

Memorandum of Agreement
between
Central Vermont Regional Planning Commission
and
Town of East Montpelier

This Memorandum of Agreement (MOA) between the Central Vermont Regional Planning Commission (CVRPC) and the Town of East Montpelier, Vermont (Municipality) stipulates that:

WHEREAS, emerald ash borer (EAB), a destructive and invasive forest pest that feeds on all species of ash trees and kills over 99% within four years of infestation, was detected in Vermont in February 2018 and has been found in both Washington and Orange Counties;

WHEREAS, ash tree loss is expected to have significant ecological and economic consequences in Vermont and infested ash trees may create potential hazards when located in or near publically accessible locations;

WHEREAS, the State of Vermont is encouraging communities to prepare to manage the decline of ash trees and the future of urban tree canopies without ash;

WHEREAS, CVRPC undertakes certain emergency management functions as defined by its grant agreement with the Vermont Department of Public Safety (#02140-31026C-004), including assisting municipalities to develop draft Emerald Ash Borer Response Plans;

WHEREAS, the Municipality seeks to prepare for and manage the impacts of EAB and the loss of ash trees;

WHEREAS, the Municipality has identified volunteers willing to complete an ash tree inventory following protocols and tools developed by the Vermont Department of Forests, Parks, and Recreation and has committed to developing an EAB Response Plan;

WHEREAS, the Municipality has agreed, subject to the terms and conditions set forth herein, to work with CVRPC to train the volunteers, support their inventory work, and develop an EAB Response Plan;

NOW, THEREFORE, the parties hereby agree as follows:

1. CVRPC will train, or work with the Vermont Department of Forests, Parks, and Recreation to train, volunteers on protocols and tools used to complete ash tree inventories, provide technical assistance and support to the volunteers during the inventory process, provide maps of the completed inventory, and assist the Municipality to draft a EAB Response Plan.
2. Municipality will provide sufficient volunteers to complete the inventory and participate in development of the EAB Response Plan.
3. CVRPC agrees to use grant agreement funds to cover CVRPC's personnel and direct expenses for its activities under this MOA.
4. Municipality agrees to provide cash and/or in-kind match of at least 33.75% of CVRPC's total cost. The match value is estimated to be \$2,804. Eligible in-kind match includes participation by volunteers in trainings and to conduct the inventory, and participation by the volunteers, municipal staff, and/or municipal boards in meetings, document review, and other activities that assure the successful completion of this effort. Attendance at public meetings by the public is not eligible for use as match.
5. Municipality agrees to provide documentation to CVRPC of in-kind match using the attached In-Kind Match Form or similar and to document hourly rates of pay for municipal staff participating in this effort on municipal letterhead.
6. In the event that the municipal in-kind match value is insufficient to meet the agreed upon 33.75% match, CVRPC agrees to invoice the Municipality for the cash value of the remaining match, and the Municipality agrees to pay the invoice.
7. In the event that the Municipality is unable to carry out the responsibilities as identified above, Municipality agrees to reimburse CVRPC for services to complete tasks that would have been performed by the Municipality as part of the in-kind grant match. CVRPC services will be billed at actual costs, which may be a higher rate than municipal or volunteer in-kind services and may increase the project cost for the Municipality.
8. Municipality acknowledges that time and expenses claimed as match under this MOA cannot be used as match to other efforts, and that CVRPC's time and expenses on this effort cannot be used to match other efforts without written consent of CVRPC.

9. This MOA is effective from January 1, 2019 through September 30, 2019. Modifications to this document will be completed through written agreement with the consent of both parties. This Agreement may be cancelled by either party by providing written notice at least 90 days in advance.

ACKNOWLEDGED AND AGREED:

For the Municipality:

Signature: _____

Name: _____

Title: _____

Date: _____

For the CVRPC

Signature: _____

Name: Bonnie Waninger

Title: Executive Director

Date: _____

