

**NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION  
EXECUTIVE BOARD MEETING  
Thursday, February 15, 2018, 9:00 A.M.  
NIRPC Lake Michigan Room  
6100 Southport Road, Portage, IN**

**A G E N D A**

- I. Call to Order and Pledge of Allegiance – Geof Benson, Chair
- II. Public Comment
- III. New Appointment – Dave Hollenbeck
- IV. Approval of Minutes of the January 18, 2017 Full Commission Meeting Pages 1-4
- V. Report of the Executive Director – Ty Warner
  - a. Presentation of Norman E. Tufford Award
  - b. Perfect Attendance Recognition
  - c. Annual Conference on Regions/Washington DC Report
- VI. Report of the Chair – Geof Benson
  - a. Committee Assignments
- VII. Finance & Personnel Committee – George Topoll Pages 5-15
  - a. Contracts for Approval
    - Kankakee River Basin Commission Pages 5-7
    - South Shore Clean Cities Pages 8-15
- VIII. Environmental Management Policy Committee - Geof Benson Pages 16-17
- IX. Technical Planning Committee – Kevin Breitzke
  - a. Presentation: 2020 Greenways + Blueways Plan Public Comment Period
- X. INDOT, Rick Powers, La Porte District Deputy Commissioner
- XI. Legislative Committee – Mary Tanis
- XII. Other Business
- XIII. Announcements
- XIV. Adjournment

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NIRPC Full Commission Meeting  
6100 Southport Road, Portage, IN  
January 18, 2018  
Minutes

**Call to Order**

Chairman Michael Griffin called the meeting to order at 9:05 a.m. with the Pledge of Allegiance. He noted that the meeting is being live-streamed. Self-introductions were made.

Commissioners present included Christopher Anderson, Jeannette Bapst, Geof Benson, Robert Carnahan, Anthony Copeland, Bill Emerson, Jr., Don Ensign, Will Farrellbegg, Tom Fath, Michael Griffin, Richard Hardaway, Jack Jeralds, Jane Jordan, Justin Kiel, Cary Kirkham, Mark Krentz, Andrew Kyles, Jeff Larson, Rich Mrozinski, Diane Noll, Brian Snedecor, Joe Stahura, Greg Stinson, Mary Tanis, Jim Ton and George Topoll. Joyce Newland participated via conference phone.

Guests present included Ryan Lisek, Shawn Seals, Lauri Keagle, Justin Mount, Rick Powers, Lyndsay Quist, Matt Deitchley, David Wright, Junell O'Donnell, Ismail Attallah, Dean Button, Zully Alvarado, Mike Yacullo, Jeff Huet, Tim Werner, Fred Williams, Tom Regalado, Heather Kennedy, Don Oliphant, Kay Nelson, Jonathan Kruger, Tom Silich, Jim Nowacki, Laura Velushko, Andrew Steele and Tim Zorn.

Staff present included Dave Hollenbeck, Ty Warner, Kathy Luther, Daria Sztaba, Trey Wadsworth, Charles Bradsky, Allen Hammond, Eman Ibrahim, Mitch Barloga, Meredith Stilwell, Scott Weber, James Winters, Stephen Sostaric, Jody Melton and Mary Thorne.

**Public Comment**

Jim Nowacki, resident of Gary, commented on his concerns about sidewalk and roadway conditions, particularly on US Highways 12 and 20 and the Broadway project in Gary.

**New Appointments**

David Hollenbeck announced the appointments of Jane Jordan from the Town of Burns Harbor and Karen Freeman Wilson from the City of Gary.

**Presentation**

Shawn Seals, DieselWise Indiana Administrator of the Office of Air Quality, Indiana Department of Environmental Management (IDEM) presented on the Volkswagen Mitigation Trust Program. More than \$2.7 billion in grant fund will soon be available for fleet and equipment repowers or replacements. The trust program resulted from an emissions mitigation settlement with the US Environmental Protection Agency. The program would reduce nitrogen oxide (NOx) pollution. Indiana's portion of the settlement amounts to about \$41 million. The solicitation for projects will be released in summer or fall of 2018. For more information, go to <http://www.in.gov/idem/airquality/2712.htm>. To submit comments on the Beneficiary Mitigation Plan, go to [VWTrust@idem.in.gov](mailto:VWTrust@idem.in.gov). Questions should be directed to Shawn Seals at 317- 233-0425 or [SSeals@idem.IN.gov](mailto:SSeals@idem.IN.gov).

**Minutes**

On a motion by Bob Carnahan and a second by Jeff Larson, the minutes of the December 14, 2017 Full Commission meeting were approved by the Full Commission.

### **Report of the Chair**

Michael Griffin said that under NIRPC's enabling legislation, NIRPC's Full Commission is required to vote on the election of officers. The Nominating Committee met in December and presented the slate of officers and the Executive Board. The slate presented was:

Officers:	Chair	Geof Benson
	Vice Chair	Diane Noll
	Secretary	Karen Freeman-Wilson
	Treasurer	George Topoll

#### Executive Board:

Lake County:	Anthony Copeland
Lake County:	Tom McDermott
LaPorte County:	Mark Krentz
LaPorte County:	Justin Kiel
Porter County:	Jim Ton
Porter County:	Greg Stinson

The continued appointment of Rep. Ed Soliday as the Governor's appointee to the Executive Board is assumed. Michael Griffin will serve as Immediate Past Chair. There were no nominations from the floor. On a motion by Brian Snedecor and a second by Don Ensign, the Commission voted to adopt the 2018 slate as presented.

The 2018 Schedule of Meetings was adopted on a motion by George Topoll and a second by Jeff Larson. Bob Carnahan asked why the commission will meet in November this year and not in December. Ty Warner responded that there are some performance measure targets and the timeline is to approve them in November. As the third Thursday falls on November 15, there is no conflict with the Thanksgiving holiday.

Michael Griffin invited the new members to come up after the meeting to get their NIRPC membership pins. Michael Griffin turned the gavel over to newly-elected Chairman Geof Benson. To celebrate his service as 2017 Chairman, Geof Benson and Ty Warner presented Michael Griffin with the Gavel Plaque.

### **Report of the Executive Director**

Ty Warner commented that the Year in Review will be coming out shortly. He congratulated the City of Hobart on its new CNG fueling station.

Mr. Warner introduced NIRPC's Chief Accountant, Talaya Jones from East Chicago and Trey Wadsworth, NIRPC's Transportation Director who hails from Massachusetts DOT.

Mr. Warner announced that Geof Benson will serve as President of the National Association of Regional Councils. Justin Kiel is on the board and Dave Shafer continues to serve as past president. NARC's annual Conference of regions will take place on February 12-14 in Washington DC with legislative hill visits to follow.

Geof Benson noted that Karen Freeman Wilson is serving on the National League of Cities.

### **Finance & Personnel Committee**

The committee did not meet this morning.

### **Environmental Management Policy Committee**

Geof Benson said the January meeting was cancelled; the next meeting is February 1 at 9 a.m.

### **Technical Planning Committee**

George Topoll reported that the Technical Planning Committee (TPC) met on January 9 and heard updates from staff and shown short videos on sneckdowns and interesting infrastructure features. The meeting was streamed live.

Stephen Sostaric explained Resolution 18-02, supporting Indiana Department of Transportation's safety performance measure targets for fatalities and injuries. On a motion by Jim Ton and a second by Greg Stinson, the Commission voted to adopt Resolution 18-02 as presented.

Charles Bradsky explained Resolution 18-01, Amendment #8 to the FY 2018-2021 Transportation Improvement Program for one project in Porter County and two projects in Munster as recommended by the TPC. On a motion by Michael Griffin and a second by Greg Stinson, the Commission voted to adopt Resolution 18-01, FY 2018-2021 TIP Amendment #8.

The next meeting of the Technical Planning Committee is scheduled for February 13, 2018 at 9 a.m. at NIRPC.

### **Indiana Department of Transportation**

Rick Powers reported that they have been fighting the winter weather since Christmas Eve. Pothole and other repairs are on hold until warmer weather breaks.

### **Legislative Committee**

Mary Tanis said the committee has not met, but there are three topics for discussion: tax appeals, infrastructure and water. We need to provide data to our legislators and communities were encouraged to submit any data they have to Mary Tanis. A meeting will be scheduled within the first couple of weeks in February. Accelerate Indiana Municipalities (AIM) is going through a lot of the legislation downstate.

### **Other Business**

Geof Benson said committee information will be going out shortly so that we can update our committee participation for 2018.

Michael Griffin spoke on his tenure as NIRPC Commissioner since 2003 and as past Chair and recognized past chairs, Brian Snedecor, Joe Stahura, Jim Ton and Geof Benson. He praised the work of the 53 Commissioners to come together as a regional voice.

### **Announcements**

- Bob Carnahan announced that the 16 small to mid-sized Lake County communities known simply as "16 Plus" will meet next Friday at 9:00 a.m. at Schererville Town Hall. The Lake County Council will discuss their master plan.
- Greg Stinson announced the passing of retired Porter fire chief Louis T. Craig. Chesterton and Burns Harbor Fire Departments are assisting.
- Anthony Copeland announced that East Chicago has a balanced budget.
- Andrew Kyles announced that the Crossroads Chamber of Commerce is hosting Senator Joe Donnelly in Merrillville on February 16 from 8-9 a.m.
- Ty Warner said the DC visit in February will also discuss avoiding the next cliff in highway funding. We will also be seeking support for the EDA so that we obtain our economic development district designation, and the

importance of the census in obtaining funding. Mr. Warner thanked Stephen Sostaric for his work announcing that he is leaving to work with the Illinois Soybean Association.

### **Adjournment**

Hearing no other business, on a motion by Jim ton and a second by Diane Noll, Geof Benson adjourned the meeting at 10:30 a.m.

*A Digital MP3 of this meeting is filed. Contact Mary Thorne at the phone or email below should you wish to receive a copy of it. DVD recordings will be available once they are received by NIRPC from the videographer.*

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# AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND SOUTH SHORE CLEAN CITIES, INC., FOR THE IMPLEMENTATION OF THE NORTHWEST INDIANA GREEN FLEETS PROGRAM

**BY AGREEMENT ENTERED INTO** by and between the Northwestern Indiana Regional Planning Commission (hereinafter referred to as the "Commission") and South Shore Clean Cities, Inc. (hereinafter referred to as the "Sub-Recipient"), the following is mutually agreed to:

**WHEREAS**, the Commission submitted a request to fund a Congestion Mitigation and Air Quality air quality education program targeting the general public and fleet operators; and

**WHEREAS**, the request specifically included South Shore Clean Cities as a Sub-Recipient to implement the Northwest Indiana Green Fleets program conducting education, outreach, and training to vehicle fleet operators within Lake, Porter, and LaPorte Counties; and

**WHEREAS**, the project was found eligible by the CMAQ Eligibility Committee; and

**WHEREAS**, the Commission has determined that public education in the form of training about the project and its air quality benefits would be highly beneficial; and

**WHEREAS**, Sub-Grantee has represented that it possesses the capability and expertise to provide these services in a timely manner; and

**WHEREAS**, the total dollars allocated for this Sub-Recipient within the Proposed Unified Planning Work Program Air Quality Public Education Work Plan are \$120,000 or which \$100,000 is federal funding and \$ 20,000 is to be provided and documented by South Shore Clean Cities as non-federal matching funds;

**WHEREAS**, the 2018 Air Quality Public Education project has been included in and approved by the Commission in the TIP;

**NOW, THEREFORE, IT IS HEREBY AGREED AND UNDERSTOOD** that the parties to this Agreement do mutually agree as follows:

1. **Scope of Work:** South Shore Clean Cities shall perform the services and provide the products to the satisfaction of the Commission as described in the scope of work (Attachment A to this Agreement) which is hereby made a part of this Agreement. The Commission requires prior approval of the use of any Sub-Contractors for this agreement and a copy of the executed agreement between the Contractor and Sub-Contractor.
2. **Schedule:** All work described in Attachment A shall be conducted within the time frame beginning January 1, 2018 and completed shall be completed in total no later than Dec 31, 2018.
3. **Compensation:** The maximum total amount, which may be paid to the Contractor for services performed in conjunction with this Agreement, not to exceed \$100,000, with contractor to document payment of an additional \$20,000 toward activities in Attachment A.
4. **Payment Provisions:** The Commission shall reimburse the Contractor for services rendered in Attachment A upon a submission and review to the Commission of claim vouchers for work accomplished during designated period on a quarterly basis in accordance with the following procedures:
  - (A) The Contractor shall submit quarterly invoices to the Commission.
  - (B) The Contractor shall attach documentation of time charges and copies of receipts for all other types of charges to its invoice. The Contractor shall attach copies of invoices from Subcontractors utilized in conjunction with this Agreement.
  - (C) The Contractor shall include documentation of payment of additional 20% non-federal dollars toward work reported in the Quarterly Progress Report.
5. The Invoice shall be accompanied by a Quarterly Progress Report on all activities which have been performed and for which reimbursement is being claimed. Quarterly Progress Reports and Invoices are due on the dates specified in Attachment A. Otherwise the operator will wait till the next quarter for payment. The Contractor may be required to provide documentation of Non-Federal In-kind match for invoices as needed.

(D) Following its approval of the invoice and related materials submitted the Commission shall make payment. Payment will be made within thirty days after said approval, unless issues arise with South Shore Clean Cities and or NIRPC which has the effect of delaying the Commission's receipt of funds.

(E) All invoices shall be mailed to:

Ms. Meredith Stilwell  
Administrative Assistant  
Northwestern Indiana Regional Planning Commission  
6100 Southport Road  
Portage, IN 46368

6. **Modifications:** This agreement shall not be modified except in writing, signed by both parties to this agreement. The parties agree that the Commission may modify ATTACHMENT A – SCOPE OF SERVICES by adding, deleting, or modifying tasks, subtasks, and schedules or the content or quantity of products to be produced by the Contractor to the extent that such modifications have no upward or downward adjustment in the total cost of this agreement. Any adjustment in total cost for the services described in this agreement shall be negotiated between the Commission and the Contractor, shall be in writing, signed by both parties, and appended to this agreement.
7. **Independent Contractor:** Nothing in this agreement shall be construed as creating an employer/employee relationship between the Commission and the Contractor. The Contractor understands and agrees that any and all tax liability that might be assessed on fees paid by the Commission to the Contractor is its sole responsibility.
8. **Insurance:** The Contractor agrees to maintain comprehensive insurance including, but not limited to, Federal, State, or Local employers' liability, workers' compensation, social security unemployment compensation, comprehensive general liability insurance and automobile liability insurance with respect to its own employees in amounts customarily maintained in its industry and agrees that any liability arising out of the services rendered hereunder shall not be limited to the Contractor insurance coverage.
9. **Indemnity:** The Contractor shall defend, indemnify, protect and hold harmless the Commission, its officers, directors, employees, and independent contractors from any and all liability occasioned wholly or in part by any negligent act, failure to exercise the care customary in the profession, or errors or omission of the Contractor; including liability resulting from willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, quotation, reproduction, delivery, use, performance, or disposition of data furnished by the Contractor, its independent contractors, agents or employees; including any and all expenses, legal or otherwise, incurred by the Commission in defense of any claim or suit arising out of services provided under this agreement.
10. **Delays:** The Contractor shall perform its services with due diligence upon receipt of a written notice to proceed from the Commission. Neither party shall be responsible for delays nor failure in performance due to causes beyond the reasonable control of either party. The Contractor will notify the Commission immediately of any event that will delay deliverables and provide the Commission with a written notice thereof specifying the reasons for the delay and actions planned to compensate for the delay in performance. The Commission will not unreasonably withhold an extension to the term of this agreement.
11. **Termination:** This agreement may be terminated, in whole, or in part, if the Commission shall determine that such termination is in its best interests. Upon receipt of written notice of termination from the Commission, thirty (30) days thereafter, the Contractor shall discontinue performance and refrain from incurring further costs unless otherwise directed; and within thirty (30) days deliver to the Commission all data, graphics, summaries, reports, and other information and materials the Contractor has accumulated in the performance of services under the agreement, whether completed or in process.

If termination is for convenience, the Contractor shall be compensated for all services performed and reasonable costs incurred up to the effective date of termination subject to the elements of *Compensation* and *Terms of Payment* reference in other sections of this agreement.

12. **Access to records:** The Contractor hereby agrees to submit to the Commission, such annual or special financial and operating reports as the Commission may reasonably request. The Contractor also agrees to make available for the inspection, by any duly authorized agent of the Commission, any records, documents, leases, operation

and use agreements and other instruments which affect the Operator and are pertinent to the project funded, in part, through this Agreement.

The Contractor also agrees to permit the Commission, the Indiana State Board of Accounts, U.S. Secretary of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor pertaining to the project funded, in part, through this Agreement.

13. **Covenant Against Contingent Fees:** The Contractor warrants that it has not:
  - Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this agreement, other than a bona fide employee of the firm;
  - Agreed, as an expressed or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
  - Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.
14. **Successors and Assigns:** This agreement shall be binding upon the Contractor and the Commission, their successors and assigns. The Contractor shall not assign, subcontract, transfer, or otherwise dispose of any interest in this agreement without the prior written approval of the Commission.
15. **Confidentiality and Data Rights:** The Contractor agrees to treat as confidential all proprietary or confidential information provided by the Commission and not divulge such information to their parties, or the Contractor's employees except on a "need to know" basis.
16. **Severability:** Should any provision of this agreement at any time, be in conflict with any statute, administrative ruling, or regulation, or be unenforceable for any reason, then the provision shall continue in effect only to the extent that it remains valid. If any provision of this agreement becomes unenforceable, the remaining provisions of this agreement shall nevertheless remain in full force and effect.
17. **Waiver and Interpretation:** The failure of the Commission or the Contractor to insist upon strict adherence to any term of this agreement at any time shall not be considered a waiver. Any waiver of any term of this agreement must be in writing and signed by both parties. The Commission's determination as to the true meaning and intent of any ambiguities in the agreement shall be final and conclusive.
18. **Civil Rights:** The Contractor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
19. **No Federal Obligations to Third Parties:** Absent the federal government's express written consent, the federal government shall not be subject to any obligations or liabilities to any sub-recipient, third party contractor, or any other person not a party to the grant agreement in connection with the performance of activities for the project. Notwithstanding, any concurrence provided by the federal government in or approval of any solicitation, sub-agreement, or third party contract, the federal government continues to have no obligation or liabilities to any party, including the sub-recipient and third party contractor.
20. **Applicability of federal requirements:** The Contractor agrees that it will abide by and fulfill all requirements of the federal government that are applicable to this agreement.
21. **Authorized Representatives:** The Commission's authorized, administrative representative for these services is Ms. Angie Hayes, Contracting Officer. The authorized technical representative for the Project is Ms. Katherine Luther, Environmental Director.

All notices required or permitted under this agreement shall be in writing and shall be deemed sufficiently served by first class mail addressed:

**TO:**

Northwestern Indiana Regional Planning Commission  
6100 Southport Road  
Portage, Indiana 46368

(219) 763-6060  
[kluther@nirpc.org](mailto:kluther@nirpc.org)

**TO:**

South Shore Clean Cities, Inc.  
123 Main Street  
Crown Point, IN 46307

219-644-3690  
[clisek@southshorecleancities.org](mailto:clisek@southshorecleancities.org)

- 22. Applicable Law: This agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- 23. Entire Agreement: This agreement and all attachments hereto, together with any documents incorporated by reference, constitute the entire agreement between the parties. The Contractor hereby certifies that it shall comply with all provisions of this agreement. This agreement supersedes all other written or verbal agreements between the Commission and the Contractor with respect to the matters covered herein.

**IN WITNESS WHEREOF**, the duly authorized officers of the respective parties hereto have executed the Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**South Shore Clean Cities**

**NORTHWESTERN INDIANA REGIONAL  
PLANNING COMMISSION**

BY: \_\_\_\_\_  
Carl Lisek, Executive Director

BY: \_\_\_\_\_  
Tyson Warner  
Executive Director

**ATTEST:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
Kathy Luther  
Chief of Staff

## ATTACHMENT A – SCOPE OF WORK 2018

### South Shore Clean Cities Air Quality Public Education and Outreach Program

The Contractor will support implementation of the Northwest Indiana Regional Planning Commission 2040 Plan and the 2050 planning process relating to clean energy and alternative fuels focusing on diesel and fleet vehicle emission reductions within the scope of their existing mission and goals through continued operation and expansion of the Northwest Indiana Green Fleet program.

- 1) Organize and facilitate fuel and/or technology-specific workshops/working groups to identify technology gaps and critical education and training needs to improve vehicle/infrastructure performance and usability in NWI.
- 2) Assist with activities related to implementation of clean diesel, alternative fueled vehicles, idle reduction and zero emission electric vehicles. (Primarily through VW Settlement activities).
- 3) Assist with alternative fuel corridor development, including support of the FAST Act Section 1413, Alternative Fuel Corridor Designation Initiative Activities in Northwest Indiana.
- 4) Educate and provide technical assistance with local/regional efforts to incorporate alternative fuels into emergency preparedness and disaster recovery plans to enhance energy resiliency and reliability.

Contractual Responsibilities:

#### **Task 1. Green Fleet Technical Support/Education -\$ 97,500**

The Contractor will continue to implement general education and technical support to fleet operators in the public and private sector of Northwest Indiana in support of 2040 CRP Implementation beyond the targeted Green Fleet communities. They will assist business, non-governmental organizations, and government diesel fleet operators with conversion to cleaner diesel, alternative fuel related programs, emission reducing diesel retrofits, and emission reductions through idle reduction and anti-idling programs, fuel efficiency, and best practices. This will include technical support on all alternative fuels and promote opportunities for grant funding to assist in diesel emission reductions, project and program implementation and economic development in Northwest Indiana, (Lake, Porter and La Porte Counties). Implementation will include:

**NWI Green Fleet 2018-** Expand Green Fleet Membership to 30 Fleets that will include governmental and school fleets. We will utilize the successful techniques that we have listed above to improve our overall goal of reducing emissions in NIRPC territory.

Green Fleet activities include, but are not limited to the following:

- a. Working with environmental justice areas within NIRPC territory. Working with cities, governmental entities as well as schools, and economic development organizations in leveraging project collaborations;
- b. Assisting the Port of Indiana, with implementation of emission reduction activities and opportunities;
- c. Working with NIRPC transit operators on opportunities for greening their fleets;
- d. Educate fuel users about air quality benefits of alt fuels and alt fuel suppliers;
- e. Develop general safety guidelines and recommended best practices; to ensure compliance with emission and safety regulations; to ensure properly trained techs; policy and procedures opportunities, fleet rightsizing, ordinances, etc.;
- f. Deliver workshops/webinars and trainings regarding alt fuel infrastructure and vehicles emission reduction (Four at the minimum);
- g. Coordinate opportunities for first responder training, safe and appropriate repair, and installation of alternative fuels and refueling infrastructure;
- h. Develop and execute Green Fleet program awards and regional emission reduction programs annually at the SSCC annual meeting on February 20, 2018;
- i. Make targeted outreach presentations to local governments and/or community partners on the region's air quality status and the health and economic development impacts of non-attainment;
- j. Website (updated monthly with events/opportunities);
- k. Assist NIRPC with various campaigns/meetings when necessary;
- l. Present Green Fleet updates quarterly at Transportation Policy Management Committee, focusing on services and results obtained by participating communities;
- m. NIRPC will cosponsor 50% of the Green Fleet Radio programs;
- n. Update logos and marketing for Green Fleet Program and receive approval by NIRPC.

***South Shore Clean Cities will not charge any time related to grant writing/or expenses related to grant applications for federal funding.***

**NWI Green Fleet- Next Gen-** This program will focus on working with local Universities to create a learning opportunity that will focus on changing the future of on-road transportation and providing an opportunity for students to engage with potential green focused organizations. Undergraduate (junior or senior) or graduate students studying communications, public relations, business, marketing, engineering or environmental sciences will benefit either their education and assist SSCC in reducing emissions and implementing alternative fuels in their local community.

The goal of the program is to increase awareness of alternative fuels and advanced vehicle technologies and their potential for petroleum reduction in Northwest Indiana.

Next Gen Interns will work with SSCC and Green Fleet stakeholders in the community to plan events, analyze data, research markets, design websites, and promote initiatives through social media and public relations.

Students will work on locally focused projects, such as planning and implementing various Northern Indiana Green Fleet events, conducting fleet manager meetings, and working with campus fleet managers to promote the use of clean vehicle technologies at local universities.

There will be a maximum of 2 Next Gen Liaisons through NWI Green Fleet- Next Gen. 2018 Program.

Each participating Next Gen Intern will receive recognition form South Shore Clean Cities, Inc.

**Task 2. Quarterly Report - \$2,000**

South Shore Clean Cities, Inc. will submit quarterly progress reports detailing the status of the project using report templates provided by NIRPC. In addition, quarterly progress tracking meetings will be scheduled.

- A. April 4<sup>th</sup> for quarter ending March 31, 2018
- B. July 5<sup>th</sup> for quarter ending June 30, 2018
- C. October 3<sup>rd</sup> for quarter ending September 30, 2018
- D. January 3<sup>rd</sup> 2019 for quarter ending December 31, 2018

**Task 3. Final Report - \$500**

South Shore Clean Cities, Inc. will submit a final report summarizing activities From January 1 through December 31 2018. Through the course of this project by January 14, 2019.

***2018 Data Reporting and Deliverables Plan***

<b>Key Deliverables</b>	<b>Due Date</b>	<b>Description</b>
<i>Request Data for U.S. Department of Energy Annual Survey</i>	<i>March 2018</i>	<i>Solicit input from stakeholders on vehicle counts and petroleum reduction efforts for annual survey. The final report will be provided to NIRPC</i>
<i>Update SSCC Website</i>	<i>Monthly -12 times</i>	<i>New events, new grants etc.</i>

<i>Newsletter</i>	<i>Monthly-12 times</i>	<i>Updates on emission reduction &amp; regional projects</i>
<i>Alt Fuel Price Report</i>	<i>4 times annually</i>	<i>Provide price updates on all alternative fuels in NWI Provide price reporting data to NIRPC to include in their NWI Clean Air e-newsletter</i>
<i>Operators Roundtable</i>	<i>10 times</i>	<i>Verbal Green Fleet Program updates at operators roundtable</i>
<i>SSCC Radio Show</i>	<i>Minimum of 20 shows annually</i>	<i>Green Fleet Radio 89.1 FM NPR Lake Shore Radio</i>
<i>Fleet Operator Contacts</i>	<i>June 30 2018 December 31, 2018</i>	<i>Comprehensive list of contacts operating municipal and private fleets in NWI. Focus on diesel equipment.</i>
<i>Quarterly Progress Reports</i>	<i>See above Task 4</i>	<i>See Task 4</i>
<i>Final Report</i>	<i>January 13th, 2019</i>	

**Contractual Period: January 1, 2018 through December 31, 2018**

**Contractual budget: \$120,000 – Education/Outreach/Implementation**

NIPRC to reimburse SSCC Total of \$100,000, 20% In-Kind Non-Federal Match

Required:

\$20,000 documented per total annual invoices on the program by SSCC.

## **AGREEMENT BETWEEN THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION AND THE KANKAKEE RIVER BASIN COMMISSION FOR THE PROVISIONS OF GENERAL SERVICES**

**BY AGREEMENT MADE AND ENTERED INTO**, on the date hereinafter written, by and between the NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION, hereinafter referred to as "NIRPC" and the KANKAKEE RIVER BASIN COMMISSION: hereinafter referred to as "KRBC" under the terms and conditions hereinafter set forth, the following is hereby agreed:

- A. NIRPC shall provide the KRBC services and assistance as is required by the KRBC to carry out its purposes under its enabling statute. NIRPC shall assign Jody Melton to service in the capacity as Director of the Kankakee River Basin Commission. NIRPC shall be compensated eight thousand seven hundred ninety dollars (\$8,790) per month for services provided by this staff member. This amount is intended to cover salary and fringe benefit costs. Should the need arise to replace this staff member during the course of this Agreement; it will be done with the mutual consent of both parties to this Agreement. Should the Director of the KRBC receive a salary increase during the course of the Agreement, the amount charged will be increased on a basis equivalent to such an increase.
- B. In conjunction with the above designated staff, NIRPC shall provide adequate office space and furnishings for their use and make available use of all common facilities within the overall NIRPC offices such as conference and meeting rooms, hallways, restrooms, etc.; the provision of basic utilities such as gas, electric and water; and the provision of reception services including the answering of telephones and greeting of visitors. For these services the KRBC shall pay NIRPC four hundred thirty-one dollars (\$431) per month.
- C. NIRPC shall provide the following financial management assistance to the KRBC and shall be compensated for such service by the KRBC at the rate of seven hundred thirty-six dollars (\$736) per month:
  1. Aid the KRBC in preparation of its budget, and provide accounting services for the receipt, investment and disbursement of its funds, all in accordance with applicable State Board of Accounts guidelines, statute, and guidelines set out by the Commission herein or otherwise.
  2. Deposit KRBC funds in the name of the KRBC and in depositories designated by the KRBC.

3. Disburse KRBC funds only upon authorization to do so by the KRBC and presentation of a State Board of Accounts standard claim form signed by at least two (2) Commission members and approved by the KRBC. Checks shall be drawn from an account in the KRBC's name and shall be signed by two authorized officials.
- D. NIRPC shall provide for telephone service and equipment to the KRBC at an amount not to exceed \$50 per month.
  - E. NIRPC shall make available to the KRBC the use of its postage machine. Actual postage cost shall be billed to the KRBC.
  - F. NIRPC shall make available the use of its copy machines. Use of this equipment will be billed at the rate of \$5.00 per month plus \$.06 per black & white copies and \$.20 per copy for color copies.
  - G. KRBC agrees not to install within the NIRPC offices telephone, copier or facsimile equipment. Any furniture or other equipment installed shall be located within the spaces designated for the exclusive use of the KRBC.
  - H. NIRPC shall make available the use of its graphics and printing equipment and personnel. Graphics and printing time charges will be billed at an actual cost basis. No charge will be made for bond paper or miscellaneous printing supplies. However, special order items will be billed as material costs. Such items include, but are not limited to, metal plates, envelopes, binders, labels and other specialty items for printing and graphic work.
  - I. NIRPC may make available additional space or other services to the KRBC on a direct charge basis. NIRPC shall bill the KRBC for such services on a basis that is mutually agreed to by the parties. **NIRPC has provided in its 2018 calendar year budget \$20,000.00 to be used as local share usage for the purposes of the Kankakee River Basin Commission.**
  - J. NIRPC shall provide itemized monthly billings for services performed. Payment shall be due within thirty (30) days after billing.
  - K. This agreement may be amended by mutual agreement of the parties. Amendments shall be in writing.
  - L. This agreement shall be effective January 1, 2018 and terminate December 31, 2018. However, either party may terminate the agreement at an earlier date by providing a written notice of intent at least sixty (60) days prior to an effective termination date, which shall coincide with the last day of a calendar month.

**NORTHWESTERN INDIANA REGIONAL  
PLANNING COMMISSION**

**KANKAKEE RIVER BASIN COMMISSION**

**By:**

**By:**

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**Tyson Warner  
Executive Director**

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**Chris Knochel  
Chair**

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**Jody Melton  
Director**

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## ENVIRONMENTAL MANAGEMENT POLICY COMMITTEE

NIRPC- Lake Michigan Room

December 7, 2017

**Members/Guests:** Geof Benson, AJ Monroe, Michael Kuss, BreShawn Spikes, Tim Kingsland, Robert Verbik, Rachel Ckeaser, George Malis, Drew Hart Leslie Dorworth, Lauri Keagle, Kaitlyn McClain, Jen Birchfield, Jennifer Gadzala, George Topoll, Deb Backhus, Maggie Byrne, Reggie Korthals.

**NIRPC Staff:** Joe Exl, Rachel Veronesi and Mary Thorne.

### Call to Order and Pledge of Allegiance

Chairman Geof Benson called the meeting to order at 9:00 a.m. with the Pledge of Allegiance and self-introductions.

### Approval of September 7, 2017 EMPC Minutes

On motion by Tim Kingsland and a second by Reggie Korthals, the October 5, 2017 EMPC meeting minutes were unanimously approved as presented.

### Presentations:

#### a. CommuniTree – Joe Exl, NIRPC

Joe Exl, Drew Hart and BreShawn Spikes presented an update on the successful tree program with NIRPC and several communities. There were 750 trees in all with about a 98% survival rate. We will be getting about \$100,000 for the program next year. For more information, go to the website at <http://www.nirpc.org/2040-plan/environment-green-infrastructure/communitree/>.

#### b. Deep River Watershed Initiative – Joe Exl, NIRPC

Joe Exl presented on the Deep River Watershed initiative which concludes at the end of the month. The purpose of this initiative is to restore and protect streams in the watershed. The watershed plan, which has been approved by IDEM and the EPA, is in the implementation phase. Joe Exl gave a brief account of the work in the following areas: St. Peter and Paul Church in Merrillville, vegetative swale installation with a project cost of \$17,500; North Lake Park Avenue, vegetative swale with inlet and outlet structures, project cost of \$75,000; Hobart City Hall, rain garden and turf replacement, project cost of \$75,000. Other projects: a Deep River Dam engineering feasibility study with assistance of DNR Coastal Program & LARE Program funding, will be finished in June 2018; Outreach and Public Involvement for Hoosier River Watch monitoring sites. NIRPC applied for but did not receive an IDEM 319 to implement several watershed plans, so partnerships are important. Jen Birchfield suggested a tour of the projects occur next summer.

**New Business:** None presented

**Public Comment:** No comments were offered.

### Other Announcements

- a) South Shore Clean Cities Annual Meeting and Awards February 20, 2018. Visit <http://www.southshorecleancities.org/> for more information.
- b) DNR Coastal has several small grants available. The deadline is January 15, 2018. Contact [mbyrne@dnr.in.gov](mailto:mbyrne@dnr.in.gov) for more information.

- c) Grant Specialist position was posted on State of Indiana jobs website. Contact: Maggie Byrne 219-983-9912, [mbyrne@dnr.in.gov](mailto:mbyrne@dnr.in.gov)
- d) NWI Urban Waters - 2018 Work Plan Development Meeting will be held on January 26, 2018 from 9:30 am – noon at NIRPC. Contact: Jennifer Birchfield (219) 805-1440, [jbirchfield@pnw.edu](mailto:jbirchfield@pnw.edu).
- e) IDEM Commissioner Bruno Piggott has been invited to the joint Forum/EMPC meeting on January 4 at 9 a.m. at NIRPC.
- f) Four Watershed Boundary Signs are going in at Portage, Porter County, St. John and Lake County. The unveiling is tonight at the Merrillville Stormwater Education Center on Broadway.

The next meeting of the Environmental Management Policy Committee will be held on January 4, 2018 at 9 a.m.

Hearing no other business, Chairman Benson adjourned the meeting at 9:55 a.m.

*A Digital MP3 of this meeting is filed. Contact Mary Thorne at 219-763-6060 or [mthorne@nirpc.org](mailto:mthorne@nirpc.org) should you wish to receive a copy of it.*