



EXECUTIVE COMMITTEE

March 1, 2021 at 4:00 p.m.

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Page	<u>AGENDA</u>
	4:00² Adjustments to the Agenda
	Public Comment
3	4:05 Financial Report (enclosed) ³
14	4:20 Indirect Rate Adjustment (enclosed) ³
17	4:30 Contract/Agreement Authorization (enclosed) ³
49	4:45 Regional Economic Project Priority List
	5:00 Sub-Committee Updates
	Updates from the Bylaw Update Work Group and Nominating Committee
50	5:10 Meeting Minutes – February 1, 2021 (enclosed) ³
53	5:15 Commission Meeting Agenda (enclosed) ³
	5:30 Adjourn

Next Meeting: April 5, 2021

¹ Dial-in telephone numbers are “Toll” numbers. Fees may be charged to the person calling in dependent on their phone service.

² All times are approximate unless otherwise advertised

³ Anticipated action item.



MEMO

Date: February 24, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Financial Report as of 01/31/21

☒ **ACTION REQUESTED:** Accept January 31, 2021, unaudited financial reports.

FY20 Summary: CVRPC's accountant coordinated with the auditors to start the audit and is currently working to provide all the audit backup and documentation. As of 02/23/21, CVRPC's Net Income for FY20 is \$166,727.

FY21 Summary: CVRPC continues to implement its five-year plan to improve its financial position successfully. As of 02/23/21, CVRPC's Net Income for the seven months ended January 31, 2021, is \$93,524. The fiscal year to date Net Income is in line with expectations. In FY20, CVRPC had a YTD surplus of \$175,772 through 01/31/20.

Balance Sheet

- **Assets** – Billing is substantially complete through 01/31. Some invoices are in the review and finalization process. Aging receivables are at \$309,920, which is typical for CVRPC. Operating cash is \$132,983. CVRPC works to maintain at least \$100,000 in operating funds for cash flow purposes. A balance of \$60,000 would be of concern.
- **Current Liabilities** –
 - CVRPC maintained an average payable balance.
 - Accrued vacation and compensatory time balances are \$21,006 and \$17,431, respectively.
 - ACCD Deferred Income for FY21 stands at \$28,586. Other Deferred Income consists of the Barre Town Road Erosion Inventory advance, Moretown Zoning, and LEPC # 5 Old funds at \$6,501, \$2,000, and \$1,791, respectively, as of 01/31/21. CVRPC will reimburse Barre Town for its remaining balance now that the project and billing are complete.
- **Equity** – \$5,000 Working Communities designated funds were received and utilized.
- **Net Income** of \$93,5224 primarily reflects retainage of Town Dues earned in July 2020.

Budget vs. Actual (a.k.a. Profit & Loss Statement or Net Income Statement)

- **Revenues** – CVRPC will carry forward \$3,355 of ACCD funds from FY20 to FY21. Miscellaneous Incomes includes a \$5,000 donation. Seven months into the fiscal year, total revenue stands at 57.2% earned, matching budget projection of 58% (7 of 12 months).

- *Expenses* – Salaries, CVRPC’s largest expense, is under the budget at 49.9%. Overall expenses are under budget at 50.1% of budgeted expenses.

Financial Statement Acronyms & Abbreviations Guide

604b	Clean Water Planning funds originating in Section 604b of the federal Clean Water Act
ACCD	Vermont Agency of Commerce and Community Development
CCRPC	Chittenden County Regional Planning Commission
CTAA	Community Transportation Association of America
CW	Clean Water
DEC	Vermont Department of Environmental Conservation
DPS	Vermont Department of Public Safety
DCRA	Dependent Care Reimbursement Account
EAB	Emerald Ash Borer
EMPG	Emergency Management Performance Grant
EPA	US Environmental Protection Agency
ERP	Ecosystem Restoration Program
HMGP	Hazard Mitigation Grant Program
LCBP	Lake Champlain Basin Program
LGER	Local Government Expense Reimbursement
LEMP	Local Emergency Management Plan
LEPC SERC	Local Emergency Planning Committee 5’s State Emergency Response Commission
LHMP	Local Hazard Mitigation Plan
MPG	Municipal Planning Grant
MOA	Memorandum of Agreement (disaster response and recovery assistance)
NEIWPCC	New England Interstate Water Pollution Control Commission
QAPP	Quality Assurance Project Plan
SW	Stormwater
SWCRPC	Southern Windsor County Regional Planning Commission
TPI	VTrans Transportation Planning Initiative
VAPDA	Vermont Association of Planning & Development Agencies (RPCs together)
VOBCIT	Vermont Online Bridge & Culvert Inventory Tool
VDT	Vermont Department of Taxes
VEM	Vermont Emergency Management
WBRD	Wrightsville Beach Recreation District
WCA P3	Watershed Consulting Associates public-private participation (to identify parcels to which the 3-acre stormwater rule will apply)

4:53 PM
02/23/21
Accrual Basis

Central Vermont Regional Planning Commission
Balance Sheet
As of January 31, 2021

	Jan 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1001 · Community National Bank	132,983.33
1009 · Northfield Savings - Reserve	186,810.57
Total Checking/Savings	319,793.90
Accounts Receivable	
1200 · Accounts Receivable	309,920.53
Total Accounts Receivable	309,920.53
Total Current Assets	629,714.43
Fixed Assets	
1501 · Equipment	50,203.31
1502 · Equipment - Accum. Depreciation	-42,477.72
Total Fixed Assets	7,725.59
Other Assets	
1301 · Prepaid Expenses	20,233.09
1320 · Deposits	4,415.00
Total Other Assets	24,648.09
TOTAL ASSETS	662,088.11
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	32,433.93
Total Accounts Payable	32,433.93
Credit Cards	
2010 · Peoples United Bank Visa	775.47
Total Credit Cards	775.47
Other Current Liabilities	
2102 · Accrued Vacation	21,005.94
2103 · Accrued Compensatory Time	17,431.43
2200 · Deferred Income	
2201 · ACCD	28,585.87
2203 · LEPC #5 Old Funds	1,791.04
2200 · Deferred Income - Other	8,501.23
Total 2200 · Deferred Income	38,878.14
2304 · Dependent Care Deductions	1,552.22
2306 · Pension Liability- Edward Jones	1,519.94
Total Other Current Liabilities	80,387.67
Total Current Liabilities	113,597.07
Total Liabilities	113,597.07

4:53 PM
02/23/21
Accrual Basis

Central Vermont Regional Planning Commission
Balance Sheet
As of January 31, 2021

	Jan 31, 21
Equity	
3100 · Unrestricted Net Position	
3150 · Designated for High Meadows	200.64
3100 · Unrestricted Net Position - Other	277,519.92
Total 3100 · Unrestricted Net Position	277,720.56
3300 · Invested in Fixed Assets	10,519.92
3900 · Retained Earnings	166,726.72
Net Income	93,523.84
Total Equity	548,491.04
TOTAL LIABILITIES & EQUITY	662,088.11

03/01/21

Executive Committee

Page 6

5:09 PM
02/23/21Central Vermont Regional Planning Commission
A/R Aging Summary
As of January 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES
ACCD							
ACCD 20	0.00	0.00	0.00	0.00	13,481.90	13,481.90	Retainage paid 02/17/21
ACCD 21	0.00	63,918.38	0.00	0.00	0.00	63,918.38	Invoice sent 1/1/21; will not be paid until FY20 audit is complete
Total ACCD	0.00	63,918.38	0.00	0.00	13,481.90	77,400.28	
Administration							
Administration	0.00	0.00	0.00	0.00	131.07	131.07	Due from employee; overpayment for travel expenses
Total Administration	0.00	0.00	0.00	0.00	131.07	131.07	
Bennington County Regional Commission - C							
Energy Implementation	0.00	0.00	0.00	0.00	4,875.00	4,875.00	Paid 02/21/21
Total Bennington County Regional Commission - C	0.00	0.00	0.00	0.00	4,875.00	4,875.00	
Berlin							
Berlin Better Roads FY 20	0.00	0.00	0.00	0.00	7,079.00	7,079.00	Project complete; Invoice sent on 01/12/21.
Total Berlin	0.00	0.00	0.00	0.00	7,079.00	7,079.00	
Cabot							
Better Roads FY21	0.00	0.00	82.80	3,802.02	0.00	3,884.82	Project complete; invoice is pending for review
Total Cabot	0.00	0.00	82.80	3,802.02	0.00	3,884.82	
CCRPC							
CEDS							
Engagement	0.00	100.35	10.64	0.00	0.00	110.99	December invoice returned for an update; sending invoices monthly from now on
Planning	414.79	614.33	436.43	0.00	0.00	1,465.55	
Profile/Strategy	2,609.15	171.73	180.93	0.00	0.00	2,961.81	
Total CEDS	3,023.94	886.41	628.00	0.00	0.00	4,538.35	
Clean Water							
Act 76	1,808.45	61.79	85.79	736.26	0.00	2,692.29	Quarterly invoice; payment #4 (\$1,538.27) sent 11/20/20 and payment #5 (8,641.23) sent 02/15/21
Oversight/Report	424.90	114.15	565.25	114.15	191.65	1,410.10	
TBP Implement	1,660.48	1,676.49	1,543.67	3,028.39	665.34	8,574.37	
TBP Planning	684.54	496.91	108.64	109.74	681.28	2,081.11	
Total Clean Water	4,578.37	2,349.34	2,303.35	3,988.54	1,538.27	14,757.87	
Total CCRPC	7,602.31	3,235.75	2,931.35	3,988.54	1,538.27	19,296.22	
Department of Environmental Conservation							
Moretown Elem SW Final Design	259.66	0.00	10,024.39	0.03	0.00	10,284.08	Product-based; paid \$10,024.39 on 02/23/21
Woodbury Elem/Fire	448.59	0.00	6,138.96	0.00	7,253.84	13,841.39	Product-based; payment #2 (\$13,392.80) is pending final review
Total Department of Environmental Conservation	708.25	0.00	16,163.35	0.03	7,253.84	24,125.47	

03/01/21

Executive Committee

Page 7

5:09 PM
02/23/21Central Vermont Regional Planning Commission
A/R Aging Summary
As of January 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES
Department of Public Safety							
EMPG Supplemental							
COVID Response	621.92	0.00	808.22	868.05	129.83	2,428.02	
Planning	16.44	0.00	1,174.89	189.68	496.97	1,877.98	
Train/Collaborate	624.16	0.00	757.58	209.54	0.00	1,591.28	Invoices 12/31/20 are pending review
WiFi	129.83	0.00	89.43	729.31	1,057.14	2,005.71	
Total EMPG Supplemental	1,392.35	0.00	2,830.12	1,996.58	1,683.94	7,902.99	
LHMP Montpelier & Calais	848.57	0.00	329.47	179.48	2,801.69	4,159.21	12/31/20 invoice (\$531.98) is pending review
Total Department of Public Safety	2,240.92	0.00	3,159.59	2,176.06	4,485.63	12,062.20	
Duxbury							
Better Roads FY21	0.00	0.00	0.00	538.53	1,156.96	1,695.49	Paid 02/04/21
Total Duxbury	0.00	0.00	0.00	538.53	1,156.96	1,695.49	
EMPG							
EMPG 19							
COVID	0.00	0.00	0.00	145.06	0.00	145.06	Needs further review; contract is closed
Total EMPG 19	0.00	0.00	0.00	145.06	0.00	145.06	
EMPG 20							
LEMP	49.29	0.00	32.25	0.00	77.51	159.05	
REMC Transition	131.38	0.00	16.11	0.00	0.00	147.49	
Response	147.77	0.00	0.00	127.44	938.85	1,214.06	Invoices through 12/31/20 are pending review
Technical Assistance	1,606.78	0.00	1,354.87	1,080.06	1,266.89	5,308.60	
Total EMPG 20	1,935.22	0.00	1,403.23	1,207.50	2,283.25	6,829.20	
Total EMPG	1,935.22	0.00	1,403.23	1,352.56	2,283.25	6,974.26	
Forest Parks and Recreation							
Forest Integrity	423.98	0.00	1,366.51	190.99	964.54	2,946.02	Paid \$2,522.04 on 02/22/21
Total Forest Parks and Recreation	423.98	0.00	1,366.51	190.99	964.54	2,946.02	
Friend of the Winooski River							
Water Wise Woodlands	370.15	0.00	205.92	1,179.75	0.00	1,755.82	Invoice sent 02/19/21
Total Friend of the Winooski River	370.15	0.00	205.92	1,179.75	0.00	1,755.82	
GIS Fee For Service	566.52	236.06	0.00	0.00	0.00	802.58	
LEPC SERC							
LEPC 20	0.00	0.00	96.72	987.83	3,043.10	4,127.65	Paid \$3,590.48 on 02/19/21; 12/31/20 invoice submitted 02/16/21; State requested costs thru 12/31 from LEPC 21 be transferred to LEPC 20
LEPC 21	812.40	0.00	0.00	0.00	0.00	812.40	
LEPC Old Funds	0.00	0.00	0.00	0.00	128.84	128.84	Old invoice; will be sent with next invoice ~03/31/21
Total LEPC SERC	812.40	0.00	96.72	987.83	3,171.94	5,068.89	

03/01/21

Executive Committee

Page 8

5:09 PM
02/23/21Central Vermont Regional Planning Commission
A/R Aging Summary
As of January 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES
Middlesex							
Zoning Update	620.07	0.00	1,451.46	1,069.50	0.00	3,141.03	Paid \$1,451.46 on 02/23/21
Total Middlesex	620.07	0.00	1,451.46	1,069.50	0.00	3,141.03	
Moretown							
Better Roads FY21	0.00	0.00	75.30	75.25	4,894.40	5,044.95	Project complete; final invoice sent 02/09/21
Zoning Update	600.45	0.00	0.00	0.00	0.00	600.45	Advance to be applied as payment
Total Moretown	600.45	0.00	75.30	75.25	4,894.40	5,645.40	
Mount Ascutney Regional Commission							
D/I Block Grant							
Berlin Town Office Construction	94.42	68.50	305.46	2,798.15	2,711.61	5,978.14	Paid \$5,815.22 on 02/23/21
Woodbury/Calais Program Delivery	532.66	126.26	620.22	91.32	1,827.69	3,198.15	Paid \$2,539.23 on 02/23/21; Dec invoice (\$126.26) pending review
Total D/I Block Grant	627.08	194.76	925.68	2,889.47	4,539.30	9,176.29	
Total Mount Ascutney Regional Commission	627.08	194.76	925.68	2,889.47	4,539.30	9,176.29	
Northwest Regional Comm'n							
Energy Plan							
Year 3	0.00	0.00	0.00	0.00	0.00	0.00	Contract surplus needs to be claimed as revenue
Total Energy Plan	0.00	0.00	0.00	0.00	0.00	0.00	
Municipal Grants in Aid							
FY21 BMP	247.87	0.00	760.58	517.04	75.30	1,600.79	Invoice to be sent after agreement signed
FY21 Equipment	40.49	0.00	75.30	0.00	188.24	304.03	12/31/20 invoice (\$263.54) sent 02/15/21
Total Municipal Grants in Aid	288.36	0.00	835.88	517.04	263.54	1,904.82	
Total Northwest Regional Comm'n	288.36	0.00	835.88	517.04	263.54	1,904.82	
Plainfield							
Better Roads FY20	0.00	0.00	37.65	549.46	3,467.44	4,054.55	Project complete; invoice sent 02/16/21
Total Plainfield	0.00	0.00	37.65	549.46	3,467.44	4,054.55	
Vermont Dept of Taxes							
LGER	0.00	0.00	40,850.35	2,006.30	6,263.63	49,120.28	Invoice ready to send; final report in review
Total Vermont Dept of Taxes	0.00	0.00	40,850.35	2,006.30	6,263.63	49,120.28	

03/01/21

Executive Committee

Page 9

5:09 PM
02/23/21Central Vermont Regional Planning Commission
A/R Aging Summary
As of January 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES
VTrans							
TPI							
TPI Admin	877.76	0.00	2,028.16	578.53	0.00	3,484.45	
TPI Coordination	2,789.42	0.00	956.47	1,014.45	0.00	4,760.34	
TPI Long Range	221.85	0.00	646.49	332.69	0.00	1,201.03	
TPI Other TRPT	377.68	0.00	319.64	31.50	125.94	854.76	Paid \$10,314.96 on 02/12/21; December invoice sent 02/21/21
TPI Project Develop	213.38	0.00	783.38	124.43	0.00	1,121.19	
TPI SRP	10,021.79	0.00	13,825.12	8,264.85	0.00	32,111.76	
Total TPI	14,501.88	0.00	18,559.26	10,346.45	125.94	43,533.53	
VTrans - Other	0.00	0.00	-0.07	0.00	-0.01	-0.08	Rounding difference to be adjusted
Total VTrans	14,501.88	0.00	18,559.19	10,346.45	125.93	43,533.45	
Waitsfield							
Road Erosion Inventory	0.00	0.00	0.00	64.00	3,722.60	3,786.60	Paid 02/02/21
Total Waitsfield	0.00	0.00	0.00	64.00	3,722.60	3,786.60	
Washington							
Washington Better Roads FY 20	0.00	0.00	18.82	7.53	6,183.14	6,209.49	Project complete; invoice sent on December 23, 2020.
Washington - Other	0.00	0.00	-0.50	0.00	0.00	-0.50	Overpayment
Total Washington	0.00	0.00	18.32	7.53	6,183.14	6,208.99	
Waterbury							
Waterbury Better Roads FY 20	0.00	0.00	0.00	0.00	7,922.00	7,922.00	Project complete; Invoice sent on December 23, 2020.
Total Waterbury	0.00	0.00	0.00	0.00	7,922.00	7,922.00	
Watershed Consulting_							
WCA P3 Acre							
4. Mtg Coor	0.00	0.00	123.12	45.67	22.83	191.62	Project delayed by funder; contact extended to May 2021; holding invoice, not administrative efficient to send
Total WCA P3 Acre	0.00	0.00	123.12	45.67	22.83	191.62	
Total Watershed Consulting_	0.00	0.00	123.12	45.67	22.83	191.62	
Woodbury							
Woodbury Town Plan	2,183.18	0.00	227.05	684.46	1,363.17	4,457.86	Product-based contract; 12/31/20 invoice (\$2,274.68) sent 02/08/21
Total Woodbury	2,183.18	0.00	227.05	684.46	1,363.17	4,457.86	
Worcester							
Plan Maps	1,675.97	0.00	91.32	273.97	639.26	2,680.52	Paid \$913.23 on 02/04/21
Total Worcester	1,675.97	0.00	91.32	273.97	639.26	2,680.52	
TOTAL	35,156.74	67,584.95	88,604.79	32,745.41	85,828.64	309,920.53	

Paid Time Off Liability Balances

As of February 5, 2021

COMPENSATORY TIME

Employee	Pay Rate	Hours	Current Value	Maximum Hours ¹	Maximum Accrual ¹
Andrews, A.	23.01	0.00	\$ -		
Chartrand, N.	26.26	4.62	\$ 121.32		
DeAndrea, P.	28.59	0.00	\$ -		
Juodisius, E.	18.72	0.00	\$ -		
Maia, Z	21.15	0.00	\$ -		
Rock, Clare	28.60	0.00	\$ -		
Vinson, Grace	23.42	0.00	\$ -		
Waninger, B.	43.74	395.75	\$ 17,310.11		
		400.37	\$ 17,431.43		

SICK LEAVE

Employee	Pay Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	23.01	159.29	\$ 3,665.26	360	\$ 8,283.60
Chartrand, N.	26.26	163.95	\$ 4,305.33	191	\$ 5,015.66
DeAndrea, P.	28.59	21.25	\$ 607.54	360	\$ 10,292.40
Maia, Z.	21.15	142.50	\$ 3,013.88	168	\$ 3,553.20
Rock, Clare	28.60	142.10	\$ 4,064.06	229	\$ 6,560.84
Vinson, Grace	23.42	45.75	\$ 1,071.47	112	\$ 2,623.04
Waninger, B.	43.74	360.00	\$ 15,746.40	360	\$ 15,746.40
		1,034.84	\$ 32,473.93	1,780	\$ 52,075.14

VACATION LEAVE

Employee	Pay Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	23.01	234.06	\$ 5,385.72	280	\$ 6,442.80
Chartrand, N.	26.26	102.32	\$ 2,686.92	112	\$ 2,941.12
DeAndrea, P.	27.75	53.24	\$ 1,477.41	200	\$ 5,550.00
Maia, Z	21.15	63.63	\$ 1,345.77	146	\$ 3,080.92
Rock, Clare	28.60	21.25	\$ 607.75	160	\$ 4,576.00
Vinson, Grace	23.42	32.21	\$ 754.36	96	\$ 2,240.59
Waninger, B.	43.74	200.00	\$ 8,748.00	200	\$ 8,748.00
		706.71	\$ 21,005.94	1,193	\$ 33,579.43

SUMMARY

	Current	Maximum
Total Paid Time Off Liability	\$ 70,911.29	\$ 103,086.00
Maximum versus Current Difference	\$ 32,174.71	Percent of Max 69%

¹No maximum. Compensatory Time is based on hours worked in excess of regularly scheduled hours. The Personnel Policy discusses monitoring of compensatory time.

²Maximum hours depicted reflect the maximum an employee could have earned based on years of employment and employment status (FT or PT).

6:17 PM
02/23/21
Accrual Basis

Central Vermont Regional Planning Commission
Profit & Loss Budget vs. Actual
July 2020 through January 2021

	Jul '20 - Jan 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 · ACCD				
4101 · ACCD Direct	165,618.81	272,678.00	-107,059.19	60.74%
4102 · ACCD Match	0.00			
4100 · ACCD - Other	0.00	0.00	0.00	0.0%
Total 4100 · ACCD	165,618.81	272,678.00	-107,059.19	60.74%
4200 · Community Development				
4201 · BCRC Regional Energy Plan	0.00	0.00	0.00	0.0%
4208 · Working Communities	5,000.00	5,000.00	0.00	100.0%
4210 · BCRC Regional Energy Implement	4,875.00	4,875.00	0.00	100.0%
4215 · CCRPC CEDS	4,538.35	20,957.00	-16,418.65	21.66%
4200 · Community Development - Other	0.00	0.00	0.00	0.0%
Total 4200 · Community Development	14,413.35	30,832.00	-16,418.65	46.75%
4300 · Fee for Services				
4302 · Cross VT Trail	0.00	1,200.00	-1,200.00	0.0%
4304 · GIS Mapping	802.58	1,500.00	-697.42	53.51%
4308 · WBRD Admin	4,000.00	4,000.00	0.00	100.0%
4310 · Town of Worcester	2,680.52			
4300 · Fee for Services - Other	0.00	0.00	0.00	0.0%
Total 4300 · Fee for Services	7,483.10	6,700.00	783.10	111.69%
4400 · Municipal Contracts				
4403 · Better Back Roads	20,697.42	20,716.00	-18.58	99.91%
4404 · Cabot Trails MPG 19	0.00			
4415 · Waitsfield Road Erosion Invent.	3,786.60	3,787.00	-0.40	99.99%
4430 · BT Road Erosion Inventory	6,498.77	6,630.00	-131.23	98.02%
4435 · Town of Woodbury	4,457.86	10,052.00	-5,594.14	44.35%
4440 · Town of Middlesex	3,141.03	7,360.00	-4,218.97	42.68%
4445 · Town of Moretown	600.45			
4400 · Municipal Contracts - Other	0.00	16,843.00	-16,843.00	0.0%
Total 4400 · Municipal Contracts	39,182.13	65,388.00	-26,205.87	59.92%
4500 · Natural Resources				
4501 · 604B Water Planning	3,636.00	3,636.00	0.00	100.0%
4506 · Forest Integrity	2,946.02	40,375.00	-37,428.98	7.3%
4512 · NEIWPCC Berlin SW Final Design	0.00	0.00	0.00	0.0%
4515 · MARC Clean Water Block Grant	0.00	0.00	0.00	0.0%
4516 · Tactical Basin Planning	14,757.87	30,403.00	-15,645.13	48.54%
4518 · WCA PublicPrivatePartnership-P3	191.62	3,792.00	-3,600.38	5.05%
4519 · MARC Design Imp. Block Grant	9,176.29	42,480.00	-33,303.71	21.6%
4520 · DEC Woodbury Elem/Fire SW F.D	13,841.39	28,799.00	-14,957.61	48.06%
4521 · DEC Moretown School SW Fin Des	11,743.00	36,152.00	-24,409.00	32.48%
4525 · Friends of the Winooski River	1,755.82	2,195.00	-439.18	79.99%
4500 · Natural Resources - Other	0.00	0.00	0.00	0.0%
Total 4500 · Natural Resources	58,048.01	187,832.00	-129,783.99	30.9%
4600 · Public Safety				
4602 · EMPG	13,569.84	45,305.00	-31,735.16	29.95%
4607 · LEPC SERC	4,940.05	11,164.00	-6,223.95	44.25%
4609 · DPS Local Hazard Mitig. Plans	2,196.60	8,824.00	-6,627.40	24.89%
4611 · VEM Emergency Operation MOA	0.00	1,200.00	-1,200.00	0.0%
4615 · DPS EMPG	7,902.99	15,636.00	-7,733.01	50.54%
4620 · VDT LGER	115,745.17	113,676.00	2,069.17	101.82%
Total 4600 · Public Safety	144,354.65	195,805.00	-51,450.35	73.72%
4700 · Town Dues (Parent)				

6:17 PM
02/23/21
Accrual Basis

Central Vermont Regional Planning Commission
Profit & Loss Budget vs. Actual
July 2020 through January 2021

	Jul '20 - Jan 21	Budget	\$ Over Budget	% of Budget
4701 · Town Dues	79,875.00	79,875.00	0.00	100.0%
4702 · Town Dues Match	0.00			
Total 4700 · Town Dues (Parent)	79,875.00	79,875.00	0.00	100.0%
4800 · Transportation				
4803 · Grants in Aid	15,128.75	25,709.00	-10,580.25	58.85%
4804 · TPI	116,052.48	258,168.00	-142,115.52	44.95%
Total 4800 · Transportation	131,181.23	283,877.00	-152,695.77	46.21%
4900 · Other Income				
4901 · Interest Income	165.98	10.00	155.98	1,659.8%
4999 · Miscellaneous Income	5,000.00	5,000.00	0.00	100.0%
Total 4900 · Other Income	5,165.98	5,010.00	155.98	103.11%
Total Income	645,322.26	1,127,997.00	-482,674.74	57.21%
Gross Profit	645,322.26	1,127,997.00	-482,674.74	57.21%
Expense				
5000 · Wages and Fringe Benefits				
5001 · Personnel	240,432.16	482,657.00	-242,224.84	49.81%
5100 · Fringe Benefits				
5101 · FICA	18,838.10	34,653.00	-15,814.90	54.36%
5110 · Health Insurance	55,236.93	96,712.00	-41,475.07	57.12%
5112 · Dental Insurance	2,896.92	6,402.00	-3,505.08	45.25%
5115 · Life Disability Insurance	1,452.57	4,099.00	-2,646.43	35.44%
5120 · Pension Plan - Edward Jones	9,622.80	19,047.00	-9,424.20	50.52%
5125 · Technology Stipend	1,773.91	3,328.00	-1,554.09	53.3%
5130 · Unemployment Insurance	339.00	700.00	-361.00	48.43%
5135 · Worker's Comp	1,970.81	3,394.00	-1,423.19	58.07%
5100 · Fringe Benefits - Other	0.00	0.00	0.00	0.0%
Total 5100 · Fringe Benefits	92,131.04	168,335.00	-76,203.96	54.73%
5000 · Wages and Fringe Benefits - Other	0.00	0.00	0.00	0.0%
Total 5000 · Wages and Fringe Benefits	332,563.20	650,992.00	-318,428.80	51.09%
5200 · Professional Services				
5201 · Accounting	35,000.00	65,000.00	-30,000.00	53.85%
5202 · Audit	0.00	7,950.00	-7,950.00	0.0%
5203 · IT/Computer	635.00	2,300.00	-1,665.00	27.61%
5204 · Legal	0.00	3,000.00	-3,000.00	0.0%
5205 · Videography	0.00	0.00	0.00	0.0%
5206 · Professional Services - Other	612.50	0.00	612.50	100.0%
5200 · Professional Services - Other	0.00	1,300.00	-1,300.00	0.0%
Total 5200 · Professional Services	36,247.50	79,550.00	-43,302.50	45.57%
5305 · Advertising	1,741.05	2,328.00	-586.95	74.79%
5315 · Consultants	123,135.13	259,446.00	-136,310.87	47.46%
5320 · Depreciation expense	2,794.33	4,800.00	-2,005.67	58.22%
5325 · Copy				
5326 · Copier extra copies	757.94	1,200.00	-442.06	63.16%
5327 · Copier Lease Payments	1,394.97	2,884.00	-1,489.03	48.37%
5325 · Copy - Other	0.00	0.00	0.00	0.0%
Total 5325 · Copy	2,152.91	4,084.00	-1,931.09	52.72%
5330 · Supplies				
5331 · Equipment/Furniture	871.77	4,526.00	-3,654.23	19.26%
5332 · GIS Supplies	0.00	500.00	-500.00	0.0%
5333 · Office Supplies	1,506.71	3,000.00	-1,493.29	50.22%
5334 · Billable Supplies	24.25	307.00	-282.75	7.9%
5335 · Subscriptions/Publications	335.98	1,252.00	-916.02	26.84%

6:17 PM
02/23/21
Accrual Basis

Central Vermont Regional Planning Commission
Profit & Loss Budget vs. Actual
July 2020 through January 2021

	Jul '20 - Jan 21	Budget	\$ Over Budget	% of Budget
5330 · Supplies - Other	0.00	0.00	0.00	0.0%
Total 5330 · Supplies	2,738.71	9,585.00	-6,846.29	28.57%
5344 · Insurance				
5345 · Liability Insurance	780.50	1,738.00	-957.50	44.91%
5346 · Public Officials Insurance	1,427.58	2,448.00	-1,020.42	58.32%
Total 5344 · Insurance	2,208.08	4,186.00	-1,977.92	52.75%
5350 · Meetings/Programs	1,295.31	2,900.00	-1,604.69	44.67%
5355 · Postage	868.36	1,105.00	-236.64	78.59%
5360 · Dues/Memberships/Sponsorships				
5361 · Government Relations	2,590.92	0.00	2,590.92	100.0%
5360 · Dues/Memberships/Sponsorships - Other	4,131.75	10,725.00	-6,593.25	38.52%
Total 5360 · Dues/Memberships/Sponsorships	6,722.67	10,725.00	-4,002.33	62.68%
5370 · Office Occupancy				
5310 · Cleaning	1,680.00	2,160.00	-480.00	77.78%
5371 · Rent/Utility Payments	24,723.65	42,383.00	-17,659.35	58.33%
5370 · Office Occupancy - Other	0.00	200.00	-200.00	0.0%
Total 5370 · Office Occupancy	26,403.65	44,743.00	-18,339.35	59.01%
5375 · Software/Licenses/IT Sub	3,008.00	9,764.00	-6,756.00	30.81%
5385 · Telephone/Internet	3,870.45	6,780.00	-2,909.55	57.09%
5390 · Travel	5,399.96	7,862.00	-2,462.04	68.68%
5999 · Miscellaneous Expenses				
5339 · Gifts	119.25	920.00	-800.75	12.96%
5380 · Fees				
5382 · Bank Fees	13.86			
5384 · Payroll Direct Deposit Fees	16.00			
5380 · Fees - Other	500.00	766.00	-266.00	65.27%
Total 5380 · Fees	529.86	766.00	-236.14	69.17%
5999 · Miscellaneous Expenses - Other	0.00	410.00	-410.00	0.0%
Total 5999 · Miscellaneous Expenses	649.11	2,096.00	-1,446.89	30.97%
8000 · Indirect Costs	0.00			
Total Expense	551,798.42	1,100,946.00	-549,147.58	50.12%
Net Ordinary Income	93,523.84	27,051.00	66,472.84	345.73%
Net Income	93,523.84	27,051.00	66,472.84	345.73%



MEMO

Date: February 25, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: FY21 Indirect Rate Adjustment

✉ **ACTIONS REQUESTED: Approve submission of the FY21 indirect rate change request to VTrans.**

Why Lower the Indirect Rate?

As noted previously, CVRPC is recovering more administrative (overhead) costs that it is expending. An over recovery is a profit. Profits from indirect recover are unallowable under federal regulations, and are treated as an advance on administrative costs. The advance is paid back by adjusting rates in future years so that an under recovery happens. The advanced funds then are used to make up the difference.

Lowering CVRPC's indirect rate now helps avoid an up-and-down bounce effect in the rate, creating more stability for the organization and its funders. Our goal is to use an indirect rate that is within 5% of the year-end actual indirect rate.

What Rate Should Be Used?

Assuming the level of contract recovery and administrative costs will stay constant for the rest of the year, the accountants have projected the indirect rate for FY21 should have been around 100.16% instead of 115.13%.

With the current rate, the accountants projected CVRPC will over-recover around \$53,000 by June 30, 2021. CVRPC can approach an adjustment in two ways.

1. If our goal is to adjust for the year and get to the "perfect" rate (no over or under recovery, aka a "100% rate" or "**actual rate**"), CVRPC would charge a rate in March – June that is ~80% of what it charged in the first seven months of the fiscal year. That rate would be 92.1%.
2. If our goal is to adjust for the year and get to the "**within 5%**" of the actual rate (minimal over or under recovery), CVRPC would charge a March-June rate that is 90% of what it charged in the first seven months. That rate would be 103.62%.

Staff recommends striking a middle ground and requesting a rate of 98%. This rate minimizes CVRPC's risk of recovering too little while minimizing over recovery.

115.13%	Approved rate for FY22
100.16%	Actual incurred rate as of 01/31/21
14.97%	Difference approved to actual
98%	Recommended rate for March-June

Why Lean Toward Over Recovery?

Indirect rates are a ratio of eligible Indirect costs (wages, benefits, and expenses not chargeable to a specific job) divided by Direct wages and benefits (staff costs charged to billable jobs). A few things could change in the next five months that might affect either part of the equation:

- An increase from the average administrative cost in the next five months. Ex. office insurance and GIS licenses are paid annually in June, new staff are less billable during their initial training period.
- A reduction in billable hours in the next five months. Ex. COVID infection rates result in schools moving to a fully remote learning environment and our senior staff reduce their hours to accommodate child care duties.

CVRPC is managing multiple projects with contractors and a statewide RPC project. This could result in cash outlays that are not balanced by timely State reimbursement. Additionally, while CVRPC's reserve fund balance continues to improve, it is currently just below two-months operating costs, substantially below the six-month recommended amount.

Background

CVRPC monitors its actual indirect rate at various times through the year. No adjustments are requested until after December 31 unless there are extraordinary events. If the December 31 financials show CVRPC is not within 10% of its actual rate and projections demonstrate substantial adjustments will not occur, staff recommends requesting a voluntary rate adjustment to avoid over or under recovery of administrative costs and large rate swings in future years.



March 2, 2021

Maryann Woods, Audit Specialist
Finance & Administration Division, Audit Section
Vermont Agency of Transportation
One National Life Drive
Montpelier, VT 05633
Via Maryann.Woods@vermont.gov

Dear Maryann,

The Central Vermont Regional Planning Commission (CVRPC) requests approval to voluntarily adjust its FY21 Indirect Rate from 115.13% to 98% for March 1 through June 30, 2021. This voluntary cap will assist CVRPC to avoid significant over recovery of indirect costs.

CVRPC's current approved indirect rate was based on projected lower direct costs due to the COVID-19 pandemic. Additional contracts and augmented staffing have driven the over recovery of indirect.

To determine the new rate, CVRPC calculated its actual indirect and direct costs as of January 31, 2021. The calculation demonstrated CVRPC's actual indirect rate was ~100.16%. CVRPC annually incurs increased administrative costs in the last quarter of the fiscal year. Through this rate adjustment, CVRPC aims to have its audited FY21 indirect recovery fall within 5% of its actual costs.

CVRPC management has discussed the rate modification with its Executive Committee. The Executive Committee approved the rate change at its March 1, 2020 meeting.

CVRPC appreciates this opportunity to adjust its indirect rate for FY21

If you have any questions, we invite you to contact Bonnie at waninger@cvregion.com or 229-0389.

Sincerely,

Bonnie Waninger
Executive Director

Laura Hill-Eubanks
Chair



MEMO

Date: February 24, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Contract/Agreement Approvals

GRANTS & SERVICE AGREEMENTS

(Contracts and agreements valued at more than \$25,000)

Northwest Regional Planning Commission – Municipal Grants in Aid FY21

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the agreement.

Scope of Work: The Grants In Aid program provides funding to municipalites to implement Best Management Practices (BMPs) on hydrologically-connected municipal road segments that do not or partially meet Municipal Roads Generat Permit standards. Hydrologically-connected road segments directly drain into surface waters (streams, rivers, ponds, lakes and wetlands.) The project was designed to be a streamlined approach to providing financial and technical support to municipalities. CVRPC will administer and deliver the program in Central Vermont.

Funding:

Grant Amount: \$17,474 (state funds)

Match Amount: \$0

Match Source: N/A

Performance Period: 10/01/20 – 08/30/21

Staff: Christian Meyer (primary), Ashley Andrews

Notes:

1. The grant amount reflects ~50% of the final contract value. The full value is anticipated to be \$34,948.
2. The performance period end date is anticipated to be amended when the additional construction program delivery funds are added.

Southern Windsor County Regional Planning Commission (dba Mount Ascutney Regional Commission) – Design/Implementation Block Grant, Calais and Woodbury Stormwater Designs Amendment 2

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the agreement amendment.

Scope of Work: Complete four (4) final designs for stormwater mitigation projects. The projects are:

- 1) Woodbury - Church Street,
- 2) Woodbury - Fire Station and Post Office,
- 3) Calais – Moscow Woods Gully, and
- 4) Calais – East Calais Post Office.

Funding:

Grant Amount: ~~\$53,406~~ \$53,625 (state funds)

Match Amount: \$3,066 (town cash and in-kind)

Performance Period: 01/06/20 – 12/01/21

Staff: Pam DeAndrea (primary for Calais), Grace Vinson (primary for Woodbury)

Notes: The original site for the Woodbury project was not feasible to use. The additional funding allows the Town to explore the feasibility of using an alternate property.

CONTRACTS

(Contracts and agreements valued at more than \$25,000)

Dubois & King - Stormwater Services Master Agreement, Addendum 1, Woodbury Stormwater Mitigation Final Designs, Amendment 3

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the contract addendum amendment.

Scope of Work: Provide stormwater designs, costs estimates, bid documents, and permits for four sites in Woodbury village, attending meetings with stakeholders as necessary.

Funding:

Contract Addendum Amount: ~~\$42,754~~ \$44,683


Master Agreement Total: ~~\$42,754~~ \$53,443

Performance Period: 05/11/20 – 09/30/21

Staff: Grace Vinson (primary), Pam DeAndrea

Note: This third amendment relates to the SWCRPC/MARC contract amendment. This amendment increases the contract amount so the consultant can explore the feasibility of using an alternate property for the stormwater installation.

Milone & MacBroom, – Stormwater Planning and Engineering Services Master Agreement

 **ACTION REQUESTED:** None requested. This is an update regarding a potential contract change.

Scope of Work: Provide a range of stormwater planning and engineering services to CVRPC for a 3-year period with possible 1-2 year extensions. Services will include, but are not limited to project development, scoping studies, technical assistance, stormwater planning/design/ engineering, and construction management for stormwater mitigation projects.

Performance Period: 05/07/19 – 06/30/22

Update: The Master Agreement was executed after CVRPC pre-qualified contractors to serve CVRPC's stormwater management program. On January 11, 2021, Milone & MacBroom notified CVRPC that it had joined with SLR International Corporation (SLR) and requested authorization to reassign the Calais Stormwater Mitigation Final Design project to SLR. The request mentions a merger of the companies.

Staff consulted with CVRPC's attorney regarding two questions:

1. How does the successor entity relate to Milone & MacBroom?
2. Is the contract assignment document appropriate to sign?

In regards to the successor entity, staff is seeking additional information from Milone & MacBroom (M&M) regarding how the joining was accomplished. This could affect whether Milone & MacBroom can retain its pre-qualified contractor status. The primary issue is whether the firm is a new entity or the same entity as the firm that was pre-qualified.

In regards to the contract assignment document, the attorney recommended modifications to the document. First, the document only addresses the Calais project. If M&M's pre-qualification status remains valid, the Master Agreement would be the appropriate contract for reassignment as this would pass through to individual tasks orders. Second, the attorney recommended CVRPC consider an update to its standard contract language to incorporate a covenant that lists items for contract termination or specifically addresses how a change of control will be addressed. Actions related to contract assignment are on hold pending the outcome of the successor entity question.

FOR INFORMATION ONLY

(Contracts, agreements, and Stormwater Program addendums valued at \$25,000 or less and site specific contract addendums for the Brownfields Program and task specific contract addendums for the Transportation Program)

None.

NORTHWEST REGIONAL PLANNING COMMISSION

MUNICIPAL GRANTS IN AID PROGRAM

SUB-GRANT AGREEMENT

With

Central Vermont Regional Planning Commission (CVRPC)

1. Parties: This is an Agreement for services between the Northwest Regional Planning Commission (NRPC) a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 75 Fairfield Street, St. Albans, VT and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT (hereinafter called "SUBRECIPIENT"). It is the SUBRECIPIENT's responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUBRECIPIENT is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Subgrant Agreement is to provide program delivery for the Municipal Grants in Aid Program under NRPC's agreement with the Vermont Department of Environmental Conservation (2020-CWF-MRGIA-01). The SUBRECIPIENT's Scope of Work and Budget is in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by SUBRECIPIENT, the NRPC agrees to pay SUBRECIPIENT, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$13,474.
4. Agreement Term: The period of SUBRECIPIENT's performance shall begin October 1, 2020 and end on August 30, 2021.
5. Source of Funds: Vermont Department of Environmental Conservation (VTDEC).
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the NRPC and SUBRECIPIENT.
7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Contact persons for this award:

NRPC: Catherine Dimitruk

P: (802) 524-5958

E: CDimitruk@nrpcvt.com

SUBRECIPIENT: Central Vermont Regional Planning Commission

9. Attachments: This Agreement consists of two pages plus the following attachments which are incorporated herein:

Attachment A –SUBRECIPIENT Scope of Work and Budget

Attachment B - Payment Provisions

Attachment C – Pass-through State Grant Provisions

Attachment D – Pass-through Other Contract Provisions

Attachment E – Pass-through Standard Terms and Conditions for Federal Subrecipients (Environmental Protection Agency)

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AGREEMENT.

NORTHWEST
REGIONAL PLANNING COMMISSION

Name: Catherine Dimitruk

Signature: _____

Title: Executive Director

Date: _____

CENTRAL VERMONT REGIONAL PLANNING
COMMISSION

Name: _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT A
SUBRECIPIENT Scope of Work and Budget
Regional Planning Commissions

Scope of Work:

The State of Vermont released a Municipal Roads General Permit (MRGP) in 2018, pursuant to Act 64 of 2015 and as part of the implementation milestones for the Phosphorus Total Maximum Daily Loads (TMDLs) for Vermont Segments of Lake Champlain. The “best management practices” (BMPs) used to address water quality concerns on unpaved roads are among the most cost-effective actions to reduce nutrient and sediment pollution. BMP implementation will also enhance municipalities’ resilience to flood damages and will help reduce long-term maintenance costs. There are approximately 13,000 miles of municipal roads in Vermont, of which approximately half directly drain into surface waters (streams, rivers, ponds, lakes, and wetlands), referred to as “hydrologically connected road segments.”

The purpose of this Grants-in-Aid program is to provide funding to municipalities to implement BMPs on municipal roads ahead of the MRGP implementation schedule. Grants-in-Aid funds are only available for Vermont municipalities that are required to comply with the MRGP.

Grants-in-Aid funds can only be used for project construction costs on hydrologically connected municipal road segments that do not or partially meet MRGP standards, and work must result in bringing those segments into full compliance with the MRGP. BMPs eligible for funding under this program that support compliance with the MRGP standards are the following:

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Addressing gully erosion on Class 4 roads; and
- Stabilizing catch basin outlets.

The RPC shall:

1. Provide program delivery and technical assistance to all municipalities participating in the program as follows:
 - Serve as point-of-contact for regional municipalities regarding this program.
 - Upon notification from NRPC, announce the program, conduct outreach to maximize municipal participation, invite municipalities to enroll and complete any other necessary start-up activities.
 - Provide maps as needed to participating municipalities that show the number and location of municipally- owned hydrologically connected roads. Refer to the VTDEC map layer for *hydrologically-connected* municipal roads in Vermont, available at: <http://anr.vermont.gov/maps/nr-atlas>.
 - Identify and select priority project locations (i.e., hydrologically connected municipal road segments) and BMPs that are necessary to bring road segments into full compliance with MRGP standards. Use Geographic Information Systems (GIS) to map project locations.
 - Follow Municipal Roads General Permit feasibility section which states: The implementation of a standard does not require the acquisition of additional state or federal permits (Self-verification under a non-reporting permit category does not constitute a permit for purposes of this section) or noncompliance with such permits, or noncompliance with any other state or federal law. The implementation of a standard does not require the condemnation of private property; impacts to significant environmental and historic resources, including historic stone walls, historic structures, historic landscapes, or vegetation within 250 feet of a lakeshore; impacts to buried utilities; and excessive hydraulic hammering of ledge. Grantee may reference the ANR Atlas Ecosystem Restoration Grants Screening layer theme to help identify potential issues. Instructions are available at: https://dec.vermont.gov/sites/dec/files/wsm/erp/docs/manual_appendix1.pdf. If you have questions regarding natural resource issues, the Water Quality Project Screening Tool provides regulatory and

non-regulatory contact information for a discrete project location (by address or latitude/longitude), available at: <https://anrweb.vt.gov/DEC/cleanWaterDashboard/ScreeningTool.aspx>.

- Hold pre-construction meetings with participating municipalities to collect or verify road erosion inventory data and review Best Management Practices (BMP) construction plans. **Deadline May 31, 2021.**
- Hold post-construction meetings with participating municipalities to verify road segment(s) fully meet MRGP standards and prepare and submit project reporting materials to the state for tracking purposes. **Deadline: within 20 days of construction completion.** If a road segment is not fully compliant post-construction, the municipality must bring the segment into full compliance before payment is released and the segment is reported as fully meeting standards.
 - VTDEC requests that RPCs make every effort to conduct post-construction site visits to verify full MRGP compliance at the end of construction while municipal road crews still have equipment on site or access to equipment to address any issues identified during the post-construction site visit.
- Coordinate with NRPC to request third-party technical assistance, if necessary, in support of this program.
- Post clean water project signs during project construction in accordance with *Department of Environmental Conservation Clean Water Initiative Program (CWIP) Guidelines for Clean Water Project Signs* (available at: https://dec.vermont.gov/sites/dec/files/DEC-CWIP_CleanWaterProjectSignsGuidance_FINAL.pdf) with a target of posting signs for 10-15% of MRGIA projects constructed in each region of the state. Use of signs should be prioritized, specifically within the Grants-in-Aid program, for projects with the greatest public visibility, duration of construction, and addressing the greatest number of road segments.

2. Assist with Municipal Invoicing and Reporting as follows:

- Assist municipalities with invoicing requirements and reporting for equipment purchases (if applicable) and BMP construction projects using templates provided by the NRPC. Invoicing shall document equipment purchase and/or BMP construction project costs to ensure a substantial contribution of a minimum of 20% local match, including in-kind transportation, municipal staff time, cash or other demonstration of substantial contribution. The State will reimburse 80% of documented costs of the project, with a maximum of the VTDEC and/or Vermont Agency of Transportation (VTrans) final offer amount.
- Review BMP construction project invoices and reports for accuracy and completeness before submitting to NRPC for reimbursement on behalf of the municipalities. **All invoices shall be submitted by email to gia@nrpcvt.com. Reporting shall include submission of the completed and signed Municipal Invoicing Spreadsheet, copies of receipts/invoices for all project purchases and expenses, verification of MRGP compliance of segments worked on and the number of segments improved, photographs before and after BMP construction (taken from the same perspective) and photographs of clean water project signs posted during construction.** Photographs must be submitted as JPEG files with minimum 300 pixels per inch (PPI) resolution using a naming format provided by NRPC.
- Review equipment invoices and reports for accuracy and completeness before submitting to NRPC for reimbursement on behalf of the municipalities (if applicable). **All invoices shall be submitted by email to gia@nrpcvt.com. Reporting shall include submission of signed transfer of ownership request and operations & maintenance agreement, a copy of the equipment maintenance manual, completed final performance report form, copies of invoices/receipts to verify equipment purchase, and photographs of equipment purchased in use.** Photographs must be submitted as JPG files with minimum 300 pixels per inch (PPI) resolution.
- Compile financial documentation for regional municipalities and provide to NRPC monthly by the 15th at GIA@nrpcvt.com to facilitate payment of grant funds. Ensure that municipalities understand that 1). All eligible expenses, including local match, must be made after the completion of pre-construction site visit and notice to proceed, and 2) funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match and 3) MRGP fees paid to the State cannot be included as match. Funds provided through this agreement cannot be used by municipalities to pay MRGP fees to the State.

Northwest Regional Planning Commission Responsibilities:

1. Serve as the point of contact and coordinator for the project statewide; act as a liaison to VTDEC and/or VTrans for all issues and questions regarding the program.

2. Provide the maximum grant award for each participating municipality determined by VTDEC and/or VTrans using a formula based on the number of hydrologically connected municipal road miles or equipment choice.
3. Provide reporting templates and methods for BMP project reports and equipment purchases, financial reporting and progress reports.
4. Make payments to municipalities upon receipt of invoices submitted from the Grantee to provide reimbursement to participating municipalities for completed equipment purchases and/or construction projects.
5. Complete regular program updates for distribution and completion of mid-year and final program reports.

AGREEMENT BUDGET

	Equipment Program Delivery	BMP Construction Program Delivery	Total
CVRPC	\$800.00	\$12,674.00	\$13,474.00

**ATTACHMENT B
PAYMENT PROVISIONS**

The NRPC agrees to compensate the SUBRECIPIENT for services performed up to the maximum amounts stated above provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement. The SUBRECIPIENT's budget is listed in Attachment A.

A. General. The NRPC agrees to pay the SUBRECIPIENT and the SUBRECIPIENT agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachment A, a maximum reimbursement not to exceed the amount in Attachment A based upon actual documented costs.

B. Payment Procedures. The NRPC shall pay, or cause to be paid, to the SUBRECIPIENT progress payments for invoices which will be submitted no more frequently than quarterly and **upon completion of the deliverables.** Requests for payment shall be made directly to the NRPC at GIA@nrpcvt.com and shall be accompanied by progress reports which will include any deliverables. **The SUBRECIPIENT shall separate expenses for equipment program delivery (if applicable) and BMP construction on all invoices.**

The SUBRECIPIENT must submit invoices for work included in **Attachment A.** NRPC requires that time and effort detail for personnel costs and/or detail of direct costs be included with invoices for this agreement. Back up documentation for personnel and direct costs must be retained by the SUBRECIPIENT and provided upon request. The SUBRECIPIENT certifies the accuracy of costs when signing each invoice.

The NRPC shall pay for all services, expenses and materials accomplished or used during the period of this Agreement up to the maximum amount and only that effort will be included on invoices under this Agreement.

All payments by the NRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBRECIPIENT including but not limited to bills, invoices, progress reports and other proofs of work.

Deadlines in the scope of work are firm and most cannot be modified for any reason. Failure to complete deliverables by the deadlines may result in forfeiture of some or all of SUBRECIPIENT's payments and/or cancellation of the agreement and/or the RPC's municipalities not being reimbursed for their grants. No modifications to deadlines are allowed without prior approval of NRPC and only because of unexpected circumstances beyond the control of NRPC or SUBRECIPIENT.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR
CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or

indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed

Operations Personal Injury

Liability Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: **The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq.** If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or

safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. 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 findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing

in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents:
 - (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and
 - (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Attachment D

Other Grant Agreement Provisions

1. **Required Deliverable for Outreach Activities:** As stated in the grant agreement's table of deliverables, all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings) are required to complete the Clean Water Outreach Efforts nFORM within one week of each event taking place. This online form and corresponding instructions are available at: <https://dec.vermont.gov/water-investment/cwi/grants/resources>.
2. **ANR Atlas Map:** State VTDEC map layer for hydrologically-connected municipal roads in Vermont, available at: <https://anr.vermont.gov/maps/nr-atlas>
3. **ANR Atlas Screening Layer:** Grantee may reference the ANR Atlas Ecosystem Restoration Grants Screening layer theme to help identify potential issues. Instructions are available at: https://dec.vermont.gov/sites/dec/files/wsm/erp/docs/manual_appendix1.pdf.
4. **Water Quality Project Screening Tool:** provides regulatory and non-regulatory contact information for a discrete project location (by address or latitude/longitude), available at: <https://anrweb.vt.gov/DEC/cleanWaterDashboard/ScreeningTool.aspx>.
5. **Clean Water Project Signs:** DEC Clean Water Initiative Program (CWIP) Guidelines for Clean Water Project Signs available at: https://dec.vermont.gov/sites/dec/files/DEC-CWIP_CleanWaterProjectSignsGuidance_FINAL.pdf
6. **Match Documentation:** If the project requires match, all match must be documented and reported using the Form 430-M (<http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx>) and should be submitted at the close of the project with the final invoice.
7. **Sub-Approval Form:** Grantee shall not assign labor duties to a subcontractor without the prior written approval from the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract form (the form is available at <https://dec.vermont.gov/sites/dec/files/aid/Finance/Subapproval%20Form.pdf>).
8. **Grant File Checklist:** To assist Grantees in administering grants, you may use this checklist to assure that all administrative requirements are met - <https://dec.vermont.gov/sites/dec/files/aid/Finance/Grant%20File%20Checklist.pdf>.
9. **Construction projects over \$100,000:** Any individual construction project over \$100,000 (per 29 V.S.A. § 161) will require the grantee to ensure that the selected contractor comply with the prevailing wage as published by the Vermont Department of Labor.

**ATTACHMENT E: STANDARD TERMS AND CONDITIONS FOR FEDERAL
SUBRECIPIENTS (ENVIRONMENTAL PROTECTION AGENCY)**

- **Introduction.** The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.
- **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR 200, states that the Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR 200), as supplemented by this part, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. This part satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by this part. EPA also has programmatic regulations located in 40 CFR Chapter 1 Subchapter B.
- **Implementing Procurement Standards.** There is a one-year grace period available to non-Federal entities for implementation of the procurement standards in 2 CFR 200.317 through 200.326. As will be detailed in the 2015 OMB Compliance Supplement, non-Federal entities choosing to delay implementation will need to specify in their documented policies and procedures that they continue to comply with 40 CFR Part 30 or 31 as applicable for one additional fiscal year which begins after December 26, 2014.
- **Effective Date and Incremental or Supplemental Funding.** Consistent with the OMB Frequently Asked Questions at <https://cfo.gov/cofar> on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 200.98) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 200 and 1500).
- **Automated Clearing House (ACH) Payments.** Under this payment mechanism, the Vermont Department of Finance and Management will obtain the recipient's banking information from the ACH Vendor Authorization Form. Recipients can also sign up for the Vendor Portal – a secure online system that gives vendors direct access to payment information. Additional information concerning ACH can be obtained by contacting the Vermont Department of Finance and Management at 802-828-0676, or by visiting: <http://finance.vermont.gov/forms>
- **Consultant Cap.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient

with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

5. Electronic and Information Technology Accessibility. Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient’s websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>).

6. Civil Rights Obligations. This term and condition incorporates by reference the signed assurance provided by the recipient’s authorized representative on: 1) EPA Form 4700-4, “Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance”; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

- **Statutory Requirements**

- In carrying out this agreement, the recipient must comply with:
 - Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- If the recipient is conducting an education program under this agreement, it must also comply with:
 - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.
- If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

8.1.3.1 Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

- **Regulatory Requirements**

- The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - For Title IX obligations, 40 C.F.R. Part 5; and
 - For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.

- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.
 - **TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation**
 - As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf.
 - If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
 - In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.
8. **Drug-Free Workplace.** The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.
- Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.
- The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/>.
9. **Hotel-Motel Fire Safety.** Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel- Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.
11. **Recycled Paper.** When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.
12. **Resource Conservation and Recovery Act.** Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

13. Trafficking in Persons

- **Provisions applicable to a recipient that is a private entity.**
 - The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—
 - Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - Procure a commercial sex act during the period of time that the award is in effect; or
 - Use forced labor in the performance of the award or subawards under the award.
 - We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity —
 - Is determined to have violated a prohibition in paragraph 26.1 of this award term; or
 - Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 26.1 of this award term through conduct that is either—
 - Associated with performance under this award; or
 - Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.
 - **Provision applicable to a recipient other than a private entity.** EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - Is determined to have violated an applicable prohibition in paragraph 26.1. of this award term; or
 - Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 26.1 of this award term through conduct that is either—
 - Associated with performance under this award; or
 - Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by EPA at 2 CFR 1532.
- D. Provisions applicable to any recipient.**
- The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph 26.1 of this award term.
 - Our right to terminate unilaterally that is described in paragraph 26.1.2 and 26.2:
 - Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - Is in addition to all other remedies for noncompliance that are available to us under this award.

- The recipient must include the requirements of paragraph 26.1 of this award term in any subaward made to a private entity.

B. Definitions. For purposes of this award term:

- “Employee” means either:
 - An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- “Private entity”:
 - Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - Includes:
 - A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - A for-profit organization.
- “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

28. Utilization of Small, Minority and Women’s Business Enterprises

13.1 General Compliance, 40 CFR, Part 33. The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

- **Fair Share Objectives, 40 CFR, Part 33, Subpart D.** A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

- **Current Fair Share Objective/Goal.** The dollar amount of this assistance agreement or the total dollar amount of all of the recipient’s financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The **Vermont Department of Environmental Conservation** has negotiated MBE/WBE fair share objectives/goals with EPA.
- **Negotiating Fair Share Objectives/Goals.** In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

- **Six Good Faith Efforts, 40 CFR, Part 33, Subpart C.** Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
 - Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
 - If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.
- **MBE/WBE Reporting, 40 CFR, Part 33, Subpart E.** MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
 - there are any funds budgeted in the contractual, equipment or construction lines of the award;

b. \$3,000 or more is included for supplies; or

c. there are funds budgeted for repos or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

This award meets one or more of the conditions as described above, therefore, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due within 90 days after the end of the project period.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:

U.S. Environmental Protection Agency – Region I 5
Post Office Square – Suite 100 (OARM16-2) Boston,
MA 02109-3912

Attn: Mr. Larry Wells, Disadvantaged Business Utilization Program Manager

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

- D. Contract Administration Provisions, 40 CFR, Section 33.302.** The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
 - E. Bidders List, 40 CFR, Section 33.501(b) and (c).** Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.
- 32. Unpaid Federal Tax Liabilities and Federal Felony Convictions.** Per Public Law 113-6 (Consolidated and Further Continuing Appropriations Act, 2013) and Public Law 112-175 (Continuing Appropriations Resolution, 2013) this award is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, Public Law 112-74, Division E, Title IV, Sections 433 and 434 (sections 433 and 434) regarding unpaid federal tax liabilities and federal felony

convictions. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

**MOUNT ASCUTNEY REGIONAL COMMISSION
AMMENDMENT #2 TO
STANDARD SUB-GRANT AGREEMENT
#CVRPC-2019DIBG-01 (BUNDLE)**

This AMENDMENT to contract #CVRPC-2019DIBG-01(Contract), executed on April 15, 2020, by and between the Mount Ascutney Regional Commission (MARC) (formerly, Southern Windsor County Regional Planning Commission (SWCRPC)) and Central Vermont Regional Planning Commission (CVRPC) shall be made effective on this 1st day of February, 2021, for the purposes of updating the project budget. This is the second Amendment to the Contract.

The Contract amendments are as follows:

Attachment B – Budget and Payment Provisions.

Budget Table adjustments to revise preliminary estimates are as follows:

Budget Category (\$)	Project Budget Amount*	Funding Amount Requested	Total Match Provided
1 – Program Delivery Costs**	\$4,540 \$4,875	\$4,540 \$4,875	
2 – Project Implementation (non-MS4)			
2a - Project Costs for Design and/or Implementation <i>Woodbury - Church Street Stormwater Final Design</i>	\$14,400 \$17,350	\$13,500 \$16,450	\$900
2b - Project Costs for Design and/or Implementation <i>Woodbury - Fire Station & Post Office SW Final Design</i>	\$10,400	\$9,500	\$900
2c - Project Costs for Design and/or Implementation <i>Calais-Moscow Woods Gully Final Design</i>	\$11,633	\$11,000	\$633
2d - Project Costs for Design and/or Implementation <i>Calais-East Calais Post Office SW Final Design</i>	\$12,433	\$11,800	\$633
Sub-Total Implementation	\$48,866 \$51,816	\$45,800 \$48,750	\$3,066
Total	\$53,406 \$56,691	\$50,340 \$53,625	\$3,066

All other language in the Contract remains the same.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AGREEMENT.

SOUTHERN WINDSOR COUNTY
REGIONAL PLANNING COMMISSION

SUB-GRANTEE

Signature: _____

Signature: _____

Name: Thomas J. Kennedy, A.I.C.P.

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____



February 2, 2021

Michael Hildenbrand
Dubois & King, Inc.
28 North Main Street
PO Box 339
Randolph VT 05060

RE: Stormwater Services Master Agreement, Addendum 1 - Scope of Work and Cost Estimate for Stormwater Mitigation Final Designs – Woodbury, Vermont

Dear Michael:

The Central Vermont Regional Planning Commission (CVRPC) is amending its contract with Dubois & King for the Stormwater Mitigation Final Designs – Woodbury, Vermont. Amendment #3 is necessary because:

- Signature of the amendment serves as a Notice to Proceed for the Church Street project.
- An alternative stormwater treatment site has been authorized for the Church Street property, resulting in an increase to the task amount and an update to the deliverables schedule.
- CVRPC has modified its Financial/Billing contact.
- CVRPC is affirming that this contract is a deliverable-based contract whereby milestones may have sub-deliverables to demonstrate progress on the milestone. The contractor may bill the payment amount after all deliverables for a site's milestone have been provided. One-time, interim payments were made as a courtesy to the contractor and do not represent a permanent change in contract terms.

Under the terms of our Master Agreement, dated May 16, 2019, this amendment letter, a previous amendment, your proposal as amended, the addendum, and the Master Agreement comprise the Stormwater Planning and Engineering Services contract for this project.

We look forward to working with you on this project.

Sincerely,

Bonnie Waninger
Executive Director

cc: Town of Woodbury

The following portions of Part 1 - Contract Detail are hereby amended as follows:

Part 1 – Contract Detail		
SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input type="checkbox"/>	Addendum <input checked="" type="checkbox"/> #2019-02.01	Amendment <input checked="" type="checkbox"/> #2019-02.01.A3
Task Amount: \$44,683	Task Start Date: 05/11/20	Task End Date: 09/30/21
Total Master Contract Value: \$53,443		
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)		
SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)		
Contractor Duns: 045010253		
DUNS Registered Name <i>(if different than Contractor Name above)</i> :		
SAM checked for DUNS Suspension and Debarment Exclusions (https://sam.gov/SAM/pages/public/index.jsf Print Screen Must be Placed in Contract File)		
Date: 02/05/21	Initials: BKW	SAM Expiration Date: 05/29/21
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File)		
Date: 02/25/21	Initials: BKW	Debarment Expiration Date: NA
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 04/24/20	Initials: GV	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file)		
Date: 02/25/21	Initials: BKW	
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)		
Date: 04/24/20	Initials: GV	
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)		
Date: 04/24/20	Initials: GV	
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]		
Date: 04/22/19	Initials: PD	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)		
Date: 04/09/20	Initials: GV	
SECTION 3 – FUNDING SOURCE		

Part 1 – Contract Detail

Funding Type:	<input type="checkbox"/> Federal	CFDA #:	Program Title:
		FAIN:	Amount of Federal Funding: \$
		Federal Awarding Agency:	
		Federal Award Date:	
	<input checked="" type="checkbox"/> State	Contract #: SWCRPC CVRPC-2019DIBG-01 and VT DEC 2020-CWF-D-1-04	
	<input type="checkbox"/> Other	Source:	

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator

Name: Grace Vinson
 Title: Planner
 Work Phone: 802-229-0389
 Email: vinson@cvregion.com

Finance/Billing

Name: Bonnie Waninger
 Title: Executive Director
 Work Phone: 802-229-0389
 Email: waninger@cvregion.com

CONTRACTOR

Project Contact/Manager

Name: Michael Hildenbrand
 Title: Project Manager
 Work Phone: 802-728-3376
 Cell Phone (if applicable):
 Email: mhildenbrand@dubois-king.com

Finance/Billing

Name: Michael Hildenbrand
 Title: Project Manager
 Work Phone: 802-728-3376
 Cell Phone (if applicable):
 Email: mhildenbrand@dubois-king.com

Address if different than Section 1):

Mailing:

City/State/ZIP:

The portions of Part 1 – Contract Detail items not noted above have not been changed and remain as presented in the original Master Agreement.

Part 2 – Contract Agreement

Article 6 – Compensation

6.1.a. Stormwater Mitigation Final Designs – Woodbury, Vermont. The following performance measures must be adhered to by the CONTRACTOR. All tasks, deliverables, and deadlines associated with this contract are included in the table below. The CONTRACTOR shall invoice CVRPC by milestone upon the successful completion of each milestone and submission of associated deliverables. Costs by site and deliverables must be tracked and reported separately. Costs related to each project noted below may be invoiced separately upon completion of milestones.

i VT DEC Elem School & Fire Dept. Site¹

<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Due Date</i>	<i>Payment</i>
1. Kickoff Meetings	<ul style="list-style-type: none"> • Meeting attendance • Site visits • Meeting minutes 	06/19/20 06/26/20	\$760
2. 60% Engineering Designs	<ul style="list-style-type: none"> • (2) 60% Stormwater Engineering Design Plans & Topo Survey/Base Map • Design Reports • (2) Opinions of Probable Cost • List of Local and/or State Permits required • Meetings with project stakeholders • Meeting Minutes • Present Design Plan at Selectboard meeting 	11/27/20 12/18/20 02/12/21 02/26/21 03/12/21	\$13,630
3. 90% Engineering Designs	<ul style="list-style-type: none"> • (2) 90 percent Designs • Design Reports • Local and/or state permits applications, as required • Meeting(s) with project stakeholders • Meeting Minutes • Present Design Plan at Selectboard meeting 	04/16/21 04/30/21 05/15/21 05/28/21	\$3,130

¹ VT DEC ERP: Elementary School (44.4399, -72.4162) and Fire Department (44.4407, -72.4159).

<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Due Date</i>	<i>Payment</i>
4. 100% Engineering Designs	<ul style="list-style-type: none"> • (2) 100% Stormwater Engineering Design Plans • Design Reports with photos • (2) Opinions of Probable Cost • (2) Construction Bid Documents • (2) Technical Specifications • Local and/or State Permits, if issued • BMP storage and treatment values for each treatment needed for VTDEC BMP Implementation Final Report 	06/30/21	\$1,623
5. Educational Program	Educational Materials for the Town and/or prepare a presentation for the Elementary School to discuss why the stormwater BMPs are necessary, how the BMPs work, and the importance of maintenance to maintain effectiveness and prolong the lifespan of the BMP	05/28/21	\$1,713
Expenses			\$518
<i>DEC Elem School & Fire Dept. Site Total</i>			<i>\$21,374</i>

ii SWCRPC DIBG Church Street Site²

<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Due Date</i>	<i>Payment</i>
1. Kickoff Meetings	<ul style="list-style-type: none"> • Meeting attendance • Site visits • Meeting minutes 	06/19/20 06/26/20	\$380
2. 60% Engineering Designs	<ul style="list-style-type: none"> • 60% Stormwater Engineering Design Plans & Topo Survey/Base Map – Church Street site • Soils Investigation – Rt. 14/Cabot Road site • Site Survey and Preliminary Plan • Design Report • Opinion of Probable Cost • List of Local and/or State Permits required • Meetings with project stakeholders • Meeting Minutes • Present Design Plan at Selectboard meeting 	11/27/20 04/09/21 04/30/21 05/10/21 06/11/21	\$9,960
3. 90% Engineering Designs	<ul style="list-style-type: none"> • 90 percent Designs • Design Reports • Updated opinions of probable cost • Local and/or state permits applications, as required • Meeting(s) with project stakeholders • Meeting Minutes • Present Design Plan at Selectboard meeting 	07/30/21 08/09/21	\$1,565

² SWCRPC DIBG: Church Street (44.4413, 72.4155).

<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Due Date</i>	<i>Payment</i>
4. 100% Engineering Designs	<ul style="list-style-type: none"> • 100% Stormwater Engineering Design Plans • Design Report with photos • Opinions of Probable Cost • Construction Bid Documents • Technical Specifications • Local and/or State Permits, if issued • BMP storage and treatment values for each treatment needed for VTDEC BMP Implementation Final Report	09/10/21	\$811
Expenses			\$413
<i>MARC DIBG Church Street Site Total</i>			<i>\$13,129</i>

iii SWCRPC DIBG Fire Station & Post Office Site³

<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Due Date</i>	<i>Payment</i>
1. Kickoff Meetings	<ul style="list-style-type: none"> • Meeting attendance • Site visits • Meeting minutes 	06/19/20 06/26/20	\$380
2. 60% Engineering Designs	<ul style="list-style-type: none"> • 60% Stormwater Engineering Design Plans & Topo Survey/Base Map • Design Reports • Opinions of Probable Cost • List of Local and/or State Permits required • Meetings with project stakeholders • Meeting Minutes • Present Design Plan at Selectboard meeting 	11/27/20 12/18/20 02/12/21 02/26/21 03/12/21	\$7,165
3. 90% Engineering Designs	<ul style="list-style-type: none"> • (4) 90 percent Designs • (2) Design Reports • (4) updated opinions of probable cost • Local and/or state permits applications, as required • (4) meeting(s) with project stakeholders • Meeting Minutes • Present Design Plan at Selectboard meeting 	04/16/21 04/30/21 05/15/21 05/28/21	\$1,565

³ SWCRPC DIBG: Fire Station & Post Office (44.406, 72.4155).

<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Due Date</i>	<i>Payment</i>
4. 100% Engineering Designs	<ul style="list-style-type: none"> • (4) 100% Stormwater Engineering Design Plans • (2) Design Reports with photos • (4) Opinions of Probable Cost • (4) Construction Bid Documents • (4) Technical Specifications • Local and/or State Permits, if issued • BMP storage and treatment values for each treatment needed for VTDEC BMP Implementation Final Report 	06/30/21	\$811
Expenses			\$259
<i>MARC DIBG Fire Station & Post Office Total</i>			<i>\$10,180</i>

The portions of Part 2 – Contract Agreement items not noted above have not been changed and remain as presented in the original Master Agreement.



MEMO

Date: February 25, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Regional Economic Project Priority List

✉ **ACTION REQUESTED:** Recommend a process for the Board to appoint representatives to CVEDC's economic develop project prioritization effort.

The State has requested that Economic Development Corporations prioritize economic development and infrastructure projects for inclusion in the Vermont Comprehensive Economic Development Strategy update. Projects must facilitate economic development. In 2020, staff participated in the effort on behalf of CVRPC due to a quick turnaround. For 2021, CVRPC has time to consider whether Board members should participate.

For 2020, CVRPC assisted CVEDC to solicit projects. CVEDC consolidated "applications" into a single list and created a small review committee to prioritize the projects. Projects were ranked based on a set of criteria including shovel readiness. All projects were provided to the State, ranked in order of regional priority.

CVEDC prefers the review committee be a mix of CVRPC and CVEDC representatives.

For 2021, staff recommends soliciting 1-3 Board representatives. As an alternative, CVRPC could solicit for municipal volunteers with a planning focus.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT MINUTES
February 1, 2021 Meeting

Present:

☒ Julie Potter
☒ Dara Torre
☒ Gerry D'Amico

☒ Laura Hill-Eubanks
☒ Steve Lotspeich

☒ Michael Gray
☒ Janet Shatney

Staff: Bonnie Waninger, Nancy Chartrand

Guests: Ahsan Ijaz and Enrique Gonzalez, The Ijaz Group

Call to Order

Chair Hill-Eubanks called meeting to order 4:01 pm. Quorum present to conduct business.

Adjustments to the Agenda

None

Public Comment

None

Financial Report

Waninger advised we are generally advancing through the year as anticipated. A definition of unrestricted net position was requested, and Ijaz advised it is basically the value of the organization (it's equity, fund balance, cumulative surpluses over the years). There was a request for a status update for the FY20 audit. Ijaz advised they are ready and waiting for confirmation to move forward, as they believe they can start the audit and resolve any necessary edits during the audit. Waninger advised that since the audit is not scheduled with our auditor, we will be dependent upon their ability to start it.

J. Potter moved to accept the 12/31/20 unaudited financial reports; D. Torre seconded. Motion carried.

Contract/Agreement Authorization

FFY21 Transportation Planning Initiative (TPI) Amendment #1:

Waninger advised she forwarded additional information after the packet was submitted and provided further explanation of the changes.

G. D'Amico moved to authorize the Executive Director to sign the agreement amendment; J. Shatney seconded. Motion carried.

Dubois & King – Stormwater Services Master Agreement, Addendum 1, Woodbury Stormwater Mitigation Final Designs, Amendment 2:

Waninger advised the Woodbury project have two different funding sources and one contractor hired to do all the work. The Church Street site funded by Southern Windsor County Regional Planning Commission (SWCRPC), now known as Mount Ascutney Regional Commission (MARC), is on hold due to infiltration tests not allowing the intended design to be concluded. An alternate site is being investigated. The contractor was to have submitted deliverables on all projects together. Due to the delay, the agreement amendment allows sites to be billed separately as milestones are met.

It was confirmed by Gray that there are four sites, not three sites: two are funded by Department of Environmental Conservation (DEC); and two are funded through SWCRPC/MARC. The Church Street site is not usable due to ledge and floodplain issues. Alternate plans have not yet been approved, so the sites are delayed and need to be retested in the spring. Waninger confirmed that another amendment to the agreement will be necessary when we know what will happen with the other two sites.

Gray noted he would abstain from voting.

G. D'Amico moved to authorize the Executive Director to sign the contract amendment; S. Lotspeich seconded. Motion carried with M. Gray abstaining.

Following the vote, Gray stated for the record he meant to recuse himself, not abstain. It was decided to take the vote again.

G. D'Amico moved to authorize the Executive Director to sign the contract amendment; S. Lotspeich seconded. Motion carried, with M. Gray recusing.

Discussion ensued regarding the Stormwater Master Agreement with Milone and MacBroom and its merger with SLR International Corporation. Staff is conferring with legal counsel regarding the contract.

FY21 Budget Adjustment

Waninger advised the primary reason for the adjustment is the FY20 carry forward funds from ACCD. Previously ACCD has required that these be shown in the budget for the funds to be carried forward.

J. Potter moved to adopt the CVRPC FY21 budget adjustment; S. Lotspeich seconded. Motion carried.

Draft Clean Water Service Provider Rule

Waninger said the rule proposes the structure under which the Clean Water Service Providers (CWSPs) will operate. Accompanying guidance is expected in the future. As a proposed CWSP, staff have participated in Act 76 advisory committee meetings and provided comment as the rule has been crafted. Waninger advised that CWAC and staff have recommended comments for submission. A letter is being prepared and will be provided to the Board prior to their upcoming meeting and discussion.

S. Lotspeich moved to recommend comments on the proposed Clean Water Service Provider Rule to the Board of Commissioners for approval; J. Potter seconded. Motion carried.

RPC Role in Further Diversity, Equity and Inclusion

1 Significant discussion ensued regarding where the organization is in this process, and the direction that
2 should be taken moving forward. It was suggested that utilization of a facilitator would be
3 advantageous to help process and talk about what kind of program we want to bring to the full Board of
4 Commissioners. Rather than doing this over several meetings, it was suggested that scheduling a retreat
5 focused on this topic solely would be good to provide education on the issues and help the Committee
6 to assess what needs to be done. Waninger will work on coordinating this for the Committee.

8 **Executive Director Annual Evaluation**

9 Waninger confirmed this process was used for the last few years. Normally the Chair leads the process,
10 but it can be led by anyone on committee or someone could assist the Chair. Hill-Eubanks noted that if
11 she takes lead she would prefer someone assist. Both Lotspeich and Torre offered to assist.
12 Information should be sent to the three of them and they will figure out how to break up the work.

14 **Meeting Minutes**

15 *G. D'Amico moved to approve the minutes of 01/04/21; M. Gray seconded. Motion carried.*

17 **Commission Meeting Agenda**

18 Waninger provided additional detail on the USDA grant application. Significant discussion ensued and it
19 was confirmed the Board would need to approve staff applying for this grant if it moves forward.

21 *J. Shatney moved to approve the agenda for the February 9, 2021 Board meeting as presented; M. Gray
22 seconded. Motion carried.*

24 **Executive Session**

25 Waninger stated the session was to discuss the accounting services contract and contractor
26 performance.

28 *D. Torre moved to find that premature general public knowledge of a contractor's performance would
29 clearly place CVRPC or the contractor involved at a substantial disadvantage; M. Gray seconded. Motion
30 carried.*

32 *J. Shatney moved to enter Executive Session inviting the Executive Director to participate; D. Torre
33 seconded. Motion carried.*

35 *J. Potter moved to exit Executive Session at 5:59 pm; G. D'Amico seconded. Motion carried.*

37 No action was taken as a result of the Executive Session.

39 **Adjourn**

40 *J. Potter moved to adjourn at 6:00 pm; M. Gray seconded. Motion carried.*

42 Respectfully submitted,

44 Nancy Chartrand, Office Manager



BOARD OF COMMISSIONERS

March 9, 2021 at 6:30 pm

Remote Participation via GoToMeetings¹

Join via computer, tablet or smartphone: <https://global.gotomeeting.com/join/552444045>

Dial in via phone²: (872) 240-3212; Access Code: 552-444-045

Download the app at least 5 minutes before the meeting starts:

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<u>Page</u>	<u>AGENDA</u>
	6:30³ Adjustments to the Agenda
	Public Comments
Invited	6:35 Town Forest Recreation Planning Toolkit, Kate Forrer, Vermont Urban and Community Forestry Council (enclosed) A “how to” guide for developing a town forest recreation plan for your community. https://vtcommunityforestry.org/places/town-forests/recreation-planning-initiative/recreation-planning-toolkit
	7:35 Regional Economic Project Priority List
	7:45 Meeting Minutes – February 9, 2021 (enclosed) ⁴
	7:50 Reports (enclosed) Update/questions on Staff and Committee Reports
	8:00 Adjournment

Next Meeting: April 13, 2021

COVID Reminder from the VT Department of Health:

Masks on faces, 6-foot spaces, and uncrowded places.

Avoid travel and getting together with anyone you don’t live with, to the extent possible

Always monitor yourself for symptoms.

¹ Persons with disabilities who require assistance or special arrangements to participate in programs or activities are encouraged to contact Nancy Chartrand at 802-229-0389 or chartrand@cvregion.com at least 3 business days prior to the meeting for which services are requested.

² Dial-in numbers are toll numbers. Fees may be charged dependent on your phone service.

³ Times are approximate unless otherwise advertised.



MEMO

Date: February 8, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: New Hire Benefits Approval

This memo informs the Executive Committee of authorization of alternative benefits for a new employee.

Christian Meyer's job offer included 15 days of vacation leave for years 0-8 years. The change in benefits was authorized based on Meyer's request and after consultation with the Chair.

CVRPC's Personnel Policy includes the vacation benefit as noted below.

Years of Service	Vacation Earned	Maximum Accumulation
0 to 3 years	10 days/year	20 days
3+ to 8 years	15 days/year	25 days
8+ years	20 days/year	35 days

The benefit change was deemed appropriate for CVRPC because:

- Meyer's job qualifications and reference checks indicate he is highly qualified for the position compared to other candidates.
- Meyer is electing Payment In Lieu of the health insurance benefit. This means CVRPC will be saving 50% of health insurance premium costs.

The cost/benefit ratio is:

- 50% of 3 year's health insurance premiums at 2021 rates: \$34,707 savings
- 5 days of vacation for 3 years at current salary: \$1,154 cost