



**STATE OF VERMONT**  
LEGISLATIVE JOINT FISCAL OFFICE

MEMORANDUM

TO: Joint Fiscal Committee Members

FROM: Maria Belliveau, Associate Fiscal Officer

A handwritten signature in black ink, appearing to be 'MB' with a stylized flourish.

DATE: September 11, 2015

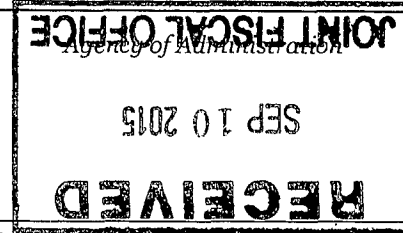
SUBJECT: JFO #2782 - \$12,700 Grant from the U.S. Department of Energy to the Public Service Department

The Joint Fiscal Committee has received a request for approval of a \$12,700 grant from the U.S. Department of Energy, through the Vermont Energy Investment Corporation (VEIC), to the Public Service Department (PSD). This grant represents the first year of a possible three year grant. VEIC is acting as the central grant administrator for an effort to coordinate and facilitate a broad stakeholder process and develop a consensus-driven solar photovoltaic energy deployment plan for the State of Vermont. The funds will allow PSD to participate in the stakeholder meetings as well as to provide comments and analysis to VEIC throughout the process.

The PSD will provide an in-kind match of \$3,171 representing staff time assigned to the project. No new positions are requested.

Please review the enclosed materials and notify the Joint Fiscal Office (Maria Belliveau at (802) 828-5971; [mbelliveau@leg.state.vt.us](mailto:mbelliveau@leg.state.vt.us)) if you have questions or would like this item held for legislative review. Unless you respond to the contrary by September 25, 2015 it will be assumed that you agree to consider as final the Governor's acceptance of this request.

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

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


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

<b>Grant Summary:</b>	Grant of \$12,700.00 from US Dept of Energy via the VT Energy Investment Corp. to fund PSD's participation in stakeholder meetings, comments and analysis for a solar PV plan for the State of Vermont. PSD is a subrecipient of this federal grant.
-----------------------	--

<b>Date:</b>	8/20/2015
--------------	-----------

<b>Department:</b>	Public Service Department
--------------------	---------------------------

<b>Legal Title of Grant:</b>	Solar and Distributed Generation as Key Elements in Meeting VT's Comprehensive Energy Plan Goals
------------------------------	--

<b>Federal Catalog #:</b>	DE-EE0006911
---------------------------	--------------

<b>Grant/Donor Name and Address:</b>	US Dept of Energy via Vermont Energy Investment Corporation 128 Lakeside Ave, Suite 401, Burlington, VT 05401
--------------------------------------	--

<b>Grant Period:</b>	<b>From:</b> 12/15/14	<b>To:</b> 12/15/15
----------------------	-----------------------	---------------------

<b>Grant/Donation</b>	\$12,700.00
-----------------------	-------------

	SFY 1	SFY 2	SFY 3	Total	Comments
<b>Grant Amount:</b>	\$12,700	\$0	\$0	\$0	

<b>Position Information:</b>	# Positions	Explanation/Comments
	0	

<b>Additional Comments:</b>	
-----------------------------	--

<i>7/8/15</i> Department of Finance & Management	<i>[Signature]</i>	(Initial)
Secretary of Administration	<i>[Signature]</i>	(Initial)
Sent To Joint Fiscal Office	<i>9/8/15</i>	Date



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

BASIC GRANT INFORMATION					
<b>1. Agency:</b>					
<b>2. Department:</b>		Public Service Department			
<b>3. Program:</b>		Planning and Energy Resources			
<b>4. Legal Title of Grant:</b>		SOLAR AND DISTRIBUTED GENERATION AS KEY ELEMENTS IN MEETING VERMONT'S COMPREHENSIVE ENERGY PLAN GOALS			
<b>5. Federal Catalog #:</b>		DE-EE0006911			
<b>6. Grant/Donor Name and Address:</b> US Dept. Of Energy via Vermont Energy Investment Corporation					
<b>7. Grant Period:</b>		<b>From:</b> 12/15/2014	<b>To:</b> 12/15/2015		
<b>8. Purpose of Grant:</b> To coordinate and facilitate a broad stakeholder process and develop a consensus-driven solar deployment plan for the State of Vermont.					
<b>9. Impact on existing program if grant is not Accepted:</b> Little to none. The impact would be the lost opportunity of the funds and collaboration that will assist the Dept's comprehensive energy planning and Dept's participation in the new net metering rule making by the Public Service Board.					
10. BUDGET INFORMATION					
		<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Comments</b>
<b>Expenditures:</b>		<b>FY 16</b>	<b>FY</b>	<b>FY</b>	
Personal Services		\$15,857 <sup>71</sup> / <sub>2</sub>	\$	\$	
Operating Expenses		\$	\$	\$	
Grants		\$ <sup>71</sup> / <sub>2</sub>	\$	\$	
<b>Total</b>		\$15,857 <sup>71</sup> / <sub>2</sub>	\$	\$	
<b>Revenues:</b>					
State Funds:					
Cash		\$	\$	\$	
In-Kind		\$3,171	\$	\$	
Federal Funds:					
(Direct Costs)		\$12,700	\$	\$	
(Statewide Indirect)		\$	\$	\$	
(Departmental Indirect)		\$	\$	\$	
Other Funds:					
Grant (source )		\$	\$	\$	
<b>Total</b>		\$15,871	\$	\$	
<b>Appropriation No:</b>	FY16	<b>Amount:</b>		\$	
	Fund 22005			\$	
	Dept ID 2240000000			\$12,700	
				\$	
				\$	
				\$	

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

		\$
	<b>Total</b>	\$12,700

Has current fiscal year budget detail been entered into Vantage?  Yes  No

**PERSONAL SERVICE INFORMATION**

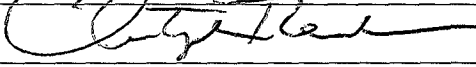
11. Will monies from this grant be used to fund one or more Personal Service Contracts?  Yes  No  
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: \_\_\_\_\_ Agreed by: \_\_\_\_\_ (initial)


12. Limited Service Position Information:	# Positions	Title
<b>Total Positions</b>	0	

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

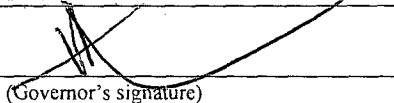
**13. AUTHORIZATION AGENCY/DEPARTMENT**

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: 	Date: 9/22/15
	Title: Commissioner	
	Signature: _____	Date: _____
	Title: _____	

**14. SECRETARY OF ADMINISTRATION**

<input checked="" type="checkbox"/>	Approved:	(Secretary or designee signature) 	Date: 09/26/15
-------------------------------------	-----------	--	----------------

**15. ACTION BY GOVERNOR**

<input checked="" type="checkbox"/>	Check One Box: Accepted	(Governor's signature) 	Date: 9/4/15
<input type="checkbox"/>	Rejected		

**16. DOCUMENTATION REQUIRED**

**Required GRANT Documentation**

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

**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).


27 2015



**MEMORANDUM**

---

To: Secretary Justin Johnson

From: Commissioner Christopher Recchia 

Date: July 21, 2015

Subject: Grant Agreement with VEIC for Participation in a DOE Sun-Shot Grant

---

The Public Service Department (PSD) is requesting approval to accept a grant from the U.S. Department of Energy via the Vermont Energy Investment Corporation (VEIC). VEIC is acting as the central grant administrator for an effort to coordinate and facilitate a broad stakeholder process and develop a consensus-driven solar PV deployment plan for the State of Vermont. VEIC applied for the Sun-shot grant together with the PSD and the Montpelier based Regulatory Assistance Project.

The grant to the PSD is for \$12,700 is for the first year of a possible three year grant. The funds will allow PSD to participate in the stakeholder meetings as well as to provide comments and analysis to VEIC throughout the project.

The PSD will be supplying the require match with minimal in-kind staff time in the amount of \$3,171.

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

**From:** Perchlik, Andrew  
**Sent:** Thursday, August 13, 2015 4:56 PM  
**To:** Aronowitz, Jason  
**Subject:** RE: JFC Questions for grant acceptance

Jason,

Please find below the additional information needed to process our recent AA-1 grant request. Please do not hesitate to contact me if you have any questions or need additional information:

1. There was an error in budget section of the AA-1 (Section 10). Here is a corrected version of that section:

	SFY 1
<b>Expenditures:</b>	<b>FY 16</b>
Personal Services	\$15,871
Operating Expenses	\$
Grants	\$
<b>Total</b>	<b>\$15,871</b>
<b>Revenues:</b>	
State Funds:	\$
Cash	\$
In-Kind	\$3,171
Federal Funds:	\$12,700
(Direct Costs)	\$12,700
(Statewide Indirect)	\$
(Departmental Indirect)	\$
Other Funds:	\$
Grant (source )	\$
<b>Total</b>	<b>\$15,871</b>

Below are answers to the eight questions you sent:

1. Are there any state matching requirements or contributions?  
 >Yes, there is a requirement of 20%. We anticipate a higher in-kind contribution of staff time of at least \$3,171.
2. Is the State already performing the function for which the funds are intended?  
 >No, not specifically, but the work does fall into the type of work the PSD staff does routinely.
3. After the term of the grant expires, what is the intent for the underlying activity? Does the grant funded activity cease to exist? Will the state be asked to assume financial responsibility?  
 >The State's activity will end when the grant (Federal Catalog number of DE-EE0006911, Title: Solar and Distributed Generation as a Key Element in Meeting Vermont's Comprehensive Energy Goals) that this grant is a sub-grant of ends. There will be no on-going financial responsibility of the State after the term of the grant.

4. What are the measurements that are going to be used to evaluate the effectiveness of the expenditure?

> Established staff supervision and management tools will be utilized to evaluate the effectiveness of the expenditure.

5. How will the grant funds be expended? What is the budget for the grant funds, including all funding sources, for the duration of the grant?

>Grant funds will be used to compensate the PSD for staff time to participate in U.S. DOE funded grant to the Vermont Energy Investment Corporation (VEIC). That grant is: Federal Catalog number of DE-EE0006911, Title: Solar and Distributed Generation as a Key Element in Meeting Vermont's Comprehensive Energy Goals. The grant is in support of an effort to coordinate and facilitate a broad stakeholder process and develop a consensus-driven solar photovoltaic energy (PV) deployment plan for the State of Vermont.

>Budget for the grant is as listed on the AA1: (Total of \$15,871)

>Duration of the grant is the same as listed on the AA1: (12/15/14 to 12/15/15)

6. What entities are collaborating on this grant; departments, community organizations?

>Vermont Energy Investment Corporation (VEIC) and solar energy stakeholders (businesses and organizations working in the solar energy industry/sector).

7. What is the intended staffing level for the grant funded activity?

> Staff members of the PSD will attend meetings, review materials created by VEIC, and provide data to VEIC during the one year grant term. The PSD estimates 3 or 4 staff members will participate in this grant. No staff member will spend more than 100 hrs working on the activities.

8. New Position Requests:

>No such request is being made.

Sincerely,

\_\_\_\_\_  
Andrew Perchlik

\***New** email: [andrew.perchlik@vermont.gov](mailto:andrew.perchlik@vermont.gov)

Vermont Public Service Department

Clean Energy Development Fund

[andrew.perchlik@state.vt.us](mailto:andrew.perchlik@state.vt.us)

802-828-4017

### ASSISTANCE AGREEMENT

1. Award No. DE-EE0006911		2. Modification No.	3. Effective Date 12/15/2014	4. CFDA No. 81.087
5. Awarded To Vermont Energy Investment Corporation Attn: LINDA GIBSON 128 LAKESIDE AVENUE SUITE 401 BURLINGTON VT 05401		6. Sponsoring Office Energy Efficcy & Renewable Energy		7. Period of Performance 12/15/2014 through 12/31/2015
8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 109-58 Energy Policy Act (2005)		10. Purchase Request or Funding Document No. 15EE000877	
11. Remittance Address Vermont Energy Investment Corporation Attn: LINDA GIBSON 128 LAKESIDE AVENUE SUITE 401 BURLINGTON VT 05401		12. Total Amount Govt. Share: \$533,361.00  Cost' Share : \$141,456.00  Total : \$674,817.00		13. Funds Obligated This action: \$533,361.00  Total : \$533,361.00
14. Principal Investigator David Hill Phone: 802-540-7734		15. Program Manager Rose Marie S. Holsing Phone: 202-287-1793		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401
17. Submit Payment Requests To		18. Paying Office		19. Submit Reports To See Attachment 2
20. Accounting and Appropriation Data				
21. Research Title and/or Description of Project SOLAR AND DISTRIBUTED GENERATION AS KEY ELEMENTS IN MEETING VERMONT'S COMPREHENSIVE ENERGY PLAN GOALS				
For the Recipient			For the United States of America	
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer  Signature on File	
23. Name and Title		24. Date Signed	26. Name of Officer Clay L. Pfrangle	27. Date Signed 12/19/2014



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EE0006911

PAGE OF  
2 | 3

NAME OF OFFEROR OR CONTRACTOR  
Vermont Energy Investment Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 606011088</p> <p>In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.</p> <p>The Project Period for this award is 12/15/2014 through 12/31/2017, consisting of the following Budget Periods:</p> <p>Budget Period 1: 12/15/2014 to 12/31/2015 Budget Period 2: 01/01/2016 to 12/31/2016 Budget Period 3: 01/01/2017 to 12/31/2017</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period.</p> <p>Additional future DOE funding and additional budget periods are not contemplated under this award. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>The Special Terms and Conditions for this award contain specific funding restrictions. Please review the applicable terms for procedures required to lift the restrictions.</p> <p>DOE Award Administrator: Jeannette Singsen E-mail: jeannette.singsen@ee.doe.gov Phone: 720-356-1782</p> <p>DOE Project Officer: Rose Marie Holsing E-mail: rosemarie.holsing@ee.doe.gov. Phone: 202-287-1793</p> <p>Recipient Business Officer: Scott Comeau E-mail: Scomeau@veic.org Phone: 802-540-7770</p> <p>Recipient Principal Investigator: David Hill E-mail: Dhill@veic.org Phone: 802-540-7734</p> <p>Electronic signature or signatures as used in this document means a method of signing an electronic message that-- Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EE0006911

PAGE OF  
3 | 3

NAME OF OFFEROR OR CONTRACTOR  
Vermont Energy Investment Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents. ASAP: YES Extent Competed: COMPETED Davis-Bacon Act: NO Fund: 05450 Appr Year: 2014 Allottee: 31 Report Entity: 200835 Object Class: 41100 Program: 1005617 Project: 0000000 WFO: 0000000 Local Use: 0000000				

## **SUBRECIPIENT AGREEMENT**

### **Between Vermont Energy Investment Corp. and Vermont Department of Public Service**

This Agreement dated \_\_\_ day of July 2015 is between Vermont Energy Investment Corporation ("VEIC") of 128 Lakeside Avenue, Suite 401, Burlington, VT 05401 and Vermont Department of Public Service, 112 State Street, Montpelier VT 05620 hereafter referred to as the "Subrecipient."

WHEREAS, VEIC has an agreement (the "Award Agreement") with the U.S Department of Energy ("the Client") to evaluate SOLAR AND DISTRIBUTED GENERATION AS KEY ELEMENTS IN MEETING VERMONT'S COMPREHENSIVE ENERGY PLAN GOALS hereafter referred to as the "Project";

WHEREAS, VEIC desires to employ Subrecipient to provide certain services in connection with the Project; and

WHEREAS, Subrecipient offers unique services and desires to provide VEIC with such services in connection with the Project;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

#### **1. SCOPE OF WORK**

The Subrecipient shall provide all the labor, equipment and any and all other items required to perform the services set forth in Attachment A, "Services and Statement of Work for Work to be Performed by the Subrecipient for VEIC" (the "Services").

All services to be provided by the Subrecipient shall be under the direction of its representative Damon Lane. The following Subrecipient staff are authorized to provide services under this Subrecipient Agreement:

Andrew Perchlik  
Asa Hopkins  
John Woodward

Any additional Subrecipient staff shall be pre-approved by VEIC before beginning work on the Project.

Subrecipient will provide VEIC with intermediate work products as they are completed, including interim analyses, working drafts, and memoranda prepared for the Services.

Subrecipient shall carry out the Services with due diligence and efficiency, in a practical manner designed to promote the purposes of the Project and with due regard to the obligations of the parties thereto.

## **2. PERIOD OF PERFORMANCE**

The period of performance for this Subrecipient Agreement shall be from 12/15/2014 through 12/31/2015

The work and deliverable schedule detailed in Attachment A shall be strictly adhered to.

## **3. FEES AND PAYMENTS**

The Subrecipient shall be paid according to the following provisions:

No later than the 5th business day of each month, Subrecipient will provide to VEIC an invoice for the previous month including: hours spent on the Project, the total reimbursement requested based on the hourly costs for the contributing staff, contribution to cost share equaling at least 20% of the reimbursement requested for the month, and documentation justifying the reimbursement and cost share. Subrecipient's expenses will not be reimbursed, but may be counted toward cost share. The allowability of costs for determination of payments to Subrecipient and determination of Subrecipient's cost share shall be determined in accordance with the allowable-cost principles set forth in Term 27 of the Award Agreement's Special Terms and Conditions (provided as Attachment B to this Subrecipient Agreement).

Notwithstanding the above, the total Labor Fees and Reimbursable Costs to be paid to the Subrecipient to perform all the Services under this Subrecipient Agreement shall not exceed \$12,700. It is understood that the above Fee and Reimbursable Costs include all of Subrecipient's costs and expenses to perform the Services.

Subrecipient will invoice VEIC monthly for Labor, Fee and Reimbursable Costs. The monthly invoices will detail the name of staff, hours being billed, hourly rate, and line item detail of reimbursable expenses and receipts for all reimbursable expenses. Invoices shall be submitted within five business days after the end of each month. Subrecipient invoices received by that date will be included in VEIC's invoice to the Client. Invoices received by VEIC after that date will not be included in that month's invoice to the Client and will be delayed until the following month.

If invoices are submitted by mail they should be sent to:

Accounts Payable  
Vermont Energy Investment Corporation  
128 Lakeside Avenue, Suite 401  
Burlington, VT 05401

If submitted via e-mail invoices should be sent to [AccountsPayable@veic.org](mailto:AccountsPayable@veic.org).

VEIC will pay the Subrecipient's monthly invoices within 5 business days after receiving funds from the Client that are in payment of the Subrecipient's Fee and Reimbursable Costs.

#### **4. INDEPENDENT CONTRACTOR**

For the purposes hereof, Subrecipient is an independent contractor, and shall not be deemed to be an employee or agent of VEIC or the client. Subrecipient shall pay any and all taxes and fees on it imposed by any government under this Subrecipient Agreement.

#### **5. INSURANCE**

Before commencing work on this Subrecipient Agreement, the Subrecipient shall provide Certificates of Insurance to show that the following minimum coverages are in effect. All policies shall be noncancellable without 30 days prior written notice from the insurance carrier to VEIC. It is the responsibility of the Subrecipient to maintain current Certificates of Insurance on file with VEIC through the term of this Subrecipient Agreement.

Workers' Compensation: With respect to all operations performed under this Subrecipient Agreement, the Subrecipient shall carry workers' compensation insurance in accordance with the laws of any state in which it is performing the Services.

General Liability Insurance: With respect to all operations performed under this Subrecipient Agreement, the Subrecipient shall maintain commercial general liability written on an occurrence form with limits of not less than:

\$1,000,000 Each Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$50,000 Damages for Premises Rented to You

Commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.

Automotive Liability: The Subrecipient shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with this Subrecipient Agreement. Limits of coverage shall be in the amount required by any applicable state law.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Subrecipient for the Subrecipient's operations. These are solely minimums that have been set to protect the interests of VEIC.

None of VEIC's insurance coverage shall apply to the Subrecipient.

## **6. REPRESENTATIONS**

The Subrecipient represents that it shall perform the Services:

- a. In accordance with all applicable federal, state and local laws and regulations;
- b. In accordance with the Award Agreement's Special Terms and Conditions; and
- c. In accordance with generally accepted industry principles and practices.

The Subrecipient further represents that there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Services or the VEIC's rights hereunder.

VEIC shall defend, indemnify and hold the Subrecipient harmless against: any injury, death, loss, suit or claim, including expenses and attorneys' arising from any negligent action or omission on the sole part of VEIC in connection with this Subrecipient Agreement.

## **7. GOVERNING LAW**

The interpretation of the terms and conditions of this Subrecipient Agreement shall be governed by the laws of the State of Vermont.

## **8. DEFAULT TERMINATION**

Either party may terminate this Subrecipient Agreement in whole or in part in the event that the other party fails to strictly adhere to any of the terms and conditions of this Subrecipient Agreement or fails to maintain the progress of the work so as to jeopardize the successful and timely completion of the Project. In such event, Subrecipient shall cease such Services immediately upon VEIC's demand. In the event of termination, Subrecipient shall perform such additional work as is necessary for the orderly filing of documents and closing of the Services. Such work shall only pertain to the actual Services and does not include any administrative tasks, such as preparing final invoices, etc. The additional time for filing and closing shall not exceed 5 percent of the total time expended on the undisputed portion of the completed portion of the Services prior to the effective date of termination. Subrecipient shall only be compensated for all undisputed portions of the completed portion of the work actually performed prior to the effective date of termination, plus the work required for filing and closing. However, no payments for undisputed services or filing and close-out work will be made if VEIC has not received payment for these services from the Client. In the event of termination, Subrecipient shall turn over to VEIC all work completed to date; all related documents; and all other information gathered under this Subrecipient Agreement.

## **9. TERMINATION FOR CONVENIENCE**

Notwithstanding any other provision of this Subrecipient Agreement, VEIC may terminate this Subrecipient Agreement without cause by giving thirty (30) days advance written notice thereof to Subrecipient.

Upon termination of this Subrecipient Agreement pursuant to this section, Subrecipient shall have no further obligation to provide services to VEIC pursuant to this Subrecipient Agreement and,

except for payment of fees to Subrecipient for services rendered prior to the date of termination VEIC shall have no further obligation to pay Subrecipient.

Subrecipient shall render a final bill for services to VEIC within thirty (30) days from the date of termination and VEIC shall pay that bill within thirty (30) days of receipt of payment for these services from the Client.

## **10. TERMINATION OF AWARD AGREEMENT**

If the Award Agreement expires or terminates for any reason whatsoever then this Subrecipient Agreement shall automatically terminate on that same date.

Upon termination of this Subrecipient Agreement pursuant to this section, Subrecipient shall have no further obligation to provide services to VEIC pursuant to this Subrecipient Agreement. Except for payment of fees to Subrecipient for services rendered prior to the date of termination VEIC shall have no further obligation to pay Subrecipient. Such fees shall only be paid to Subrecipient if VEIC receives payment of these fees from the Client.

Subrecipient shall render a final bill for services to VEIC within thirty (30) days from the date of termination and VEIC shall pay that bill within thirty (30) days of receipt of payment for these services from the Client.

## **11. FORCE MAJEURE**

A party shall not be liable for any failure of or delay in the performance of this Subrecipient Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to extreme weather or environmental events, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. To the extent such failure or delay substantially jeopardizes the successful and timely completion of the Project, VEIC may terminate this Subrecipient Agreement immediately.

Upon termination of this Subrecipient Agreement pursuant to this section, Subrecipient shall have no further obligation to provide services to VEIC pursuant to this Subrecipient Agreement. Except for payment of fees to Subrecipient for services rendered prior to the date of termination VEIC shall have no further obligation to pay Subrecipient. Such fees shall only be paid to Subrecipient if VEIC receives payment of these fees from the Client.

Subrecipient shall render a final bill for services to VEIC within thirty (30) days from the date of termination and VEIC shall pay that bill within thirty (30) days of receipt of payment for these services from the Client.

## **12. STOP WORK ORDER**

The client may at any time, by written Order to VEIC, require VEIC to stop all or any part of, the Award Agreement work.

Upon receipt of such an Order, the Subrecipient shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the order during the period of work stoppage consistent with public health and safety. The Subrecipient will comply with all subsequent instructions provided by the Client pursuant to this stop work order.

### **13. CONFIDENTIALITY OF DATA, INFORMATION, AND DOCUMENTS**

Subrecipient agrees that all information communicated to it with respect to services to be performed under this Subrecipient Agreement, including any confidential information gained by Subrecipient by reason of association with VEIC or the client, which is identified at the time of disclosure by an appropriate legend, marking, stamp, or other positive written identification in a prominent location to be confidential will be treated as confidential to the extent consistent with Vermont law. Nothing in this Agreement shall be read to require Subrecipient to act in a manner inconsistent with Vermont law.

Subrecipient agrees that all conclusions, recommendations, reports, advice, or other documents generated by Subrecipient pursuant to this Subrecipient Agreement are confidential. Further, Subrecipient:

- a. Shall not disclose any confidential information to any other person or entity unless specifically authorized in writing by VEIC or the client to do so.
- b. Shall use its best efforts to prevent inadvertent disclosure of any confidential information to any third party by using the same care and discretion that it uses with similar data that Subrecipient designates as confidential.
- c. Agrees that copies of confidential information may not be made without the express written permission of VEIC and that all such copies shall be returned to VEIC along with the originals.
- d. Shall return to VEIC promptly at VEIC's request, all confidential materials. Any materials, the return of which is not specifically requested, shall be returned to VEIC promptly at the conclusion of the work on the project or activity to which the materials relate.

However, Subrecipient's obligation to hold any information confidential under this Subrecipient Agreement shall not apply to any information if the same is:

- a. In the public domain at the time of disclosure to Subrecipient by VEIC or the client, or subsequent to the date of disclosure, without breach of this Subrecipient Agreement by Subrecipient; or
- b. Known to Subrecipient, as evidenced by written documentation, prior to disclosure of such information by VEIC or the client; or
- c. Disclosed without restriction to Subrecipient by a third party having a bona fide right to disclose the same to Subrecipient and without breach of this Subrecipient Agreement by Subrecipient; or



- d. Independently developed by representatives of Subrecipient who did not have access to said confidential information.
- e. Subject to a request under the Access to Public Records law (1 V.S.A. § 315 et seq) and not within the scope of any exemption from disclosure as determined by Subrecipient. Subrecipient agrees to notify VEIC of the receipt of any such requests for material identified as confidential under this Agreement to enable the entity claiming confidentiality to obtain an order prohibiting its disclosure if it chooses to do so.

The provisions of this Section shall survive termination of this Subrecipient Agreement.

#### **14. OWNERSHIP OF DATA, INFORMATION AND DOCUMENTS**

- a. All reports, studies, plans, specifications, data, and other information developed, written or prepared, by Subrecipient pursuant to this Subrecipient Agreement, shall be delivered to and become the property of VEIC. The Client reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use such work for Federal purposes, and to authorize others to do so.
- b. The Client has the right to:
  - (1) Obtain, reproduce, publish or otherwise use the data first produced under the Award Agreement, including this Subrecipient Agreement; and
  - (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- c. In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under the Award Agreement, including this Subrecipient Agreement, that were used by the Federal Government in developing an agency action that has the force and effect of law, the Client shall request, and the Subrecipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Client obtains the research data solely in response to a FOIA request, the Client may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, VEIC, and the Subrecipient. This fee is in addition to any fees the Client may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- d. The Subrecipient shall not use the Client's name, logo, identity, any affiliation, or the service mark and any related logo, without VEIC's and the Client's prior written consent.

#### **15. MAINTENANCE OF RECORDS**

The Subrecipient shall keep, maintain, and preserve at its principal office throughout the term of the Award Agreement and for a period of three years after the end of the Award Agreement full and detailed books, accounts, documents, papers and records pertaining to the performance of the Subrecipient Agreement, including without limitation, all bills, invoices, payrolls,

subcontracting efforts and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by the Subrecipient in the course of such performance. The Subrecipient shall provide VEIC, the U.S. Department of Energy, the Comptroller General of the United States, or any of their duly authorized representatives, access to such books, accounts, documents, papers and records for the purpose of making audits, examinations, excerpts and transcriptions.

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 finding involving the records has been resolved.

#### **16. AUDIT ADJUSTMENT**

Any payment made under the Subrecipient Agreement shall be subject to retroactive reduction for amounts included therein which are found by the Client on the basis of any audit of VEIC or the Subrecipient by an agency of the United States or the Client not to constitute an allowable charge or cost hereunder.

#### **17. ASSIGNMENTS, SUBCONTRACTS AND PURCHASE ORDERS**

The assignment, transfer, conveyance, subcontracting or other disposal of this Subrecipient Agreement or any of the Subrecipient's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of VEIC shall be void and of no effect as to VEIC.

#### **18. NON-DISCRIMINATION REQUIREMENTS**

In accordance with all State and Federal statutory and constitutional non-discrimination provisions, the Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

#### **19. EQUAL EMPLOYMENT OPPORTUNITY**

The Subrecipient shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### **20. PERFORMANCE OF WORK IN UNITED STATES**

All work performed under this Subrecipient Agreement must be performed in the United States. This requirement does not apply to the purchase of supplies and equipment; however, the Subrecipient should make every effort to purchase supplies and equipment within the United States.

#### **21. LIMITATIONS ON COMPENSATION COSTS**

The annual compensation costs allowable for an individual proposed as a direct cost under this Subrecipient Agreement are limited to \$250,000 (i.e., \$250,000 is the maximum amount that may

be reimbursed for any one individual's annual compensation and such costs above \$250,000 will not be recognized as Subrecipient cost share).

This limitation does not restrict the Subrecipient or its subrecipients from providing annual compensation to an individual that exceeds \$250,000. However, any amount above \$250,000 cannot be included as a direct cost in the total project costs (i.e., Federal share or Subrecipient cost share).

For purposes of this provision only, the term "annual compensation costs" is defined to include the total amount of wages and salary paid to the employee, which have been approved by the Client's Contracting Officer.

## **22. REPORTING OF TOTAL COMPENSATION OF SUBRECIPIENT EXECUTIVES**

- a. By the end of the month following the month during which this Subrecipient Agreement is fully executed, the Subrecipient shall report to VEIC the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year, if;

- i. In the Subrecipient's preceding fiscal year, the Subrecipient received;

- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986, or equivalent means. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

- b. For purposes of this Subrecipient Agreement, "total compensation" means the cash and noncash dollar value earned by the executive during the Subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### **23. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

- a. By executing this Subrecipient Agreement, the Subrecipient certifies to VEIC that the Subrecipient will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- b. The Subrecipient shall also disclose to VEIC any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

### **24. FEDERAL PROCUREMENT REQUIREMENTS**

In performing the Services, the Subrecipient shall comply with the procurement provisions of Appendix A to Subpart B of 10 C.F.R. Part 600, as applicable.

### **25. REQUIREMENT FOR DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS**

Subrecipient must provide its Data Universal Numbering System (DUNS) number to VEIC. DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

## **26. FLOW DOWN REQUIREMENT**

The Subrecipient shall comply with all applicable provisions of the Award Agreement's Special Terms and Conditions.

## **27. NOTICES**

- a. VEIC's primary contact is Damon Lane
- b. Subrecipient's primary contact is Andrew Perchlik
- c. Any notice or request required or permitted to be given or made in this Subrecipient Agreement shall be in writing to the appropriate primary contact. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, facsimile or electronic mail to the party to which it is required to be given or made, at such party's address specified below or at such other address as the party shall have specified in writing to the party giving such notice, or making such request.

FOR VEIC:

Damon Lane  
Vermont Energy Investment Corporation  
128 Lakeside Avenue, Suite 401  
Burlington, VT 05401  
Telephone: (802) 540-7722  
Fax: (802) 658-1643

For Subrecipient:

Andrew Perchlik  
112 State Street,  
Montpelier, VT 05602  
Telephone: (802) 828-4017  
Andrew.Perchlik@state.vt.us

## **28. ATTACHMENTS**

All attachments to this Subrecipient Agreement are incorporated by reference and made a part of this Subrecipient Agreement. In the event of a conflict between this Subrecipient Agreement and any attachment hereto, this Subrecipient Agreement shall control.

## **29. SEVERABILITY**

If any term or provision of this Subrecipient Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Subrecipient Agreement shall be valid and enforceable to the fullest extent permitted by law.

### **30. NONWAIVER**

The failure of VEIC to enforce any one or more of the provisions of this Subrecipient Agreement shall not be construed to be a waiver thereof, nor shall such failure affect the validity of the Subrecipient Agreement, Subrecipient's obligations hereunder or the right of VEIC to enforce any provision of the Subrecipient Agreement.

### **31. COUNTERPARTS**

The Subrecipient Agreement may be executed in several counterparts by the parties and when so executed shall be considered fully executed to the same extent as if all parties had signed the original document. Facsimile execution is authorized.

### **32. ENTIRE AGREEMENT**

This Subrecipient Agreement, including any appendices, constitutes the entire agreement between VEIC and the Subrecipient and supersedes all prior communications, representations, agreements and understandings whether oral or written made by either of them concerning the subject hereof.

This Subrecipient Agreement may not be modified or amended except by written instrument duly executed by an authorized officer or employee of the party to be bound.

### **33. AMENDMENTS**

Any changes to the Subrecipient's Scope of Work (Attachment A) and fees will be accomplished via written amendment to this Subrecipient Agreement signed by an authorized officer or employee of the Subrecipient and VEIC.

**IN WITNESS WHEREOF, SUBRECIPIENT and VEIC have caused this Subrecipient Agreement to be executed.**

**FOR SUBRECIPIENT**

**FOR VEIC**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## **Attachment A**

### **Services and Statement of Work for Work to be Performed by the SUBRECIPIENT for VEIC**

The Vermont DPS will provide guidance, review, and support for the VEIC team during the contract period with scenario modeling tasks. DPS staff may provide data from earlier analyses and studies that will assist the VEIC team with modeling and scenario development. DPS staff will also provide guidance on policy and regulatory considerations that may be considered and included in the scenario analyses.

DPS staff will also participate as possible in stakeholder meetings and provide updates on revisions and developments on the comprehensive energy plan update and other issues of interest to the stakeholder group related to this project.

DPS staff will also review and provide comments to VEIC on topic area briefs and other working products as requested.



**f. Contractual**

SOPO Task #	Sub-Recipient Name/Organization	Purpose and Basis of Cost	Budget Period 1	Budget Period 2	Budget Period 3	Project Total
1-12	Regulatory Assistance Project	RAP will lead Task 2 to address the future of net metering in VT. RAP will also participate and support other tasks with emphasis on incorporating the results of Task 2 into the project. The basis for costs are RAP average hourly consulting billing rate of \$175/hour.	\$52,857	\$40,770	\$22,505	\$116,133
1-12	VT Public Service Department	Vermont DPS staff will participate in stakeholder meetings, providing state policy and planning perspectives. Having the Department's active participation in stakeholder process is an important element to focus and generate stakeholder buy-in and participation. The cost basis is the average hourly costs for participating staff.	\$15,857	\$12,231	\$6,751	\$34,840
						\$0
						\$0
						\$0
						\$0
		Sub-total	\$68,714	\$53,002	\$29,256	\$150,972
SOPO Task #	Vendor Name/Organization	Purpose and Basis of Cost	Budget Period 1	Budget Period 2	Budget Period 3	Project Total
						\$0
						\$0
						\$0
						\$0
						\$0
		Sub-total	\$0	\$0	\$0	\$0
SOPO Task #	FFRDC Name/Organization	Purpose and Basis of Cost	Budget Period 1	Budget Period 2	Budget Period 3	Project Total
						\$0
						\$0
		Sub-total	\$0	\$0	\$0	\$0
	<b>Total Contractual</b>		\$68,714	\$53,002	\$29,256	\$150,972

Organization/Source	Type (Cash or In Kind)	Cost Share Item	Budget Period 1	Budget Period 2	Budget Period 3	Total Project Cost Share
VEIC	Other	VEIC will create a LEAP model of Vermont energy systems for use in State planning and other projects. Development costs will not be billed to this project.	\$16,400	\$12,800	\$9,200	\$38,400
VEIC	Other	VEIC performs analysis for the Vermont Small Scale Renewable Energy Incentive Program. Developed expertise and analysis tools will be available to this project	\$8,626	\$7,872	\$7,118	\$23,616
VEIC	Other	VEIC will investigate grid connected electric vehicles and other sustainable transportation strategies. Results will be levered by this project at no cost.	\$7,270	\$5,440	\$3,610	\$16,320
VEIC	Other	VEIC will develop strategies and initiatives to take advantage of smart grid data and capabilities to reduce energy consumption and emissions. Data and analysis outcomes will be used for this project at no cost.	\$3,116	\$1,152	\$1,188	\$5,456
VEIC	Other	VEIC is working with a local mobile home manufacturer to develop and market high performance mobile homes with lower operating and lifetime costs than conventional mobile homes. The experience and results will be available to this project at no cost.	\$11,738	\$8,448	\$3,158	\$23,344
Regulatory Assistance Project	Other	RAP will leverage recent work on Net Metering and alternatives to lead Task 2 and contribute staff time and meeting expenses to this and other tasks.	\$10,571	\$8,154	\$4,501	\$23,227
VT Public Service Department	Other	Vermont's Public Service Department will contribute staff time and meeting expenses to support the stakeholder engagement process.	\$3,171	\$2,446	\$1,350	\$6,968
<b>Totals</b>			<b>\$60,893</b>	<b>\$46,312</b>	<b>\$30,125</b>	<b>\$137,330</b>