



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: April 8, 2014
Subject: Grant/Position Request

Enclosed please find four (4) items that the Joint Fiscal Office has received from the administration. Seventeen (17) limited service positions are associated with these items.

JFO #2673 – \$52,000 grant from the Massachusetts Attorney General to the Vermont Office of the Attorney General. These funds will be used to offer a training program for data security certification. The Vermont Attorney General will host the International Association of Privacy Professionals training on behalf of a number of participating state Attorneys General. The training will include participants from Vermont. *[JFO received 03/25/14]*

JFO #2674 – In-kind donation of \$150,000 worth of services from Smart Growth America to the Vermont Agency of Transportation. Smart Growth America will provide technical assistance (in the form of facilitated outreach and training) for the development of an update to the Vermont State Design Standards. *[JFO received 3/25/14]*

JFO #2675 – \$150,000 grant from the U.S. Department of Energy to the Vermont Public Service Department. These funds will pass through the Clean Energy States Alliance, Inc., to the Public Service Department. The funding will be used to develop a plan for reducing “soft costs” associated with photovoltaic installations in Vermont, with a particular emphasis on the Burlington area. Soft costs are construction costs other than labor and materials, such as architectural, engineering, and legal costs. *[JFO received 03/25/14]*

JFO #2676 – **Seventeen (17) limited service positions** in the Agency of Human Services. These positions will assist in the process of bidding, evaluating, and selecting a new Medicaid Management Information System (MMIS) vendor. The positions are 90% federally funded (salary and benefits) and funding is included in the AHS annual budget. *[JFO received 03/28/14]*

Please review the enclosed materials and notify the Joint Fiscal Office (Nathan Lavery at (802) 828-1488; nlavery@leg.state.vt.us) if you have questions or would like an item held for legislative review. Unless we hear from you to the contrary by April 18 we will assume that you agree to consider as final the Governor’s acceptance of these requests.



State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

[phone] 802-828-2376
 [fax] 802-828-2428

Agency of Administration

SFO 2675

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:		Roof-Top Solar Challenge Grant to the New England states from the U.S. Department of Energy, via the Clean Energy States Alliance.			
Date:		2/28/2014			
Department:		Public Service Department			
Legal Title of Grant:		New England Solar Cost-Reduction Partnership			
Federal Catalog #:		DE-EE0006305			
Grant/Donor Name and Address:		U.S. Department of Energy, Golden, Colorado			
Grant Period:		From: 9/30/2013		To: 3/30/2016	
Grant/Donation		\$150,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$14,000	\$136,000	\$	\$150,000	
Position Information:		# Positions	Explanation/Comments		
		0			
Additional Comments:					
Has Vantage budget detail been reviewed and reconciled?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	D3	(Analyst Initial)
Department of Finance & Management		SC 3/11/14	(Initial) D3 3-10-14		
Secretary of Administration		/C 03/11/14	(Initial)		
Sent To Joint Fiscal Office		3/21/14	Date		

RECEIVED
 MAR 25 2014
 JOINT FISCAL OFFICE



STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:				
2. Department:		Public Service Department		
3. Program:		Clean Energy Development Fund		
4. Legal Title of Grant:		New England Solar Cost-Reduction Partnership		
5. Federal Catalog #:		Award No. DE-EE0006305		
6. Grant/Donor Name and Address: US Dept. Of Energy via the Clean Energy States Alliance				
7. Grant Period:		From: 9/30/2013	To: 3/30/16	
8. Purpose of Grant: Lowering the soft costs of photovoltaic installations in VT and collaboration with other New England States on solar soft cost reduction efforts.				
9. Impact on existing program if grant is not Accepted: None on existing programs, just lost opportunity				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 14	FY 15	FY	
Personal Services	\$12,111	\$38,994	\$	
Operating Expenses	\$0	\$	\$	
Grants	\$5,000	\$131,901	\$	
Total	\$17,111	\$170,895	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$24,901	\$	CEDF Funds
In-Kind	\$3,111	\$9,994	\$	
Federal Funds:	\$14,000	\$136,000	\$	
(Direct Costs)	\$14,000	\$136,000	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source)	\$	\$	\$	
Total	\$17,111	\$170,895	\$	
Appropriation No:	FY14	Amount:	\$	
	Fund 22005		\$	
	Dept ID 2240000000		\$14,000	
			\$	
	FY15		\$	
	Fund 22005		\$	
	Dept ID 2240000000		\$136,000	
		Total	\$150,000	

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STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: Christopher Recchia Agreed by: CR (initial)

12. Limited Service Position Information:	# Positions	Title
N/A		
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: <u>[Signature]</u>	Date: <u>2/13/14</u>
	Title: <u>Commissioner</u>	
	Signature:	Date:
	Title:	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/>	Approved:	(Secretary or designee signature) <u>[Signature]</u>	Date: <u>03/11/14</u>
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/>	Check One Box: Accepted	(Governor's signature) <u>[Signature]</u>	Date: <u>2/21/14</u>
<input type="checkbox"/>	Rejected		

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

<input checked="" type="checkbox"/> Request Memo <input type="checkbox"/> Dept. project approval (if applicable) <input checked="" type="checkbox"/> Notice of Award <input checked="" type="checkbox"/> Grant Agreement <input checked="" type="checkbox"/> Grant Budget	<input type="checkbox"/> Notice of Donation (if any) <input type="checkbox"/> Grant (Project) Timeline (if applicable) <input type="checkbox"/> Request for Extension (if applicable) <input type="checkbox"/> Form AA-1PN attached (if applicable)
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End Form AA-1

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).

MEMO

TO: Jeb Spaulding, Secretary of Administration

FROM: Christopher Recchia, Commissioner of Public Service Department

DATE: 3/07/14

RE: AA-1 Request Memo for Regional Solar Grant



The Public Service Department (PSD) is requesting approval to accept a grant from the U.S. Department of Energy via the Clean Energy States Alliance (CESA). CESA is acting as the central grant administrator for a regional Roof-top Solar Challenge grant that the PSD applied for together with the rest of the New England states (except for Maine).

This grant for \$150,000 will allow the PSD to undertake several program efforts that will help reduce the soft costs of installing solar PV across Vermont as well as in Burlington specifically. The PSD will be supplying the require match with minimal in-kind staff time and through its Clean Energy Development Fund in the amount of \$24,901. These are funds the CEDF had already budgeted for solar credit enhancements and therefore no changes to the CEDF budget or programs where necessary.

The grant agreement with CESA attached to the AA-1 has all the specifics about the programs and budget for the grant. If you have any questions please do not hesitate to contact me or the grant manager on this project, Andrew Perchlik.



Grant Agreement between
Clean Energy States Alliance, Inc.
and
Vermont Public Service Department

WHEREAS, the Clean Energy States Alliance, Inc. ("CESA") is a U.S. nonprofit corporation that works with state clean energy funds and other funders of clean energy projects and has extensive knowledge and experience in state clean energy policies, regulations, and programs; and

WHEREAS, CESA has been awarded a U.S. Department of Energy Award, No. DE-EE0006305, in support of the New England Solar Cost-Reduction Partnership under its FOA Rooftop Solar Challenge II ("Project");

WHEREAS, the Vermont Public Service Department ("GRANTEE") is confirmed as a partner on this project and identified as a sub-recipient under Award No. DE-EE0006305;

WHEREAS, CESA, in partnership with GRANTEE and four other New England States, has developed a Statement of Project Objectives ("SOPO"), with U.S. Department of Energy, to perform the tasks and complete the deliverables as stated in the Project proposal, which is included as Attachment A;

NOW THEREFORE, CESA and GRANTEE hereby agree as follows:

1) WORK TO BE PERFORMED

The purpose of this grant agreement is to have the GRANTEE prepare and implement program activities in support of the completion of tasks described in the SOPO for the Project that pertain to the state of Vermont and its participating municipalities. The GRANTEE will also take responsibility for collecting information about policies, regulations, and incentives in the state of Vermont that relate to solar PV. In addition, the GRANTEE shall provide support and expertise to this Project as more fully described in the SOPO, and as modified by CESA, provided that any modifications affecting the GRANTEE's services are subject to and conditioned upon the GRANTEE's approval.

2) TERM OF GRANT AGREEMENT

The term of this grant agreement is from September 30, 2013 through March 30, 2016, subject to a go/no-go decision by the U.S. Department of Energy after the first 18 months of award No. DE-EE0006305.

3) GRANT AGREEMENT BUDGET

This grant agreement contains two distinct budget periods with the first period comprised of 18 months and the second period of an additional 12 months. These two budget periods reflect U.S. Department of Energy's decision making process for funding the Project after the first 18 months. At the conclusion of the first 18 months, U.S. Department of Energy will make the determination whether to fund the Project for an additional 12 month period.

The total amount obligated under this grant agreement by CESA to the GRANTEE shall not exceed US \$150,000.00 as follows. The first 18-month obligation for Budget Period 1 shall be \$44,076.00. The following 12-month obligated amount for Budget Period 2, contingent upon U.S. Department of Energy's determination to continue funding the Project, shall be \$105,924.00. The GRANTEE will perform work according to the hourly rates shown in the fee schedule in Attachment B (VT PSD Budget Justification Form). The GRANTEE shall not be responsible for conducting additional requested tasks if such services will cause the obligation by CESA to exceed \$150,000.00 unless CESA authorizes an increase. The obligated amount of \$150,000.00 includes the GRANTEE's travel expenses to attend Project meetings or conference call expenses to participate in Project meetings and conduct teleconferences needed for this Project. GRANTEE shall not be required to travel without advance approval by CESA and confirmation that allowable expenses incurred will be reimbursed. This grant agreement's obligated amount shall be the exclusive payment owed to the GRANTEE under this agreement. However, as part of this agreement, the GRANTEE shall provide a \$2,682.00 in-kind, cost-share for Budget Period 1 and a \$35,348.00 in-kind, cost-share for Budget Period 2 to fulfill the U.S. Department of Energy Award requirements such that the GRANTEE shall incur a total cost of \$188,030.00.

4) PRINCIPALS

A) The person responsible for managing this grant agreement for the GRANTEE is Andrew Perchlik. His contact information is as follows:

Andrew Perchlik
Manager
Public Service Department, Clean Energy Development Fund
112 State St, Montpelier, VT 05620
Ph: 802-828-4017
andrew.perchlik@state.vt.us

B) The person responsible for managing this grant agreement for CESA is Warren Leon. His contact information is as follows:

Warren Leon
Clean Energy States Alliance
50 State Street, Suite 1
Montpelier, VT 05602
Ph: 978-317-4559
WLeon@cleanegroup.org
cc: Maria@cleanegroup.org and nate@cleanegroup.org

C) If either of the persons identified in 4(A) and 4(B) (“Principals”) or any of the contact information for the Principals changes, the party will notify the other party in writing of the new contact information.

5) DELIVERABLE AND TIMELINES

While the GRANTEE will participate in a wide range of the tasks, it will take special responsibility for the following tasks:

- 1) Develop a plan for how the GRANTEE will advance solar PV soft-cost reductions in the state of Vermont.
- 2) Work to change the net metering registration process in Vermont to allow for electronic submission.
- 3) Work with the City of Burlington to shorten inspection times, to lower costs, and to create uniformity of inspection criteria for those projects in the City of Burlington that currently require inspections.
- 4) Work with the Vermont Public Service Board to update and improve the interconnection rules and the interconnection approval process in the state of Vermont.
- 5) Create credit enhancements—both for developers and for off-takers of the power—to encourage financial institutions to provide debt for community and other solar projects.
- 6) Provide information to the other participating states regarding Vermont’s 10-day interconnection registration process.
- 7) Produce and distribute to the other participating states model group net metering contracts and associated documents for schools and municipalities.
- 8) Meet with CESA and other participating state representatives to share information and identify best practices for minimizing rooftop photovoltaic soft costs.

Additional tasks the GRANTEE will be responsible for and the timeline for completion are delineated in Attachment A, the Project SOPO.

The GRANTEE is responsible for conducting all of its activities in accordance with the U.S. Department of Energy's Special Terms and Conditions set forth in Attachment C. Consent to this grant agreement constitutes the GRANTEE's acceptance of the Special Terms and Conditions outlined in Attachment C.

Tasks and Schedule

The GRANTEE will participate in all aspects of the Project and will contribute, as requested and within the grant agreement budget, to carrying out the tasks below. The GRANTEE will ensure that it completes its work in accordance with the Project timeline included in Attachment A and the Special Terms and Conditions set forth in Attachment C or as modified by mutual agreement.

6) REPORTING

- A. The GRANTEE shall submit brief progress reports as agreed upon by electronic mail to the grant agreement manager and/or by completing online updates on a project management platform. The progress reports will address the status of the work and any issues that affect the performance of this grant agreement or the work products. Completion of identified tasks will satisfy progress report requirements.
- B. The GRANTEE shall also submit quarterly narrative reports (of 1-5 pages in length) to the CESA Grant agreement Manager and his assigns (as a Word Document, submitted by email), due on January 7, April 7, July 7, and October 7 of each year. The reports shall provide a brief description of the work and activities performed in the previous quarter in relation to the relevant Tasks and Subtasks described in the Attachment A, while the Project is ongoing. The quarterly reports shall provide an overview of what was accomplished under these goals and objectives established for this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. A written comparison of the actual project accomplishments with the project goals and objectives established for the reporting period; if goals and/or objectives for the reporting period were not met, a detailed description of the variance shall be provided.
- C. The GRANTEE shall work in good faith with CESA to provide any currently unidentified reports or other information as needed to meet U.S. Department of Energy reporting requirements.

7) CONFIDENTIALITY

All GRANTEE communications with CESA and its other grantees and contractors in connection with the professional services performed under this grant agreement are regarded as confidential and may not be disclosed to any party unless the CESA grant agreement manager listed in paragraph 4(B) agrees in writing to such disclosure. Confidential information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain or information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

8) COPYRIGHT

All reports, presentations, and any other materials created by the GRANTEE under this grant agreement shall be the express property of CESA unless otherwise required by the Special Terms and Conditions set forth in Attachment C. Once approved, CESA will grant the GRANTEE an irrevocable, royalty-free, nontransferable, non-exclusive license to use, reproduce, display, distribute and publish all such copyrightable material.

9) INVOICING

A) The GRANTEE will submit monthly invoices by the 7th of each month reflecting professional services performed, labor costs incurred, cost share contributed, and expenses incurred under this agreement. A budget justification for the GRANTEE's participation in the Project is included as Attachment B. Invoices will include the following items:

- i) Name and complete address of the GRANTEE;
- ii) Date of invoice;
- iii) Billing period covered by invoice;
- iv) *DOE Award No. DE-EE0006305*
- v) Description of services/products being billed, including:
 - (a) Total hours and costs by individual and/or labor category billed;
 - (b) Total labor costs;
 - (c) Total other direct costs by cost category (travel or conference calls);
 - (d) Total Cost Share amount contributed;
 - (e) Current and cumulative amounts for each line item being billed; and
 - (f) Total amount due on the current invoice.

vi) A certification signed by an authorized representative of the GRANTEE, as follows:

“The undersigned hereby certifies to the best of my knowledge and belief that the invoice and any attachments have been prepared from the books and records of Vermont Public Service Department in accordance with the terms of this grant agreement and are correct; the sum claimed under this invoice is proper and due, and all the costs of grant agreement performance have been paid or will be paid currently by Vermont Public Service Department when due in the ordinary course of business; the work reflected by these costs have been performed, and the quantities and amounts involved are consistent with the requirements of this grant agreement; and all required CESA approvals have been obtained.”

B) GRANTEE’s invoices will be sent to:

Anthony Vargo, CFO
Clean Energy States Alliance
50 State Street, Suite 1
Montpelier, VT 05602

phone: 802.223.2554 x214
fax: 802.223.4967
email: tony@cleanegroup.org
cc: WLeon@cleanegroup.org

10) TRAVEL

The GRANTEE must comply with U.S. government travel regulations when arranging travel.

11) PAYMENTS

- A. CESA will invoice the U.S. Department of Energy monthly and will include the GRANTEE’s most recent payment request in that invoice. CESA will make payment to GRANTEE within seven (7) business days upon receipt of payment from the U.S. Department of Energy.
- B. CESA will not be responsible and will not pay any late fees, interest, or any other carrying charges due to slow payments from the U.S. Department of Energy.
- C. Payments shall be payable to “State of Vermont” and payments shall be sent and related inquiries shall be to:

Andrew Perchlik
Manager
Public Service Department, Clean Energy Development Fund
112 State St, Montpelier, VT 05620
Ph: 802-828-4017
andrew.perchlik@state.vt.us

12) RECORD KEEPING

These funds are subject to audit. The GRANTEE agrees that it will maintain complete financial records for all of its costs incurred under this grant agreement for a period of three (3) years after the execution of this grant agreement and will cooperate with CESA in satisfying any audit requests unless otherwise required by the Special Terms and Conditions set forth in Attachment C.

13) TERMINATION

This grant agreement may be terminated by CESA at any time should the U.S. Department of Energy provide notice that it will terminate or suspend DOE Award No. DE-EE0006305. In that event, CESA will be responsible only for payment of the professional services of the GRANTEE that have been performed to that time.

This grant agreement may be terminated at any time by the GRANTEE after giving CESA a 30-day notice of GRANTEE's intent to terminate the agreement. In such case, the GRANTEE shall be reimbursed for only for expenditures made by the GRANTEE as of the date of the termination of this grant agreement.

14) ASSIGNMENT

This grant agreement shall not be transferred or assigned by the GRANTEE without prior consent of CESA.

15) LIABILITY

The GRANTEE is an independent GRANTEE and not an employee, partner, agent of, or joint venture with CESA for any purpose. The GRANTEE is responsible for all insurance (including liability insurance) and contracts entered into by the GRANTEE with third parties for services performed under this agreement. The GRANTEE shall have no claim against CESA hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

16) NOTICES

All notices, requests and other communications under this grant agreement must be in writing or via electronic mail, and shall be deemed to have been given on the date sent, if by electronic mail, or delivered, if delivered by hand or by a generally accepted overnight delivery service, and on the third business day after deposited in the U.S. mail, if mailed by first class, certified or registered mail, return receipt requested, postage and registry fees prepaid, and addressed to the Principals.

