



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Daniel Dickerson, Fiscal Analyst
Date: November 18, 2014
Subject: Grant Request #2718, #2719, #2720, #2721, #2722, #2723

Enclosed please find six (6) items that the Joint Fiscal Office has received from the administration.

JFO #2718 – \$10,000 grant from the Consumers Union to the Vermont Department of Finance and Management. These funds will cover a portion of the costs associated with implementation and administration of the new law that requires labeling of food produced from genetic engineering. The donated funds will be deposited in the Vermont Food Fight Fund.
[JFO received 11/10/14]

JFO #2719 – \$15,000 grant from the Consumers Union Action Fund (separate from above) to the Vermont Department of Finance and Management. These funds will cover a portion of the costs associated with implementation and administration of the new law that requires labeling of food produced from genetic engineering. The donated funds will be deposited in the Vermont Food Fight Fund.
[JFO received 11/10/14]

JFO #2720 – \$250,000 grant from the Northern Border Regional Commission to the Vermont Agency of Transportation. These funds will be used to install a 2,500 foot rail siding for a new Washington County Railroad (WCRR) transload facility near the town of Barton, VT. The total project cost is estimated at \$382,120, of which, \$63,350 will be paid from in-kind contributions from the WCRR and \$68,770 will be derived from the value of state-owned rail assets, with the remainder being funded by the grant.
[JFO received 11/10/14]

JFO #2721 – \$95,126 grant from the U.S. Dept. of Health and Human Services to the Vermont Agency of Human Services. These funds will be applied to the Agency's Refugee Targeted Assistance Program to supplement services already provided to refugees in Vermont. These services are geared towards making refugees economically self-sufficient as soon as possible after arriving in the U.S. through English language training and employment services.
[JFO received 11/10/14]

JFO #2722 – \$39,978 donation from the Vermont National Guard to the State of Vermont. These funds were previously appropriated to the Military Department in 2004 and 2005 as part of a

larger funding package to assist military members in emergency situations. Since that time, the Vermont National Guard Charitable Foundation (VTNGCF) has been established with ample funding to support its mission and the remaining State funds are no longer needed. The donation will be deposited into the General Fund.

[JFO received 11/13/14]

JFO #2723 - \$13,500 grant from Keurig Green Mountain to the Vermont Agency of Human Services. This grant will fund a volunteer coordinator position in the SerVermont program to organize volunteers for projects to improve the water quality of Lake Champlain. The position will be funded for one year.

[JFO received 11/13/14]

Please review the enclosed materials and notify the Joint Fiscal Office (Daniel Dickerson at (802) 828-2472; ddickerson@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 December 1 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

Agency of Administration

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

STATE OF VERMONT
FINANCE & MANAGEMENT GRANT REVIEW FORM

Grant Summary:		Award to pay an intern through SerVermont to organize projects to work on improving the water quality in Lake Champlain			
Date:		11/5/2014			
Department:		Agency of Human Services Central Office			
Legal Title of Grant:		n/a			
Federal Catalog #:		n/a			
Grant/Donor Name and Address:		Keurig Green Mountain, Waterbury, VT 05676			
Grant Period:		From: 11/1/2014		To: 9/26/2015	
Grant/Donation		\$13,500			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$13,500	\$	\$	\$13,500	
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	SR (Analyst Initial)	
Department of Finance & Management					(Initial)
Secretary of Administration					(Initial)
Sent To Joint Fiscal Office				11/10/14	Date

RECEIVED
 NOV 13 2014
JOINT FISCAL OFFICE



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

BASIC GRANT INFORMATION				
1. Agency:	Agency of Human Services			
2. Department:	Secretary's Office			
3. Program:	N/A			
4. Legal Title of Grant:	N/A			
5. Federal Catalog #:	N/A			
6. Grant/Donor Name and Address:				
Keurig Green Mountain, Waterbury, VT 05676				
7. Grant Period:	From:	Upon Approval	To:	9/26/2015
8. Purpose of Grant:				
Award of \$13,500 to support SerVermont's mission via a paid intern who will organize volunteers for projects to improve the water quality of Lake Champlain. This intern would be hired as a temporary employee.				
9. Impact on existing program if grant is not Accepted:				
The ability of SerVermont to provide volunteer support toward improving the water quality of Lake Champlain would be limited.				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	
Expenditures:	FY 2015	FY	FY	Comments
Personal Services	\$13,500	\$	\$	
Operating Expenses	\$	\$	\$	
Grants	\$	\$	\$	
Total	\$13,500	\$	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source Non-Federal grant)	\$13,500	\$	\$	
Total	\$13,500	\$	\$	
Appropriation No: 3400001000				
Amount:			\$13,500	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

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

	Total \$13,500
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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
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: <i>Dixie Henry</i>	Date: <i>11/3/14</i>
	Title: <i>Deputy Secretary, ARTS</i>	
	Signature: _____	Date: _____
	Title: _____	

OKged

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/>	Approved: _____ (Secretary or designee signature)	Date: <i>11/11/14</i>
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/>	Check One Box: Accepted	Date: <i>11/10/14</i>
<input type="checkbox"/>	Rejected	Date: _____

(Governor's signature)

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

- | | |
|---|--|
| <input type="checkbox"/> Request Memo
<input type="checkbox"/> Dept. project approval (if applicable)
<input type="checkbox"/> Notice of Award
<input type="checkbox"/> Grant Agreement
<input 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) |
|---|--|

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).

Daniel Dickerson

From: Kolling, Philip <Philip.Kolling@state.vt.us>
Sent: Friday, November 14, 2014 11:31 AM
To: Daniel Dickerson
Cc: Donahey, Richard
Subject: SerVermont / Keurig Green Mountain Grant

Dan,

I have been working with the AHS Secretary's Business Office to ensure that all potential funding options beyond the end date of the grant with Keurig are available to support this position.

The Keurig grant would end in September 2015, by which time the \$13,500 would be fully spent. SerVermont has our Commission Support Grant from the Corporation for National and Community Service (\$250,000) of which funds could be allocated to sustain the position if necessary.

Thanks,
Phil

Philip Kolling
Executive Director

SerVermont
109 State Street
5th Floor
Montpelier VT 05609-4801

philip.kolling@state.vt.us
P: 802-828-6409
C: 802-760-0042



KEURIG
GREEN MOUNTAIN



33 Coffee Lane
Waterbury, VT 05676
T + 800 432 4627
KeurigGreenMountain.com

September 9, 2014

Philip Kolling, SerVermont
Harry Chen, M.D., Acting Secretary
State of Vermont
Agency of Human Services
109 State Street
Montpelier, VT 05609

Re: Keurig Green Mountain, Inc. Employee Community
Grant- Vermont

Dear Philip Kolling and Harry Chen, M.D.:

Keurig Green Mountain, Inc. (the "Company") is pleased to award SerVermont/State of Vermont (the "Grantee") a grant in the amount of \$13,500 for the period beginning on the date you sign this agreement (the "Start Date") to September 26, 2015 (the "Grant Period"). This agreement (the "Grant Agreement") contains the terms and conditions of this grant.

Charitable Purpose of the Grant. The charitable purpose of this grant is to support SerVermont's mission to support, promote and engage Vermonters in volunteer service, specifically through a volunteer coordinator organizing volunteers for projects to improve the water quality of Lake Champlain, as described in your proposal (the "Proposal") and budget (the "Budget") dated July 22, 2014 (together, the "Project").

Tax Status. The Grantee confirms that as a governmental unit it is exempt from federal income tax. You agree to advise us immediately if there is any change in your organization's tax status during the Grant Period.

Use of Grant Funds. Grant funds may only be used for the Project. Please contact Eliza Leeper if any grant funds are unexpended or uncommitted at the end of the Grant Period to determine whether such funds should be returned to the Company or applied to purposes consistent with the Project. Any Budget cost category change of more than 15% must be approved in writing by the Company in advance. You may not use the grant funds to



reimburse any expenses you chose to incur prior to the Start Date.

Political Campaign/Lobbying Activity. Grant funds may not be used to influence the outcome of any election for public office or to carry on any voter registration drive. There is no agreement, oral or written, permitting the grant funds to be directed to or earmarked for lobbying activity or other attempts to influence local, state, federal, or foreign legislation. The Company is not retaining or employing you to engage in lobbying activities.

Anti-Terrorism. You confirm that you are familiar with the U.S. Executive Orders and laws prohibiting the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by the U.S. Government. You will use reasonable efforts to ensure that you do not support or promote terrorist activity or related training, or money laundering.

Scholarships and Fellowships. You have the exclusive right to select scholarship and fellowship recipients and you will conduct the selection process independently of the Company.

Travel Stipends/Conference Attendance Subsidies. You have the exclusive right to select the individuals to whom you will give travel stipends or conference attendance subsidies and you will conduct the selection process independently of the Company. Company employees are not eligible to receive travel stipends or conference expense reimbursements.

Subgrants and Subcontracts. You have the exclusive right to select subgrantees and subcontractors for the Project. The Company has not earmarked the use of the grant funds for any specific subgrantee or subcontractor. You, and not the Company, are responsible for ensuring that all subgrantees and subcontractors use grant funds consistent with this Grant Agreement and the Proposal. Neither you nor your subgrantees or subcontractors may make any statement or otherwise imply to donors, investors, media or the general public that the Company directly funds the activities of any subgrantee or subcontractor. Any agreements with subgrantees and subcontractors you engage to assist with the Project must include the following language: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of Keurig Green Mountain, Inc. (Keurig). You may state that SerVermont/State of Vermont is the Company's grantee and that you are a subgrantee or subcontractor of SerVermont/State of Vermont for the Project."



Payments and Reports. This table shows the deliverables (including reports) and milestones for this grant. Where indicated, the Company's payment is contingent on the Company's approval of the listed deliverable and/or milestone. The Company may authorize changes to the payment and reporting schedules from time to time where appropriate. The Company will confirm any such changes in writing.

Payment Amount	Milestone or Deliverable	Due by
\$13,500	Signed Grant Agreement	9/26/2014
	6 month report	4/1/2015
	Final report	10/1/2015

Milestones. For a report to be satisfactory, you must demonstrate meaningful progress against the milestones contained in this Grant Agreement and the Proposal. Milestones may be added or modified during the Grant Period. The Company will confirm any agreed changes to the milestones in writing.

Report Templates. You are required to submit one or more reports regarding the expenditure of grant funds and your progress on the Project. The Company's report templates and submission guidelines for this grant can be obtained from your Keurig contact. These templates and guidelines are subject to change. Please submit reports electronically to your Keurig contact. You also agree to submit other reports that the Company may reasonably request.

Record Maintenance and Inspection. The Company requires that you maintain adequate records for the Project to enable the Company to easily determine how the grant funds were expended. Your books and records must be made available for inspection by the Company or its designee at reasonable times to permit us to monitor and conduct an evaluation of operations under this grant.

Compliance. If (a) the Company is not reasonably satisfied with your progress on the Project; (b) significant leadership or other changes occur that the Company believes may threaten the Project; or (c) you fail to comply with any term or condition of this Grant Agreement, the Company will notify you of its concerns and



provide you with a reasonable period of time to address them. If no resolution satisfactory to the Company is reached within that time period, the Company may, at its discretion, terminate the grant. If the Company determines that the cause of its concerns cannot be remedied, the Company may immediately terminate, suspend, or withhold payment on the grant. On termination, if requested by the Company, you agree to promptly return to the Company any unspent and uncommitted grant funds (as of the date of termination) previously distributed to you by the Company for the Project.

Evaluation. The Company values research and evaluation of the projects it funds. You agree to inform the Company of any research or evaluation you conduct or commission regarding the Project and to provide to the Company a copy of any report or findings from the research or evaluation.

Indemnification. The parties agree that each will be responsible for the costs, consequences, and liabilities of its own actions.

Sub-Option Subgrantee/Subcontractor Indemnification. You agree to obtain agreement from your subgrantees, contractors and subcontractors that they will assume responsibility for all liability for damages and injuries (including reasonable attorneys' fees and expenses) which may arise or result from their actions or omissions or any of their officers, agents or employees, such content and form to be acceptable to the Company (either as an express third party beneficiary or under a separate written agreement with the Company).

Public Access. If requested by the Company, you will make the results of the Project or any reports or other publications regarding the Project funded by this grant (collectively, the "Materials") available to the public: (i) on hard copy media free of charge (other than reasonable processing and shipping costs) or (ii) for free unlimited access and use via an Internet site.

License to Company. You grant the Company a perpetual, nonexclusive, worldwide, royalty-free license to (i) use and copy all or a portion of the results of the Project and any reports or other publications regarding the Project (collectively, the "Materials") and (ii) publicly perform or display and distribute (directly or indirectly) copies of the Materials for the Company's charitable purposes.

Grant Announcements, Public Reports and Use of Company Name and Logo. The

KEURIG
GREEN MOUNTAIN



Company will include information on this grant in our periodic public reports and may make grant information public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. If you wish to issue a press release or announcement regarding the award of this grant, you must obtain advance approval from the Company of the press release and the date of release. You also agree to obtain advance approval from the Company for any other use of the Company's name or logo. The Company requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the grant. Please provide drafts of these materials to your Keurig contact at least two weeks before any press release, announcement or other publication date.

Counterparts: Original. This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Copies of this Grant Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though the Company may require you, the grantee, to deliver original signed documents.

Assignment. This Grant Agreement or any of the rights or obligations under this Grant Agreement may not be assigned without the Company's prior written consent. An assignment includes (a) any transfer of the Project; (b) an assignment by operation of law, including a merger or consolidation, or (c) the sale or transfer of all or substantially all of your organization's assets.

Future Funding. You acknowledge that the Company has made no actual or implied promise of funding except for the amounts specified by this agreement.

Entire Agreement. Severability and Amendment. This Grant Agreement is our entire agreement and supersedes any prior oral or written agreements or communications between us regarding its subject matter. This Grant Agreement will be construed and enforced in accordance with the laws of the State of Vermont. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.

Please sign and return the original signed copy of the Grant Agreement to Eliza Leeper at 33 Coffee Lane Waterbury VT 05676. If possible, please send an electronic scan of the Grant Agreement to eliza.leeper@keurig.com. Please keep a

KEURIG
GREEN MOUNTAIN



copy for your records. If you have questions, please Eliza Leeper at eliza.leeper@keurig.com or 802-264-8093.

On behalf of Keurig Green Mountain, Inc., we extend every good wish for the success of your work.

Sincerely,

Sandy Yusen
Director, Community Relations

Vermont Secretary of AHS, by its authorized representative, agrees to the terms and conditions of this Grant Agreement.

Harry Chen, M.D., Acting Secretary of AHS

Date

SerVermont, by its authorized representative agrees to the terms and conditions of this Grant Agreement.

Philip Kolling, Executive Director

Date
