hereunder as an independent contractor. ACRPC will not provide any benefits, insurance or preferential tax treatment to the Party. As such, the Party shall be solely liable for all benefits, insurance and tax liability it incurs under the scope of this contract. The Party will act in an independent capacity and not as officers or employees of ACRPC.
5. General Compliance with the law. The Party shall comply with all Federal, State and local laws and ordinances applicable to any of the work involved under this Agreement. The Party shall also comply with all the State requirements pertaining to the expenditure of State funds.
6. Workers Compensation. With respect to all operations performed, the Party and its Sub-consultants shall carry worker's compensation insurance in accordance with the laws of 2 the State of Vermont. In addition, sole proprietors shall demonstrate that they have taken out an adequate workers compensation policy on themselves. The Party shall provide ACRPC with a certificate of insurance demonstrating that they have procured worker's compensation insurance for all employees working under this agreement.
7. 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 of Vermont 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.

5. Defense and Indemnity: The Party shall defend the ACRPC 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. ACRPC 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. ACRPC retains the right to participate at its own expense in the defense of any claim. ACRPC 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 ACRPC and its officers and employees if ACRPC, 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 ACRPC 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.

6. Reliance by ACRPC on Representations: All payments by ACRPC 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.

7. 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.

8. Force Majeure: Neither ACRPC 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 ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must provide that it made all reasonable efforts to remove, eliminate, or minimize such cause of delay or damages, diligently pursued performance of its obligations under the Agreement, substantially fulfilled all non-excused obligations, and timely notified the other part of the likelihood or actual occurrence of an event described in this paragraph.

9. 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.

10. Continuity of Performance: In the event of a dispute between the Party and ACRPC, 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

[end of standard provisions]

Attachment D**Final Performance Report**

- I. Project Information
Organization:
Title:
Report Date:
Date Project(s) Completed:
Project Location(s):
Total Project Costs:

- II. Summary of Work Completed: Attach a brief description of work completed for this project(s). Please include a brief narrative on how the project: 1) advanced regional environmental justice, equity, diversity and inclusion and 2) supported the goals of Act 76 (Vermont's clean water goals).
 - a. Grantees that receive *general project scoping* funds must also provide:
Final performance report including a summary of progress made on the project(s), technical/cost/schedule issues encountered, planned next steps, and the following items:
 - A brief narrative summary of tasks performed, and resources reviewed to find projects for development
 - A list of proposed projects to develop with specific project development funding (a completed funding application submitted to ACRPC for specific project development will suffice to avoid redundancy).
 - All items also required under the specific project development funds deliverables (see [b] below.)

 - b. Grantees that receive *specific project development funds* must also provide:
Final performance report including a summary of progress made on the project(s), technical/cost/schedule issues encountered, planned next steps, and the following items:
 - A completed ANR Online Clean Water Project – New Project Form for any projects that received funding for development that are absent from the Watershed Projects Database.
 - A completed Project Development BIF to include all projects that received funding for development.
 - Site photo(s) (if available). Projects determined to be infeasible do not need to submit site photos.

- ANR Locator Map. Projects determined to be infeasible do not need to submit a locator map.

Attachment E

ANR Online Clean Water Project – New Project Form

<https://anronline.vermont.gov/?FormTag=CWPNewProject>

This form provides the minimum amount of information needed to enter new projects into the Watershed Projects Database (WPD). This form must be completed at the close of any assessment/project identification or project development work to upload newly identified projects into the WPD, as well as at the close of any preliminary or final design phase for projects that are recommended to proceed to the next phase. This form might also be needed during project application processes. This form replaces the Batch Import File (BIF).

[Training video for submitting a New Project Form](#)

Attachment F

Project Development Batch Import File

https://dec.vermont.gov/sites/dec/files/WID/CWIP/Project%20Development%20BIF_2023.xlsx

This is a reporting spreadsheet specific to the Project Development Block Grant.