



**Date &
Platform
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EXECUTIVE COMMITTEE

Tuesday, June 1, 2021 at 4:00 p.m.

Remote Participation via Zoom¹

<https://us02web.zoom.us/j/83122983753?pwd=MIQvOUtlZng4ZzExZjZqQnZvVnFJZz09>

Dial in via phone: 1-929-436-2866 | Meeting ID: 831 2298 3753 | Passcode: 298202

Download the app at least 5 minutes before the meeting starts: <https://zoom.us/download>

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.

Page AGENDA

	4:00²	Adjustments to the Agenda
		Public Comment
2	4:05	FY20 Audit Presentation, Bonnie Batchelder (enclosed) ³
30	4:25	Financial Report (enclosed) ³
43	4:40	FY22 Work Plan and Budget (enclosed) ³
63	4:50	Contract/Agreement Authorization (enclosed) ³
	4:55	Bylaw Work Group Update
119	5:00	Office Space Selection (enclosed) ³
144	5:20	Reschedule July Meeting (enclosed) ³
145	5:30	Meeting Minutes – May 3, 2021 (enclosed) ³
148	5:35	Commission Meeting Agenda (enclosed) ³
	5:45	Adjourn

Next Meeting: TBD

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.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

INDEPENDENT AUDITOR'S REPORT AND
FINANCIAL STATEMENTS

JUNE 30, 2020

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
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INDEPENDENT AUDITOR'S REPORT

To the Commissioners of
Central Vermont Regional Planning Commission
29 Main Street, Suite 4
Montpelier, VT 05602

Report on the Financial Statements

We have audited the accompanying financial statements of the Central Vermont Regional Planning Commission ("Commission"), as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Commission's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Commission as of June 30, 2020, and the respective changes in financial position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Central Vermont Regional Planning Commission

Page 2

Other Matters – Required Supplemental Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 3 through 7, be presented to supplement basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Matters – Other Information

Our audit was conducted for the purpose of forming opinions, on the financial statements that collectively comprise the Central Vermont Regional Planning Commission's basic financial statements. The accompanying financial information listed as Schedules 1 and 2 in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements.

Schedules 1 and 2 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the standards generally accepted in the United States of America. In our opinion, Schedules 1 and 2 are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by "Government Auditing Standards"

In accordance with Government Auditing Standards, we have also issued our report dated April 15, 2021 on our consideration of the Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Commission's internal control over financial reporting and compliance.

Batchelder Associates, PC

Batchelder Associates, PC
Barre, Vermont
VT License #945
April 15, 2021

Introduction

This section explains the general financial condition and results of operations of the Central Vermont Regional Planning Commission (Commission) for the fiscal year ended June 30, 2020. Please read this in conjunction with the Commission's financial statements, which begin on page 8.

Central Vermont Regional Planning Commission

The mission of the Central Vermont Regional Planning Commission is to assist member municipalities in providing effective local government and to work cooperatively with them to address regional issues

The legal basis and powers for the Commission serving as the region's regional planning commission stem from and are as stipulated in 24 V.S.A. Chapter 117 § 4301 et seq., as amended, 24 V.S.A. § 4345 et seq. and such other laws as may be enacted by the General Assembly of the State of Vermont. The Commission was chartered by the municipalities of Washington County in 1967 and is funded in part through the State of Vermont property transfer tax as outlined in 24 V.S.A. § 4306 (a). Along with other regional planning commissions in Vermont, Central Vermont Regional Planning Commission is a non-taxing political subdivision of the State of Vermont established under state statute ([24 V.S.A. §4341](#)). To the extent a conflict exists with a provision in Vermont statutes governing regional planning commissions, the Vermont statutes will control.

Financial Highlights

Key financial highlights for 2020 are as follows:

- The Commission's total net position increased by \$165,094 in 2020 compared to an increase of \$93,099 in 2019.

Using These Financial Statements

The Statement of Net Position and Statement of Revenues, Expenses and Changes in Net Position (on pages 8 and 9) provide information about the Commission's activities as a whole. These statements include all assets, deferred outflows of resources, and liabilities of the Commission using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenue and expenses are taken into account regardless of when cash is received or paid.

Net position is the difference between assets, deferred outflows of resources and liabilities, and is one way to measure the financial health, or financial position, of the Commission. Over time, increases or decreases in the Commission's net position is one indicator of whether its financial health is improving or deteriorating. Other factors to consider are changes in the mix of grant and operating revenue.

Budget

The Commission builds its annual budget on diverse sources of funding. Transportation funding is primarily federal (80%), from Federal Highways Administration funds, so it is dependent on the Federal Transportation Bill for appropriations of planning funds. The Commission receives 10% of matching fund for the majority of the federal transportation funds from the state, making it dependent on the actions of the Vermont legislature. The Commission receives dues from its member municipalities that in year ended June 30, 2020 totaled \$78,041 as unrestricted revenue used to locally match projects and support basic operations. Locally specific projects are matched by the community (typically 20% matches); local match is generated by the local property tax.

The State of Vermont provides regional planning funding through an annual performance-based contract through the Agency of Commerce and Community Development (ACCD). These funds were \$266,283 for year ended June 30, 2020. With these funds, the Commission carries out statutory duties as specified in an annual work program approved by the Commission and ACCD. These funds are used as a match for local and regional projects.

Budget (continued)

The Commission also funds its operations through special purpose grants and service contracts for technical assistance. These funds tend to vary from year to year, but include funding through the Agency of Natural Resources, Emergency Management Performance Grants funded by the federal U.S. Department of Homeland Security through Vermont Emergency Management and other granting agencies.

Operating Results

The Commission finished the year ended June 30, 2020 with a surplus change in net position of \$165,094. These results are shown on the statement of Revenues, Expenses and Changes in Net Position on page 9.

Each year the indirect rate is estimated and negotiated based on the most recent audited expenses. This indirect rate is used to charge contracts two fiscal years following the current year's negotiated rate. For example, the fiscal year 2020 indirect rate will be used in charging grants and contracts during fiscal year 2022. There will always be some variance between the estimated and actual expenses, of which influences the indirect rate in future years.

Condensed Financial Information – Net Position

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the Commission, assets exceed liabilities by \$454,409 at the close of the most recent fiscal year.

Investment in capital assets represents 2.4% of the Commission's net position, less any related debt used to acquire those assets that is still outstanding. The Commission uses these capital assets to provide services; consequently, these assets are not available for future spending.

The remaining balance of unrestricted net assets of \$443,889 may be used to meet the Commission's ongoing obligations to citizens and creditors. At the end of the current fiscal year, the Commission is able to report a positive net position balance for the entity as a whole.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION'S NET POSITION

	2020	2019
Current assets		
Cash and cash equivalents	\$ 266,930	\$ 414,093
Accounts receivable	294,685	204,723
Prepaid expenses	14,378	3,392
Total current assets	<u>575,993</u>	<u>622,208</u>
Noncurrent assets		
Deposits	4,415	4,415
Property, plant and equipment	10,520	15,836
Total noncurrent assets	<u>14,935</u>	<u>20,251</u>
Total assets	<u>590,928</u>	<u>642,459</u>
Current liabilities		
Accounts payables	27,684	116,934
Accrued payroll and benefits	33,669	19,254
Unearned grant revenue	16,355	186,293
Accrued compensated balances	49,233	30,663
Pension liability	9,578	-
Total current liabilities	<u>136,519</u>	<u>353,144</u>
Net Position		
Invested in capital assets, net of debt	10,520	15,836
Unrestricted	443,889	273,479
Total net position	<u>\$ 454,409</u>	<u>\$ 289,315</u>

Condensed Financial Information - Revenues, Expenses and Changes in Net Position for the years ended June 30, 2020 and 2019 are as follows:

	2020	2019
Operating revenue	\$ 1,455,550	\$ 1,202,045
Operating expenses	1,290,960	1,109,424
Operating income	164,590	92,621
Nonoperating revenue/(Expenses)		
Investment income	504	478
Nonoperating income/(Loss)	504	478
Change in Net Position	165,094	93,099
Net Position - July 1, 2019	289,315	196,216
Net Position - June 30, 2020	\$ 454,409	\$ 289,315

Budgeting Highlights

The Commission's budget is prepared according to the requirements of the Commission's bylaws and policies. The operating budget included proposed expenditures and estimated revenues. Final revenues and other financing sources, in the amount of \$1,455,550 were less than originally budgeted revenues by the amount of \$44,285.

Operating expenditures were budgeted at \$1,390,740 while actual operating expenditures were only \$1,290,960, a decrease of \$99,780. Overall operating budget showed a favorable increase of \$109,095 while the actual results were favorable by \$164,590.

Current Issues

1. Central Vermont Regional Planning Commission works with local officials to keep the annual per capita dues at a fair, but equitable level. The dues received in fiscal year 2020 totaled \$78,041.
2. Regional commissions are also affected by grant funding that is either non-existent in some years or very minimal in others. Some grant sources will not pay their fair share of administrative costs and as a result, the Commission has to use its local dues, State appropriations and/or its fund balance to meet this need. It should be recognized that there is limited money available to be used as "local" match for grants.
3. Increasingly, state, and federal grants have moved to performance-based contracting. For these types of agreements, payments are made when deliverables are produced, not in regular installments based on reimbursement of actual costs. These types of grants mean the Commission has to advance larger amounts of funds for longer periods of time, typically 3-6 months. This has resulted in a greater need to build and maintain an adequate reserve fund to facilitate cash flow, especially when consultant expenses are involved.

Contacting the Commission's Financial Management

This financial report is designed to provide our citizens and creditors with a general overview of the Commission's finances, and to reflect the Commission's accountability for the monies it receives. Questions about this report or requests for additional financial information should be directed to Bonnie Waninger, Executive Director, Central Vermont Regional Planning Commission, 29 Main Street, Suite 4, Montpelier, Vermont 05602.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF NET POSITION
JUNE 30, 2020

EXHIBIT A

ASSETS

Current Assets:

Cash and cash equivalents	\$ 266,930
Receivables	294,685
Prepaid expenses	14,378
Total Current Assets	<u>575,993</u>

Noncurrent Assets:

Deposits	4,415
Property, plant and equipment (net of accumulated depreciation)	10,520
Total Noncurrent Assets	<u>14,935</u>

Total Assets	<u>590,928</u>
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LIABILITIES

Current Liabilities:

Accounts payable	27,684
Accrued payroll and benefits	33,669
Unearned grant revenue	16,355
Accrued compensated balances	49,233
Pension liability	9,578
Total Current Liabilities	<u>136,519</u>

Total Liabilities	<u>136,519</u>
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NET POSITION

Net investment in property and equipment	10,520
Unrestricted	443,889
Total Net Position	<u>\$ 454,409</u>

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2020

EXHIBIT B

OPERATING REVENUE	
Federal, state and other grants	\$ 1,369,463
Fees for services	7,704
Local communities - annual assessments	78,041
Other income	342
Total Operating Revenue	<u>1,455,550</u>
OPERATING EXPENSES	
Salaries and wages	440,052
Payroll taxes and benefits	141,229
Consultants and contract services	521,582
Rent and occupancy	42,383
Other operating expenses	140,398
Depreciation	5,316
Total Operating Expenses	<u>1,290,960</u>
OPERATING REVENUE (EXPENSES)	<u>164,590</u>
NONOPERATING REVENUE (EXPENSES)	
Investment income	<u>504</u>
Total Nonoperating Revenue (Expenses)	<u>504</u>
CHANGE IN NET POSITION	165,094
NET POSITION - JULY 1, 2019	<u>289,315</u>
NET POSITION - JUNE 30, 2020	<u>\$ 454,409</u>

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2020

EXHIBIT C

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from operating activity	
Receipts from grants contracts and services	\$ 1,117,152
Receipts from local communities	78,040
Receipts from local match contributions and others	400
Cash paid for personnel	(538,718)
Cash paid for goods and services	(804,541)
Net Cash provided by Operating Activities	<u>(147,667)</u>

CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

-

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

-

CASH FLOWS FROM INVESTING ACTIVITIES

Interest received	504
Net Cash Provided From Investing Activities	<u>504</u>

INCREASE IN CASH AND CASH EQUIVALENTS

(147,163)

CASH AND CASH EQUIVALENTS, JULY 1, 2019

414,093

CASH AND CASH EQUIVALENTS, JUNE 30, 2020

\$ 266,930

RECONCILIATION OF OPERATING INCOME TO NET CASH
USED BY OPERATING ACTIVITIES

Operating Income	\$ 165,094
Depreciation	5,316
(Increase) decrease in accounts receivable	(89,962)
(Increase) decrease in prepaid expenses	(10,986)
Increase (decrease) in accounts payable	(89,250)
Increase (decrease) in compensated balances	18,066
Increase (decrease) in accrued payroll	14,415
Increase (decrease) in pension liability	9,578
Increase (decrease) in deferred income	<u>(169,938)</u>
Net cash provided by operating activities	<u>\$ (147,667)</u>

NOTE 1. Description of the Commission and Reporting Entity

The Central Vermont Regional Planning Commission ("Commission") operates under the Vermont Municipal and Regional Planning and Development Act (V.S.A. 24, Chapter 117) and the adopted bylaws. Although active participation is voluntary, twenty-three (23) member municipalities participate in and recognize the value of regional planning. The Commission is one of 11 regional planning commissions in Vermont.

The Commission is governed by members appointed by the region's municipalities. They implement a variety of projects and programs tailored to local and regional needs, and also complete projects of statewide importance and interest.

The Commission is a non-profit organization exempt from income taxes under the Internal Revenue Code as a political subdivision of the State of Vermont.

NOTE 2. Summary of Significant Accounting Policies**The Financial Reporting Entity**

This report includes all the funds of the Commission. The reporting entity consists of the primary government; organizations for which the primary government is financially accountable; and other organizations for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. The primary government is financially accountable if it appoints a voting majority of the organization's governing body and is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or burdens on the primary government. The primary government may be financially accountable if an organization is fiscally dependent on the primary government. There are no other entities that should be combined with the Financial Statements of the Commission.

Basis of Presentation

The Commission reports itself as a business-type activity as defined in GASB 34.

Operating revenues include grant revenue, project and community match revenues, and consulting revenues and result from transactions associated with the principal activities of the organization. Non-operating revenues, such as investment earnings and fiscal agent receipts and expenses result from non-exchange transactions or ancillary activities.

Measurement Focus

The accounting and financial reporting treatment applied is determined by the measurement focus. The financial statements are reported using the economic resources measurement focus. This means that all assets, liabilities and deferred inflows and outflows (whether current or noncurrent) are included on the statement of net position. Fund equity (i.e., net total position) is segregated into restricted and unrestricted net position. Operating statements present increases (i.e., revenues) and decreases (i.e., expenses) in total net position.

Basis of Accounting

Business type activities are accounted for on the economic resources measurement focus using the accrual basis of accounting. Revenues are recorded when they are earned, including unbilled services which are accrued. Expenses are recorded at the time liabilities are incurred.

NOTE 2. Summary of Significant Accounting Policies (continued)**Basis of Accounting (continued)**

Under the terms of grant agreements, the Commission funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net positions available to finance the program. It is the Commission's policy to first apply cost-reimbursement grant resources to such programs followed by general revenues. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and other grant requirements have been met.

Changes in Accounting Principles

Effective July 1, 2019, Central Vermont Regional Planning Commission adopted Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (Topic 606), as amended, as management believes the standard improves the usefulness and understandability of the Organization's financial reporting. Analysis of various provisions of this standard resulted in no significant changes in the way the Organization recognizes revenue and, therefore, no changes to the previously issued audited financial statements were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the standard.

Effective July 1, 2019, CVRPC also adopted ASU 2016-18, *Statement of Cash Flows* (Topic 230), as amended. This ASU requires that a statement of cash flows explain the changes during the period in the total cash, cash equivalents and amounts generally described as restricted cash. The Organization has applied the provisions of ASU 2016-18 retrospectively to all periods presented with no effect on net assets.

Effective July 1, 2019, CVRPC adopted the provisions of ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. There was no material impact to the financial statements as a result of adoption, and no effect on net assets or previously issued financial statements.

Effective July 1, 2019, CVRPC also adopted ASU 2016-01, *Financial Instruments - Overall* (Subtopic 825-10): *Recognition and Measurement of Financial Assets and Financial Liabilities* and ASU 2018-13, *Fair Value Measurement* (Topic 820) *Disclosure Framework - Changes to the Disclosure Requirements for Fair Value Measurement*. These ASUs modify or remove certain disclosure requirements that were previously required. There was no material impact to the financial statements as a result of adoption, and no effect on net assets or previously issued financial statements.

Donated Services

Central Vermont Regional Planning Commission receives non-cash contributions in the form of member communities and other organizations performing various planning tasks to assist the Commission. These in-kind contributions are used as match for grants at an estimated hourly rate or the actual billing rate, if available. These contributions are not reflected in the financial statements of the Commission.

Use of Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2. Summary of Significant Accounting Policies (continued)**Cash and Cash Equivalents**

For the purpose of the statement of net position, cash and cash equivalents includes all cash on hand, demand, deposits, savings accounts, and certificates of deposits of the Commission, with an initial maturity of three months or less.

Capital Assets

Capital assets are reported at actual cost. Major outlays for capital assets and improvements are capitalized as purchased. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets' lives are not capitalized. Central Vermont Regional Planning Commission does not own major general infrastructure assets.

Capital assets are depreciated in order that the cost of these assets will be charged to expenses over their estimated services lives of three to ten years, using the straight-line method of calculating depreciation.

Central Vermont Regional Planning Commission capitalizes any item with an original cost of \$5,000 or more and with a useful life of greater than one year.

Compensated Absences

The Commission's policy for compensated absences allows employees to accumulate earned but unused vacation leave. The liability for these compensated absences that is estimated not to exceed the amount to be paid from expendable available resources is recorded as a liability in the financial statements.

Budget and Budgetary Accounting

In accordance with the Commission's bylaws, the Executive Committee annually establishes an assessment rate for each member municipality and adopts a general fund budget for the forthcoming year. The budget is prepared in accordance with generally accepted accounting principles for governmental activities.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, "deferred outflows of resources", represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditures) until then. The Commission has no items that qualify for reporting in this category. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, "deferred inflows of resources," represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Accrued Liabilities and Long-term Obligations

All payables, accrued liabilities, and long-term obligations are reported on the financial statements. In general, payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the funds. However, compensated absences that are paid from funds are reported as liabilities on the fund financial statements only to the extent that they are due for payment during the current year.

Net Position

Net position represents the difference between assets and liabilities. Net position invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 2. Summary of Significant Accounting Policies (continued)**Net Position (continued)**

Net position is reported as restricted when there are limitations imposed on their use through the policies adopted by the Commission or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The Commission's policy is to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available.

Indirect Cost Rate

The indirect rate calculated, revised, and approved for this fiscal year of 115% was reviewed and tested as part of the current audit. The rate was found to be reasonably stated, based on the June 30, 2018, fiscal year audit and in compliance with the financial agreement with the state and federal rule 2 CFR PART 225 (OMB CIRCULAR A-87). This rate was adjusted from the original indirect rate of 120.77% to avoid over recovery of indirect cost since it was projected that the administration costs would decrease for FY20. VTrans also has approved the fiscal year June 2021 rate at 115.13%.

NOTE 3. Cash**Cash**

Deposits and investments are categorized to give an indication of the level of risk assumed by the Commission at June 30, 2019. The categories are described as follows:

- Category 1: Insured or collateralized with securities held by the entity or by its agent in the entity's name.
- Category 2: Collateralized with securities held by the pledging financial institution's trust department or agent but not in the depositor's name.
- Category 3: Uncollateralized.

As of June 30, 2020, all the Commission's deposits are Category 1.

Cash and Investments are as follows:

Deposits with Financial Institutions	\$ 266,930
Total Cash	<u>\$ 266,930</u>

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the Commission's deposits may not be returned to it. The Commission does have a deposit policy for custodial credit risk. As of June 30, 2020, none of the government bank balances were exposed to custodial credit risk.

	Book Balance	Bank Balance
FDIC Insured	<u>\$ 266,930</u>	<u>\$ 271,586</u>
Total	<u><u>\$ 266,930</u></u>	<u><u>\$ 271,586</u></u>

The difference between the book and bank balances are reconciling items, primarily outstanding checks.

NOTE 4. Advertising

The Commission expenses advertising costs as they are incurred. Advertising costs for the year ended June 30, 2020 were \$1,238.

NOTE 5. Receivables

Receivables consist of amounts due from grants, contracts, and other items. The Commission uses the allowance method for uncollectible receivables. Management has reviewed the accounts and determined that an allowance for doubtful accounts of \$0 is appropriate at June 30, 2020. Receivables from grants and contracts are below, which are a portion of total receivables.

	<u>2020</u>
Grants and Contracts	<u>\$ 294,685</u>
Total	<u><u>\$ 294,685</u></u>

NOTE 6. Capital Assets

Capital asset activity for the fiscal year ended June 30, 2020 was as follows:

	<u>Net Book Value</u> <u>June 30, 2019</u>	<u>Additions</u>	<u>Deductions</u>	<u>Net Book Value</u> <u>June 30, 2020</u>
Computers and equipment				
Net of depreciation	<u>\$ 15,836</u>	<u>\$ -</u>	<u>\$ (5,316)</u>	<u>\$ 10,520</u>
Capital Assets - Net	<u><u>\$ 15,836</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (5,316)</u></u>	<u><u>\$ 10,520</u></u>

NOTE 7. Unearned Grant Revenue

For the year ended June 30, 2020 the Commission had received from grantors funds that had not yet been spent for their intended purpose, a total of \$16,355, which is shown in the Statement of Net Position as unearned grant revenue.

NOTE 8. Pension Plans

The Commission established a Simplified Employee Pension under which up to 5% of salary or wages is contributed quarterly to individual retirement accounts for each employee. The Plan was established on July 13, 1993 and covers all full-time employees with one (1) year of employment with the Commission. The plan was funded at 5% for the fiscal year ended June 30, 2020 and contributions totaled \$16,778. The Commission's total payroll for fiscal year ended June 30, 2020 was \$422,866 of which \$335,560 was covered by the pension plan.

NOTE 9. Operating Lease

The Commission entered a five-year lease for office space starting October 1, 2000 which has been extended in five-year increments until September 30, 2020. The Commission expended \$42,384 under this lease during the fiscal year ended June 30, 2020. The lease was negotiated and renewed for an additional year from October 2020 through September 2021, with future minimum lease payments of \$42,384.

The Commission entered into a five-year copier lease starting July 27, 2017. Monthly payments are \$190, with minimum annual lease payments of \$2,280 for 2019 to 2022.

NOTE 10. Federal State and Other Grants

The Commission receives a major portion of its fund from Federal and State grants. Following is a schedule of those funds:

Direct Federal Grants	\$	-
Federal Grants Passed Through State and State Grants		
ACCD		267,188
Community Development		53,963
Natural Resources		651,191
Public Safety		103,686
Agency of Transportation		240,381
		<u>1,316,409</u>
Other:		
Municipal Contracts		53,054
	\$	<u>1,369,463</u>

NOTE 11. Risk Management and Insurance

The Commission participates in state and federally assisted grant programs which are subject to program compliance audits by the grantors or their representatives. The audits of these programs for or including the year ended June 30, 2020, have not yet been completed. Accordingly, the Commission's compliance with applicable grant requirements will be established at some future date. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the Commission expects such amounts, if any to be immaterial.

The Commission covers its significant risks of loss, which are identified with the assistance of insurance agents, by commercial insurance. Management believes such coverage is sufficient to preclude any significant uninsured losses to the Commission. There have been no significant reductions in insurance coverage or settlement amounts exceeding insurance coverage for the current or three (3) prior years.

NOTE 12. Line of Credit

The Commission established a line of credit dated October 26, 2018, in the amount of \$100,000, with a flexible interest rate of prime plus 2%. The purpose of the line is to fund working capital and fund grants receivable. The line was extended for an additional three years and the new maturity date is November 1, 2023. The line is collateralized by all assets of the Commission.

NOTE 13. Significant Uncertainties

On March 11, 2020, the World Health Organization declared the Coronavirus disease (COVID-19) a global pandemic. As a result of the spread of COVID-19, economic uncertainties have arisen which may negatively impact the Commission's operations. At present it is not possible, with any degree of certainty, to estimate the impact of COVID-19 on the revenues, expenditures, budget, or overall financial position of the Commission. No assurance can be given regarding future events or impacts because these actions and events are

NOTE 13. Significant Uncertainties (continued)

unpredictable or unknowable at this time and are outside the control of the Commission.

NOTE 14. Subsequent Events

Subsequent events are events or transactions that occur after the financial statement date, but before the financial statements are issued.

Management has evaluated subsequent events through April 15, 2021, the date the June 30, 2020 financial statements were available for issuance. There are no subsequent events to report.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF OPERATIONS
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2020

	Budget	Actual	Favorable (Unfavorable) Variance
OPERATING REVENUES			
State of Vermont - Agency of Commerce and Community Development (ACCD)	\$ 269,638	\$ 267,188	\$ (2,450)
Federal, state and other grants	1,145,281	1,102,275	(43,006)
Local communities - annual assessments	78,041	78,041	-
Other income	6,875	8,046	1,171
Total operating revenues	<u>1,499,835</u>	<u>1,455,550</u>	<u>(44,285)</u>
OPERATING EXPENSES			
Salaries and wages	456,408	440,052	16,356
Payroll taxes and benefits	145,006	141,229	3,777
Consultants	553,769	521,582	32,187
Professional services	76,313	59,174	17,139
Advertising	1,642	1,238	404
Insurance	4,186	1,946	2,240
Copy and printing	4,984	4,394	590
Depreciation	3,000	5,316	(2,316)
Rent and utilities	42,383	42,383	-
Office expenses	14,073	8,932	5,141
Equipment, repairs and software	21,653	14,301	7,352
Dues and subscriptions	11,686	10,398	1,288
Telephone	6,826	7,170	(344)
Travel	16,177	8,757	7,420
Meetings and programs	15,444	11,276	4,168
Audit and legal services	12,500	9,992	2,508
Postage	2,870	1,521	1,349
Other	1,820	1,299	521
Total operating expense	<u>1,390,740</u>	<u>1,290,960</u>	<u>99,780</u>
OPERATING INCOME	<u>\$ 109,095</u>	<u>\$ 164,590</u>	<u>\$ 55,495</u>

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
SCHEDULE OF DIRECT AND INDIRECT COSTS
FOR THE YEAR ENDED JUNE 30, 2020

	Total Expenses	Direct Expenses	Unallowable Indirect Expense	Total Allowable Indirect Expense
Salaries and wages	\$ 440,052	\$ 263,156	\$ 2,081	\$ 174,815
Payroll taxes and benefits	141,229	81,408	629	59,192
Consultants	521,582	521,582	-	-
Professional services	59,174	4,608	-	54,566
Advertising	1,238	779	-	459
Insurance	1,946	-	-	1,946
Copy and printing	4,394	-	-	4,394
Depreciation	5,316	-	-	5,316
Rent and utilities	42,383	-	-	42,383
Office expenses	8,932	3,562	104	5,266
Equipment, repairs and software	14,301	-	-	14,301
Dues and subscriptions	10,398	300	6,205	3,893
Telephone	7,170	-	-	7,170
Travel	8,757	7,568	12	1,177
Meetings and programs	11,276	9,151	282	1,843
Audit and legal services	9,992	-	-	9,992
Postage	1,521	-	-	1,521
Other	1,299	-	238	1,061
Total operating expense	<u>\$ 1,290,960</u>	<u>\$ 892,114</u>	<u>\$ 9,551</u>	<u>\$ 389,295</u>

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Commissioners of
Central Vermont Regional Planning Commission
29 Main Street, Suite 4
Montpelier, VT 05602

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Central Vermont Regional Planning Commission ("Commission"), as of and for the year ended June 30, 2020, which collectively comprise the Commission's basic financial statements and have issued our report thereon dated April 15, 2021. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Commission's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. There were no material weaknesses or deficiencies found.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards for year ending June 30, 2020.

Central Vermont Regional Planning Commission
Page 2

This report is intended solely for the information and use of management, Commissioners, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Batchelder Associates, PC

Batchelder Associates, PC
Barre, Vermont
April 15, 2021
Vermont License # 945

April 15, 2021

Ms. Bonnie Waninger
Executive Director.
Central Vermont Regional Planning Commission
29 Main St, Suite 4
Montpelier, VT 05602

Dear Bonnie:

We have audited the financial statements of the business-type activities of Central Vermont Regional Planning Commission for the year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 15, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Central Vermont Regional Planning are described in Note 2 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the fiscal year ended June 30, 2020, however, presentation of the financial statements has changed to conform to the business-type activities of the Commission. We noted no transactions entered into by Central Vermont Regional Planning Commission during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period. Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by Central Vermont Regional Planning Commission management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Central Vermont Regional Planning Commission
Page 2

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 15, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Central Vermont Regional Planning Commission's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Central Vermont Regional Planning Commission's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Recommendations

- During audit fieldwork, we discuss items such as aging of receivables, especially those past thirty to sixty days. In speaking with staff, it was noted that the delay of certain invoicing was in part due to the nature of certain contracts and agencies and in other cases, staff driven. Resources are strong currently, however are subject to fluctuations. A continued effort of preparing and releasing invoices timely to agencies for reimbursement is imperative and a strong internal control.
- Most of the contract/grant invoicing is driven by staff time. The process for tracking, approving and entering staff time is laborious, yet necessary. There are tools available to ease entry by staff and automate the complete cycle from staff, through the approval process, to the accounting system and payroll generation which could be considered. This would eliminate time restraints in entering payroll for invoicing, approval time and staff time, generating efficiencies in the overall organization's financial cycle. Continued investigation of online time portals that work with the QuickBooks software is strongly recommended.
- During audit testing we found that employee 457 contributions were paid three months after being withheld from employees' paychecks. We also noted that this did correct itself during August of 2020. We suggest that a strong vigilance in paying in employee withholdings be adhered to considering they are trust funds held on the employees' behalf.

Central Vermont Regional Planning Commission
Page 3

- During testing, we reviewed and documented several cases of delinquent invoicing. Not only was this flagged as a finding by the agencies, but we flagged it in our testing as well. Invoicing must be completed timely, to not only meet grant requirements, but also to adhere to strong internal controls of the organization.
- The delayed timing of the audit was unacceptable. Based on the organization and its size, the completion of the records to prepare for audit were not submitted until February 19, 2021. They were mostly complete at that time; however, items were still missing until later in the month and into March. We strongly suggest that the accounting staff responsible for invoicing and reconciling the records have the professional capacity and the adherence to deadline driven tasks.

Restriction on Use

This information is intended solely for the use of the Board of Commissioners and management of Central Vermont Regional Planning Commission and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Batchelder Associates, PC

Batchelder Associates, PC
Barre, Vermont
Vermont License # 945



MEMO

Date: May 27, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Responses to FY20 Audit Recommendations

☒ **ACTION REQUESTED:** No action is required.

Recommendation: During audit fieldwork, we discuss items such as aging of receivables, especially those past thirty to sixty days. In speaking with staff, it was noted that the delay of certain invoicing was in part due to the nature of certain contracts and agencies and in other cases, staff driven. Resources are strong currently, however are subject to fluctuations. A continued effort of preparing and releasing invoices timely to agencies for reimbursement is imperative and a strong internal control.

Response: *Invoicing accruals monthly allows management to review performance against contracts and track cash flow along with receivable aging. Management is adapting the financial system so that due dates for milestone-based invoices reflect when milestones are scheduled to be achieved rather than when the monthly invoice is written for accruals purposes.*

Recommendation: Most of the contract/grant invoicing is driven by staff time. The process for tracking, approving and entering staff time is laborious, yet necessary. There are tools available to ease entry by staff and automate the complete cycle from staff, through the approval process, to the accounting system and payroll generation which could be considered. This would eliminate time restraints in entering payroll for invoicing, approval time and staff time, generating efficiencies in the overall organization's financial cycle. Continued investigation of online time portals that work with the QuickBooks software is strongly recommended.

Response: *Management currently is reviewing a few different web applications that will bring efficiencies to the timekeeping and invoicing process. Management plans to implement a solution on July 1, 2021.*

Recommendation: During audit testing we found that employee 457 contributions were paid three months after being withheld from employees' paychecks. We also noted that this did correct itself during August of 2020. We suggest that a strong vigilance in paying in employee withholdings be adhered to considering they are trust funds held on the employees' behalf.

Response: *Management acknowledges the delayed payments in FY20 due to transition of accounting services and reporting permissions. Management confirms there have been no delays in remitting employee 457 contributions since August 2020.*

Recommendation: During testing, we reviewed and documented several cases of delinquent invoicing. Not only was this flagged as a finding by the agencies, but we flagged it in our testing as well. Invoicing must be completed timely, to not only meet grant requirements, but also to adhere to strong internal controls of the organization.

Response: *Management acknowledges timely release of invoices is critical and has instituted new systems to track invoicing progress. Contracted accounting services were transitioned in FY20 to assist with bringing invoicing to current as well. All invoices will be current by FY21 year end.*

Recommendation: The delayed timing of the audit was unacceptable. Based on the organization and its size, the completion of the records to prepare for audit were not submitted until February 19, 2021. They were mostly complete at that time, however, items were still missing until later in the month and into March. We strongly suggest that the accounting staff responsible for invoicing and reconciling the records have the professional capacity and the adherence to deadline driven tasks.

Response: *Management acknowledges the delay in preparing files for audit. Due the onboarding of the new accounting firm, there had been delays in closing out the books for FY20. The financial books are now closed monthly, and we anticipate a timely FY21 audit.*



MEMO

Date: May 27, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Financial Report as of 04/30/21

✉ **ACTION REQUESTED:** Accept April 30, 2021, unaudited financial reports.

FY20 Summary: The first draft of the audited financial arrived statements from the auditors, and we sent our feedback. The final version arrived this week. There were no findings. The auditor will present it at the June 1 meeting. CVRPC's Net Income for FY20 is \$164,590.

FY21 Summary: As of 05/24/21, CVRPC's Net Income for the ten months ended April 30, 2021, is \$96,180. The fiscal year to date Net Income is in line with expectations. In FY20, CVRPC had a YTD surplus of \$197,637 through 04/30/20, having earned a significant net income on one project and over recovered indirect costs. The indirect rate was adjusted downward in FY21 to avoid over recovery.

Balance Sheet

- **Assets** – Billing is substantially complete through 04/30. Some invoices are in the review and finalization process. Aging receivables are at \$255,277, which is typical for CVRPC in recent months. Operating cash is \$168,289. CVRPC works to maintain at least \$100,000 in operating funds for cash flow purposes.
- **Current Liabilities** –
 - CVRPC maintained an average payable balance.
 - Accrued vacation and compensatory time balances are \$23,992 and \$25,978, respectively. These liabilities are expected to grow through June 30th then gradually reduce to “normal.” Normal is ~\$30-35,000 combined value. With COVID precautions lifting, staff is scheduling time off.
 - ACCD Deferred Income for FY21 stands at \$21,065. Other Deferred Income consists of LEPC # 5 Old funds of \$1,791. We are monitoring the ACCD balance as CVRPC is at risk for overspending. Staff has been requested to work on required tasks only.

- *Equity* – Equity is assets minus liabilities – the company's value. CVRPC's Total Equity as of 04/30/21 is \$550,589. It was \$486,952 and \$280,099 on the same date in 2020 and 2019, respectively. The increase in Total Equity represents CVRPC's successful efforts to implement its five-year plan to improve its financial position.
- *Net Income* of \$96,180 reflects retainage of Town Dues earned in July 2020 and over recovery of indirect. Net Income will continue to decline through June 30th. CVRPC lowered its indirect rate so year end anticipated administrative costs match the year end cost recovery amount.

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

In reviewing Income and expenses through 04/30/21, the benchmark used is a percentage of the budget expected to be earned/spent if all income/expenses were earned/spent equally over 12 months. The benchmark for 04/30 is 83.33%.

- *Income* – Total revenue stands at 77.81% earned, near the benchmark of 83.33%. Variances for Income reflect planned project paces. Exceptions are MARC Woodbury Church Street, EMPG, and TPI. Work has resumed for the Woodbury project; the alternate site for the Woodbury stormwater Church Street project also is challenged by bedrock, which may halt work for this site. EMPG work slowed due to the LGER project; it will accelerate during this quarter. TPI has accelerated with the transportation planner position filled.
- *Expenses* – Total expenses stand at 70.99%, below the benchmark of 83.33%. Wages, CVRPC's most significant expense, is under the budget at 73.14%. This reflects hours reductions by staff related to COVID-related child care needs and the employment date for the transportation planner. It will remain under budget with the vacant land use planner position. Consultants, the second-largest expense, is under budget at 53.92%, reflecting project progress. Equipment/furniture supply (5331) purchases occur in April-June annually. Other significant variances are the effects of remote work.

Financial Statement Acronyms & Abbreviations Guide

604b	Planning funds originating in Section 604b of the federal Clean Water Act
ACCD	Vermont Agency of Commerce and Community Development
BCRC	Bennington County Regional Commission
CCRPC	Chittenden County Regional Planning Commission
CEDS	Comprehensive Economic Development Strategy
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
FICA	Federal Insurance Contributions Act (federal payroll tax)
GIS	Geographic Information Systems (computer mapping/analysis 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
MARC	Mount Ascutney Regional Commission (formerly Southern Windsor Co. RPC)
MPG	Municipal Planning Grant
MOA	Memorandum of Agreement (disaster response and recovery assistance)
NEIWPC	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)

5:33 PM
05/23/21
Accrual Basis

Central Vermont Regional Planning Commission

Balance Sheet

As of April 30, 2021

	<u>Apr 30, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1001 · Community National Bank	168,289.45
1009 · Northfield Savings - Reserve	186,901.70
Total Checking/Savings	<u>355,191.15</u>
Accounts Receivable	
1200 · Accounts Receivable	255,276.60
Total Accounts Receivable	<u>255,276.60</u>
Total Current Assets	<u>610,467.75</u>
Fixed Assets	
1501 · Equipment	47,029.75
1502 · Equipment - Accum. Depreciation	-33,979.83
Total Fixed Assets	<u>13,049.92</u>
Other Assets	
1301 · Prepaid Expenses	16,618.27
1320 · Deposits	4,415.00
Total Other Assets	<u>21,033.27</u>
TOTAL ASSETS	<u><u>644,550.94</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	16,207.10
Total Accounts Payable	<u>16,207.10</u>
Credit Cards	
2010 · Peoples United Bank Visa	1,285.68
Total Credit Cards	<u>1,285.68</u>
Other Current Liabilities	
2102 · Accrued Vacation	23,992.38
2103 · Accrued Compensatory Time	25,978.27
2200 · Deferred Income	
2201 · ACCD	21,065.42
2203 · LEPC #5 Old Funds	1,791.04
Total 2200 · Deferred Income	<u>22,856.46</u>
2304 · Dependent Care Deductions	2,152.22
2306 · Pension Liability- Edward Jones	1,489.69
Total Other Current Liabilities	<u>76,469.02</u>
Total Current Liabilities	<u>93,961.80</u>
Total Liabilities	<u>93,961.80</u>

5:33 PM
05/23/21
Accrual Basis

Central Vermont Regional Planning Commission

Balance Sheet

As of April 30, 2021

	<u>Apr 30, 21</u>
Equity	
3100 · Unrestricted Net Position	
3150 · Designated for High Meadows	200.64
3100 · Unrestricted Net Position - Other	<u>278,594.85</u>
Total 3100 · Unrestricted Net Position	278,795.49
3300 · Invested in Fixed Assets	10,519.92
3900 · Retained Earnings	165,093.99
Net Income	<u>96,179.74</u>
Total Equity	<u>550,589.14</u>
TOTAL LIABILITIES & EQUITY	<u><u>644,550.94</u></u>

5:40 PM
05/23/21

Central Vermont Regional Planning Commission
A/R Aging Summary
 As of April 30, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES
ACCD							
ACCD 21	0.00	63,918.38	0.00	0.00	0.00	63,918.38	Quarterly invoice. April invoice sent 04/01/21; will be paid when audit submitted
Total ACCD	0.00	63,918.38	0.00	0.00	0.00	63,918.38	
Berlin							
Berlin Better Roads FY 20	0.00	0.00	0.00	0.00	7,079.00	7,079.00	Project complete. Spoke with new Town Administrator 4/19 regarding Town invoice to VTrans.
Total Berlin	0.00	0.00	0.00	0.00	7,079.00	7,079.00	
CCRPC							
CEDS							
Engagement	832.60	0.00	1,028.85	0.00	0.00	1,861.45	
Planning	311.76	0.00	426.66	0.00	0.00	738.42	Quarterly invoice. January - March sent 04/23/21; \$13,403.13 paid 05/18/21.
Profile/Strategy	8,076.50	0.00	6,433.27	0.00	0.00	14,509.77	
Total CEDS	9,220.86	0.00	7,888.78	0.00	0.00	17,109.64	
Clean Water							
Act 76	453.06	0.00	2,875.95	0.00	0.00	3,329.01	
Oversight/Report	464.59	0.00	590.14	0.00	0.00	1,054.73	Quarterly invoice. January - March sent 05/21/21.
TBP Implement	3,977.64	0.00	4,132.75	0.00	0.00	8,110.39	
TBP Planning	872.61	0.00	948.33	0.00	0.00	1,820.94	
Total Clean Water	5,767.90	0.00	8,547.17	0.00	0.00	14,315.07	
Total CCRPC	14,988.76	0.00	16,435.95	0.00	0.00	31,424.71	
CVFiber - Fee for Service							
CVF - Admin	372.34	0.00	0.00	0.00	0.00	372.34	Monthly invoice. April sent 05/22/21.
Total CVFiber - Fee for Service	372.34	0.00	0.00	0.00	0.00	372.34	
Department of Environmental Conservation							
Moretown Elem SW Final Design	793.89	3,573.44	0.00	750.76	0.03	5,118.12	Product-based. Next invoice due 06/30/21.
Woodbury Elem/Fire	30.23	151.15	0.00	784.28	0.00	965.66	Product-based. April invoice sent 05/26/21.
Total Department of Environmental Conservation	824.12	3,724.59	0.00	1,535.04	0.03	6,083.78	
Department of Public Safety							
EMPG Supplemental							
COVID Response	490.90	478.13	0.00	1,683.13	1,806.10	4,458.26	
Planning	453.20	120.92	0.00	180.69	1,861.54	2,616.35	Quarterly invoice. January-March sent 05/07/21.
Train/Collaborate	470.82	1,049.02	0.00	1,651.00	967.12	4,137.96	
WiFi	0.00	0.00	0.00	129.83	1,884.50	2,014.33	
Total EMPG Supplemental	1,414.92	1,648.07	0.00	3,644.65	6,519.26	13,226.90	
LHMP Montpelier & Calais	1,766.10	2,187.02	0.00	1,492.00	967.25	6,412.37	Monthly invoice. April sent 05/28/21. \$4,051.24 paid as of 04/19/21.
Total Department of Public Safety	3,181.02	3,835.09	0.00	5,136.65	7,486.51	19,639.27	
Duxbury							
Parcel Maps	0.00	1,021.11	0.00	0.00	0.00	1,021.11	Fee for Service. Paid 05/17/21.
Total Duxbury	0.00	1,021.11	0.00	0.00	0.00	1,021.11	

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Central Vermont Regional Planning Commission
A/R Aging Summary
 As of April 30, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES
EMPG							
EMPG 20							
LEMP	861.70	574.46	0.00	180.69	109.76	1,726.61	
REMC Transition	755.39	45.36	0.00	164.23	16.11	981.09	
Response	0.00	30.23	0.00	229.89	1,066.29	1,326.41	Quarterly invoice. January-March sent 05/07/21.
Technical Assistance	1,537.51	1,611.76	0.00	2,681.35	3,840.31	9,670.93	
Total EMPG 20	3,154.60	2,261.81	0.00	3,256.16	5,032.47	13,705.04	
Total EMPG	3,154.60	2,261.81	0.00	3,256.16	5,032.47	13,705.04	
Forest Parks and Recreation							
Forest Integrity	1,418.53	868.90	0.00	1,219.79	0.00	3,507.22	Semi annual invoice. Next invoice due 06/30/21.
Total Forest Parks and Recreation	1,418.53	868.90	0.00	1,219.79	0.00	3,507.22	
Friend of the Winooski River							
Water Wise Woodlands	100.11	375.51	0.00	326.86	1,053.11	1,855.59	Quarterly Invoice. January-March sent 05/06/21.
Total Friend of the Winooski River	100.11	375.51	0.00	326.86	1,053.11	1,855.59	
GIS Fee For Service	0.00	0.00	0.00	0.00	236.06	236.06	Bad debt. Customer refused to pay.
LEPC SERC							
LEPC 21	1,422.91	1,558.48	0.00	1,739.85	0.00	4,721.24	Quarterly invoice. January-March sent 04/30/21.
LEPC Old Funds	0.00	15.13	0.00	0.00	0.00	15.13	Holding for 06/30/21 for administrative efficiency.
Total LEPC SERC	1,422.91	1,573.61	0.00	1,739.85	0.00	4,736.37	
Marshfield							
LHMP	1,800.00	600.00	0.00	0.00	0.00	2,400.00	Milestone based. Milestones 1 & 2 send 05/21/21.
Total Marshfield	1,800.00	600.00	0.00	0.00	0.00	2,400.00	
Middlesex							
Capital Improvement Plan	1,036.41	425.60	0.00	0.00	0.00	1,462.01	
Walkable Middlesex MPM	156.78	537.04	0.00	0.00	0.00	693.82	Monthly invoices. April sent 05/22/21. Paid \$2,658.21 on 04/30/21.
Zoning Update	342.68	1,695.57	0.00	0.00	0.00	2,038.25	
Total Middlesex	1,535.87	2,658.21	0.00	0.00	0.00	4,194.08	
Montpelier							
VOREC	283.79	0.00	0.00	0.00	0.00	283.79	Contract in progress. Invoices being held pending contract execution.
Total Montpelier	283.79	0.00	0.00	0.00	0.00	283.79	
Moretown							
Zoning Update	2,878.60	426.82	0.00	0.00	0.00	3,305.42	Quarterly invoice. January-March sent 04/30/21. \$426.82 paid 05/17/21.
Total Moretown	2,878.60	426.82	0.00	0.00	0.00	3,305.42	
Mount Ascutney Regional Commission							
DIBG - Berlin Town Office Construction	730.40	0.00	94.42	68.50	0.00	893.32	Monthly invoice. January sent 03/05/21. February-April approved to send 05/29/21.
DIBG - Woodbury Calais Final Design							
Calais East Calais PO	6,843.50	0.00	0.00	0.00	0.00	6,843.50	
Calais Moscow Wds	6,843.50	0.00	0.00	0.00	0.00	6,843.50	
Woodbury Church Street	0.00	0.00	0.00	405.80	3,582.50	3,988.30	Monthly invoice. March sent 05/21/21. April approved to send 05/25/21.

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A/R Aging Summary
As of April 30, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES
Woodbury Fire/PO	0.00	0.00	0.00	405.90	3,582.50	3,988.40	
Woodbury/Calais Program Delivery	570.32	0.00	533.35	126.26	0.00	1,229.93	
Total DIBG - Woodbury Calais Final Design	14,257.32	0.00	533.35	937.96	7,165.00	22,893.63	
Total Mount Ascutney Regional Commission	14,987.72	0.00	627.77	1,006.46	7,165.00	23,786.95	
Northwest Regional Comm'n							
Municipal Grants in Aid							
FY21 BMP	613.58	30.21	0.00	483.14	1,352.92	2,479.85	Quarterly invoice. January-March sent 04/14/21. October-December paid 05/28/21.
FY21 Equipment	335.37	18.63	0.00	60.73	263.54	678.27	
Total Municipal Grants in Aid	948.95	48.84	0.00	543.87	1,616.46	3,158.12	
Total Northwest Regional Comm'n	948.95	48.84	0.00	543.87	1,616.46	3,158.12	
Plainfield							
Better Roads FY20	0.00	0.00	0.00	0.00	4,054.55	4,054.55	Project complete. Paid 05/07/21.
Total Plainfield	0.00	0.00	0.00	0.00	4,054.55	4,054.55	
Rutland Regional Comm'n							
604b	82.68	60.96	0.00	47.22	0.00	190.86	Milestone based. Invoice at project end in mid-August 2021.
Total Rutland Regional Comm'n	82.68	60.96	0.00	47.22	0.00	190.86	
VTrans							
TPI							
TPI Admin	1,540.48	1,319.70	0.00	0.00	0.00	2,860.18	Monthly invoice. March sent 04/23/21. April sent 05/22/21.
TPI Coordination	2,503.76	2,111.94	0.00	0.00	0.00	4,615.70	
TPI Long Range	1,795.78	2,665.41	0.00	0.00	0.00	4,461.19	
TPI Other TRPT	2,203.54	2,334.60	0.00	0.00	0.00	4,538.14	
TPI Project Develop	2,696.73	3,850.60	0.00	0.00	0.00	6,547.33	
TPI SRP	9,310.64	11,636.02	0.00	0.01	0.00	20,946.67	
Total TPI	20,050.93	23,918.27	0.00	0.01	0.00	43,969.21	
VTrans - Other	0.00	-0.01	0.00	-0.01	-0.08	-0.10	Needs cleanup after next payment received.
Total VTrans	20,050.93	23,918.26	0.00	0.00	-0.08	43,969.11	
Waitsfield							
West Village Sidewalk MPM	685.89	0.00	0.00	0.00	0.00	685.89	Monthly invoice. Paid 05/28/21.
Total Waitsfield	685.89	0.00	0.00	0.00	0.00	685.89	
Washington							
Washington Better Roads FY 20	0.00	0.00	0.00	0.00	6,209.49	6,209.49	Project complete. Paid 05/11/21.
Washington - Other	0.00	0.00	0.00	0.00	-0.50	-0.50	Overpayment
Total Washington	0.00	0.00	0.00	0.00	6,208.99	6,208.99	
Watershed Consulting_							
WCA P3 Acre							
4. Mtg Coord	86.90	0.00	0.00	0.00	191.62	278.52	Project ends 05/31/21. Submitting one final invoice for remaining costs.
Total WCA P3 Acre	86.90	0.00	0.00	0.00	191.62	278.52	
Total Watershed Consulting_	86.90	0.00	0.00	0.00	191.62	278.52	

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Executive Committee

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Central Vermont Regional Planning Commission
A/R Aging Summary
As of April 30, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES
Woodbury							
Plan Engagement	761.13	208.61	0.00	0.00	0.00	969.74	Product-based invoice. Next invoice due 06/30/21.
Woodbury Town Plan	3,277.63	1,813.92	0.00	3,076.70	0.00	8,168.25	Product-based invoice. Next invoice due 05/30/21.
Total Woodbury	4,038.76	2,022.53	0.00	3,076.70	0.00	9,137.99	
Worcester							
Plan Maps	43.46	0.00	0.00	0.00	0.00	43.46	Fee for Service. April invoice approved to send 05/28/21.
Total Worcester	43.46	0.00	0.00	0.00	0.00	43.46	
TOTAL	72,885.94	107,314.62	17,063.72	17,888.60	40,123.72	255,276.60	

Paid Time Off Liability Balances

As of 4/30/2021

COMPENSATORY TIME

Employee	Wage Rate	Hours	Current Value	Maximum Hours ¹	Maximum Accrual ¹
Andrews, A.	23.01	0.00	\$ -		
Chartrand, N.	26.26	7.37	\$ 193.54		
DeAndrea, P.	28.59	0.00	\$ -		
Juodisius, E.	18.72	0.00	\$ -		
Maia, Z.	21.15	0.00	\$ -		
Meyer, C.	31.25	0.00	\$ -		
Rock, C.	28.60	0.00	\$ -		
Vinson, G.	23.42	0.00	\$ -		
Waninger, B.	43.74	589.50	\$ 25,784.73		
		596.87	\$ 25,978.27		

SICK LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	23.01	119.29	\$ 2,744.86	360	\$ 8,283.60
Chartrand, N.	26.26	180.75	\$ 4,746.50	209	\$ 5,477.84
DeAndrea, P.	28.59	23.00	\$ 657.57	360	\$ 10,292.40
Maia, Z.	21.15	156.75	\$ 3,315.26	192	\$ 4,060.80
Meyer, C.	31.25	10.50	\$ 328.13	16	\$ 500.00
Rock, C.	28.60	160.30	\$ 4,584.58	247	\$ 7,075.64
Vinson, G.	23.42	49.75	\$ 1,165.15	136	\$ 3,185.12
Waninger, B.	43.74	360.00	\$ 15,746.40	360	\$ 15,746.40
		1,060.34	\$ 33,288.44	1,880	\$ 54,621.80

VACATION LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	23.01	258.30	\$ 5,943.48	280	\$ 6,442.80
Chartrand, N.	26.26	107.91	\$ 2,833.72	119	\$ 3,124.94
DeAndrea, P.	27.75	78.49	\$ 2,178.10	200	\$ 5,550.00
Maia, Z.	21.15	83.64	\$ 1,768.99	160	\$ 3,384.00
Meyer, C.	31.25	20.00	\$ 625.00	20	\$ 625.00
Rock, C.	28.60	23.50	\$ 672.10	160	\$ 4,576.00
Vinson, G.	23.42	52.22	\$ 1,222.99	110	\$ 2,568.47
Waninger, B.	43.74	200.00	\$ 8,748.00	200	\$ 8,748.00
		824.06	\$ 23,992.38	1,249	\$ 35,019.21

SUMMARY

	<u>Current</u>	<u>Maximum</u>
Total Paid Time Off Liability	\$ 83,259.08	\$ 115,619.27
Maximum versus Current Difference	\$ 32,360.19	Percent of Max 72%

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).

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Accrual Basis

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

	Jul '20 - Apr 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 · ACCD				
4101 · ACCD Direct	237,057.64	272,678.00	-35,620.36	86.94%
4102 · ACCD Match	-0.01			
4100 · ACCD - Other	0.00	0.00	0.00	0.0%
Total 4100 · ACCD	237,057.63	272,678.00	-35,620.37	86.94%
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	18,624.05	25,000.00	-6,375.95	74.5%
4200 · Community Development - Other	0.00	0.00	0.00	0.0%
Total 4200 · Community Development	28,499.05	34,875.00	-6,375.95	81.72%
4300 · Fee for Services				
4302 · Cross VT Trail	0.00	1,200.00	-1,200.00	0.0%
4304 · GIS Mapping	802.58	4,500.00	-3,697.42	17.84%
4308 · WBRD Admin	4,000.00	4,000.00	0.00	100.0%
4310 · Town of Worcester	3,620.99			
4315 · CVFiber	1,278.59	2,500.00		
4320 · Town of Duxbury	1,021.11			
4300 · Fee for Services - Other	0.00	0.00	0.00	0.0%
Total 4300 · Fee for Services	10,723.27	12,200.00	-1,476.73	87.9%
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	6,498.00	0.77	100.01%
4435 · Town of Woodbury	11,412.67	11,727.00	-314.33	97.32%
4440 · Town of Middlesex	8,829.40	11,424.00	-2,594.60	77.29%
4445 · Town of Moretown	5,305.42	5,280.00	25.42	100.48%
4450 · Town of Marshfield	2,400.00	8,499.00	-6,099.00	28.24%
4455 · Montpelier VOREC	283.79		283.79	100.0%
4460 · Town of Waitsfield	685.89			
4400 · Municipal Contracts - Other	0.00	2,300.00	-2,300.00	0.0%
Total 4400 · Municipal Contracts	59,899.96	70,231.00	-10,331.04	85.29%
4500 · Natural Resources				
4501 · 604B Water Planning	3,826.86	3,636.00	190.86	105.25%
4506 · Forest Integrity	6,029.26	40,375.00	-34,345.74	14.93%
4512 · NEIWPCC Berlin SW Final Design	0.00	0.00	0.00	0.0%
4516 · Tactical Basin Planning	24,494.57	30,024.00	-5,529.43	81.58%
4518 · WCA PublicPrivatePartnership-P3	278.52	3,792.00	-3,513.48	7.35%
4519 · MARC Design Imp. Block Grant	32,141.40	42,480.00	-10,338.60	75.66%
4520 · DEC Woodbury Elem/Fire SW F.D	14,358.46	28,799.00	-14,440.54	49.86%
4521 · DEC Moretown School SW Fin Des	16,601.43	36,152.00	-19,550.57	45.92%
4525 · Friends of the Winooski River	1,855.59	2,195.00	-339.41	84.54%
4500 · Natural Resources - Other	0.00	0.00	0.00	0.0%
Total 4500 · Natural Resources	99,586.09	187,453.00	-87,866.91	53.13%

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Accrual Basis

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

	Jul '20 - Apr 21	Budget	\$ Over Budget	% of Budget
4600 · Public Safety				
4602 · EMPG	20,300.62	36,741.00	-16,440.38	55.25%
4607 · LEPC SERC	8,864.02	9,628.00	-763.98	92.07%
4609 · DPS Local Hazard Mitig. Plans	7,641.72	8,824.00	-1,182.28	86.6%
4611 · VEM Emergency Operation MOA	0.00	250.00	-250.00	0.0%
4615 · DPS EMPG	13,226.90	15,636.00	-2,409.10	84.59%
4620 · VDT LGER	115,745.17	113,676.00	2,069.17	101.82%
4600 · Public Safety - Other	0.00	2,500.00	-2,500.00	0.0%
Total 4600 · Public Safety	165,778.43	187,255.00	-21,476.57	88.53%
4700 · Town Dues (Parent)				
4701 · Town Dues	79,746.16	79,875.00	-128.84	99.84%
4702 · Town Dues Match	0.00			
Total 4700 · Town Dues (Parent)	79,746.16	79,875.00	-128.84	99.84%
4800 · Transportation				
4803 · Grants in Aid	16,382.05	18,224.00	-1,841.95	89.89%
4804 · TPI	174,792.26	262,459.00	-87,666.74	66.6%
Total 4800 · Transportation	191,174.31	280,683.00	-89,508.69	68.11%
4900 · Other Income				
4901 · Interest Income	257.11	295.00	-37.89	87.16%
4950 · Salaries To Be Allocated	0.00			
4955 · Indirect To Be Allocated	0.00			
4960 · Expenses To Be Allocated	0.00			
4999 · Miscellaneous Income	5,000.00	5,000.00	0.00	100.0%
Total 4900 · Other Income	5,257.11	5,295.00	-37.89	99.28%
Total Income	877,722.01	1,130,545.00	-252,822.99	77.64%
Gross Profit	877,722.01	1,130,545.00	-252,822.99	77.64%
Expense				
5000 · Wages and Fringe Benefits				
5001 · Personnel	353,021.14	489,209.00	-136,187.86	72.16%
5100 · Fringe Benefits				
5101 · FICA	26,660.41	37,292.00	-10,631.59	71.49%
5110 · Health Insurance	82,361.25	85,203.00	-2,841.75	96.67%
5112 · Dental Insurance	4,345.38	5,660.00	-1,314.62	76.77%
5115 · Life Disability Insurance	2,185.56	3,234.00	-1,048.44	67.58%
5120 · Pension Plan - Edward Jones	14,063.02	19,047.00	-4,983.98	73.83%
5125 · Technology Stipend	2,651.57	3,440.00	-788.43	77.08%
5130 · Unemployment Insurance	578.00	590.00	-12.00	97.97%
5135 · Worker's Comp	2,819.30	3,394.00	-574.70	83.07%
5100 · Fringe Benefits - Other	0.00	0.00	0.00	0.0%
Total 5100 · Fringe Benefits	135,664.49	157,860.00	-22,195.51	85.94%
5000 · Wages and Fringe Benefits - Other	0.00	0.00	0.00	0.0%
Total 5000 · Wages and Fringe Benefits	488,685.63	647,069.00	-158,383.37	75.52%
5200 · Professional Services				
5201 · Accounting	50,000.00	65,000.00	-15,000.00	76.92%
5202 · Audit	7,950.00	7,950.00	0.00	100.0%
5203 · IT/Computer	695.00	2,300.00	-1,605.00	30.22%
5204 · Legal	1,934.50	3,000.00	-1,065.50	64.48%
5205 · Videography	0.00	0.00	0.00	0.0%
5206 · Professional Services - Other	678.50	1,300.00	-621.50	52.19%
Total 5200 · Professional Services	61,258.00	79,550.00	-18,292.00	77.01%

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Accrual Basis

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

	Jul '20 - Apr 21	Budget	\$ Over Budget	% of Budget
5305 · Advertising	2,110.17	3,454.00	-1,343.83	61.09%
5315 · Consultants	139,895.88	234,242.00	-94,346.12	59.72%
5320 · Depreciation expense	4,217.04	4,800.00	-582.96	87.86%
5325 · Copy				
5326 · Copier extra copies	968.60	1,320.00	-351.40	73.38%
5327 · Copier Lease Payments	1,964.97	2,340.00	-375.03	83.97%
5325 · Copy - Other	0.00	0.00	0.00	0.0%
Total 5325 · Copy	2,933.57	3,660.00	-726.43	80.15%
5330 · Supplies				
5331 · Equipment/Furniture	3,242.59	4,080.00	-837.41	79.48%
5332 · GIS Supplies	0.00	500.00	-500.00	0.0%
5333 · Office Supplies	2,699.77	3,000.00	-300.23	89.99%
5334 · Billable Supplies	24.25	307.00	-282.75	7.9%
5335 · Subscriptions/Publications	670.88	1,411.00	-740.12	47.55%
5330 · Supplies - Other	0.00	0.00	0.00	0.0%
Total 5330 · Supplies	6,637.49	9,298.00	-2,660.51	71.39%
5344 · Insurance				
5345 · Liability Insurance	1,115.00	1,532.00	-417.00	72.78%
5346 · Public Officials Insurance	5,454.88	3,316.00	2,138.88	164.5%
Total 5344 · Insurance	6,569.88	4,848.00	1,721.88	135.52%
5350 · Meetings/Programs	1,812.35	2,900.00	-1,087.65	62.5%
5355 · Postage	920.86	1,105.00	-184.14	83.34%
5360 · Dues/Memberships/Sponsorships				
5361 · Government Relations	3,454.56	3,454.56	0.00	100.0%
5360 · Dues/Memberships/Sponsorships - Other	5,713.12	6,995.44	-1,282.32	81.67%
Total 5360 · Dues/Memberships/Sponsorships	9,167.68	10,450.00	-1,282.32	87.73%
5370 · Office Occupancy				
5310 · Cleaning	1,920.00	2,160.00	-240.00	88.89%
5371 · Rent/Utility Payments	35,319.50	42,383.00	-7,063.50	83.33%
5370 · Office Occupancy - Other	0.00	200.00	-200.00	0.0%
Total 5370 · Office Occupancy	37,239.50	44,743.00	-7,503.50	83.23%
5375 · Software/Licenses/IT Sub	7,623.63	12,327.00	-4,703.37	61.85%
5385 · Telephone/Internet	5,578.62	6,780.00	-1,201.38	82.28%
5390 · Travel	6,019.36	7,789.00	-1,769.64	77.28%
5999 · Miscellaneous Expenses				
5339 · Gifts	169.25	920.00	-750.75	18.4%
5380 · Fees				
5382 · Bank Fees	70.34			
5383 · DRRA Fees	2.50			
5384 · Payroll Direct Deposit Fees	16.00			
5380 · Fees - Other	614.52	730.00	-115.48	84.18%
Total 5380 · Fees	703.36	730.00	-26.64	96.35%
5999 · Miscellaneous Expenses - Other	0.00	410.00	-410.00	0.0%
Total 5999 · Miscellaneous Expenses	872.61	2,060.00	-1,187.39	42.36%
8000 · Indirect Costs	0.00			
Total Expense	781,542.27	1,075,075.00	-293,532.73	72.7%
Net Ordinary Income	96,179.74	55,470.00	40,709.74	173.39%
Net Income	96,179.74	55,470.00	40,709.74	173.39%



FY2022 Work Plan

06/01/21

INTRODUCTION

The Central Vermont Regional Planning Commission (CVRPC) leverages the power of people working together to assist its member municipalities in providing effective local government and to address regional issues. CVRPC's professional, skilled staff expands local capacity, and works to link local, state, and federal visions for the future. This Work Plan is its annual statement of planned activities.

CVRPC is one of eleven Commissions in Vermont. CVRPC operates under the Vermont Municipal and Regional Planning and Development Act (V.S.A. Title 24, Chapter 117) and its adopted bylaws. All municipalities, by law, are members. Active municipal participation in CVRPC affairs is voluntary.

The Central Vermont Regional Planning Commission Board of Commissioners governs its policies and activities. Commissioners are appointed by the Region's 23 municipalities.

In FY22, CVRPC will participate in or manage programs of importance to municipalities, the region and the state. Specific grants generally fund these programs, but they are coordinated across programs. Through this integrated, comprehensive approach, CVRPC will positively impact these outcomes:

- ❖ Municipal permitting is predictable and effective.
- ❖ Central Vermont and the state are prepared for local, regional or statewide emergencies.
- ❖ Transportation systems are planned effectively with local, regional, and state consideration of economic, environmental, and community impact.
- ❖ Brownfield sites are assessed and cleaned up, creating and preserving jobs and housing and providing public benefit.
- ❖ Central Vermont and the state have access to sufficient energy resources and plans for new generation, efficiency, and conservation to support community and economic advancement.
- ❖ Infrastructure is planned and coordinated to meet the needs of the local and regional economy.
- ❖ Community and economic development are coordinated within and across regions to maximize public resources and ensure strong vibrant communities.
- ❖ Vermont's land use laws are implemented.

- ❖ Vermont's working landscape is used effectively for community and economic benefit.
- ❖ Water quality is improved.
- ❖ Natural systems are effectively sustained with consideration of community and health impact.

WORK PROGRAM HIGHLIGHTS

Regional Planning

CVRPC will initiate work to update the Regional Plan in FY22. This planning process is bringing together residents, elected leaders, the professional community, and community-based organizations in a conversation around how to best address issues and ensure the long-term health and vitality of the Central Vermont Region. The Plan builds on past regional planning efforts and looks towards the future using the vision created through public engagement.

CVRPC's statutory duties include participating in Act 250 and Section 248 project review, and completing regional approvals of municipal plans upon request of municipalities. Through its participation, CVRPC aims to positively shape development and support municipal and regional growth goals. Regional approvals verify that a municipal plan addresses all elements and State goals required by statute. Municipalities with regionally approved plans are eligible for certain State grants.



CVRPC comments on State and Federal Agency plans and proposals so regional and local viewpoints are considered and policy issues are informed by RPC research and analysis. In FY22, CVRPC anticipates providing a Central Vermont perspective for updates to the Vermont Comprehensive Energy Plan, the Lamoille River Tactical Basin Plan, and other opportunities that may arise.

CVRPC coordinates activities with other organizations and represents the interests of the Region on commissions, committees, and boards, such as: Central Vermont Economic Development Corporation, Green Mountain Transit, and VT Association of Planning & Development Agencies. CVRPC represents regional planning commissions on the State Hazard Mitigation Grant Program Review Committee, VT Urban & Community Forestry Program, and serves the VT GIS Enterprise Consortium.

Education & Trainings

CVRPC provides opportunities for Commissioners and municipalities to learn about pertinent topics. In FY22, CVRPC will sponsor, present and publicize multiple workshops and events, such as:

- ❖ Homes for All: Updating Municipal Policies to Improve Housing Opportunities,
- ❖ Essentials of Land Use Planning,
- ❖ Village Center Wastewater,
- ❖ Using Village Center Designations,
- ❖ Planning for Economic Development,
- ❖ Resilience and/or water quality,

- ❖ Roundtables for municipal staff and volunteers,
- ❖ Other municipally-requested topics, and
- ❖ Statewide trainings delivered at the regional level.

CVRPC produces an e-newsletter that contains information about ongoing events, project and program updates, municipal and other assistance, and general education. CVRPC's Facebook page and website host training opportunities, project and program information, and publication resources.



Municipal Assistance

CVRPC assists local communities and their boards/committees to achieve their community visions and goals. Our Geographic Information Systems (GIS) mapping and analysis capabilities are an integral part of ongoing projects at the Commission, as well as a standalone area of work. Municipalities receive up to 12 hours of GIS services at no charge each year.

Throughout the year, municipalities identify assistance needs. Thus far for FY22, services requested are:

- ❖ *Barre City* – Stormwater project implementation; Local Emergency Management Plan; public transit (mobility) assistance; statutory consultation; Central VT Path municipal convening; road erosion inventory
- ❖ *Barre Town* – Local Emergency Management Plan; Central VT Path municipal convening; Websterville pedestrian improvements; traffic counts; road erosion inventory updates; bridge & culvert assessment
- ❖ *Berlin* – New Town Center implementation assistance; Local Emergency Management Plan; Town Plan update; Town Garage stormwater project construction; Central VT Path municipal convening
- ❖ *Cabot* – Village Center Designation renewal; using VT Alert to improve communications; Local Emergency Management Plan; statutory consultation; Water Wise Woodland; ash tree management plan; transportation resilience project
- ❖ *Calais* – Local Hazard Mitigation Plan; Town Plan amendment; Village Center Designation renewal; Local Emergency Management Plan; Continuity of Operations Plan; stormwater project designs; traffic counts; transportation resilience project
- ❖ *Duxbury* – Local Emergency Management Plan; ARPA project definition; transportation funding research; transportation resilience project
- ❖ *East Montpelier* – Village Center Designation renewal; transportation resilience project
- ❖ *Fayston* - Local Emergency Management Plan; grant writing; bridge & culvert inventory; transportation resilience project
- ❖ *Marshfield* – Local Emergency Management Plan; Local Hazard Mitigation Plan; Water Wise Woodland; transportation resilience project; traffic counts

- ❖ *Middlesex* – Local Emergency Management Plan; Capital Improvement Plan; Walkable Middlesex project management; transportation resilience project
- ❖ *Montpelier* – Local Hazard Mitigation Plan; Local Emergency Management Plan; public transit assistance; regional recreation convening (VOREC); natural resource mapping; Central VT Path municipal convening; floodplain management; road erosion inventory updates; transportation resilience project
- ❖ *Moretown* – Local Emergency Management Plan; stormwater project design; transportation resilience project
- ❖ *Northfield* – Local Emergency Management Plan; Ridge + River Routes implementation study; transportation resilience project
- ❖ *Orange* – Local Emergency Management Plan; Town Forest trail maps/planning; parcel maps; transportation resilience project
- ❖ *Plainfield* – Local Emergency Management Plan; Water Wise Woodland; stormwater project construction; Continuity of Operations Plan; transportation resilience project
- ❖ *Roxbury* - Local Emergency Management Plan; transportation resilience project
- ❖ *Waitsfield* – Sidewalk construction project management; transportation resilience project
- ❖ *Warren* – Local Emergency Management Plan; transportation resilience project
- ❖ *Washington* – Local Emergency Management Plan; transportation resilience project
- ❖ *Waterbury* – Local Emergency Management Plan; transportation resilience project
- ❖ *Williamstown* – Local Emergency Management Plan; transportation resilience project
- ❖ *Woodbury* – Town Plan assistance & community engagement; Local Emergency Management Plan; stormwater design; Village Center Designation; bridge & culvert inventory; transportation resilience project
- ❖ *Worcester* - Local Emergency Management Plan; bridge & culvert inventory; transportation resilience project

CVRPC welcomes additional requests for assistance throughout the year. Requests are filled on a first come, first served basis based on staffing capacity.



Transportation

Transportation investments fuel growth in Central Vermont. CVRPC staff works closely with the Transportation Advisory Committee (TAC) and the Vermont Agency of Transportation (VTrans) regarding regional transportation needs through the Transportation Planning Initiative (TPI). Significant projects for FY22 include:

- assisting Northfield with a Ridge + River Routes implementation study,
- municipal assistance to meet requirements of the VT Clean Water Act,
- hosting road foremen roundtables, bridge and culvert inventories,
- assisting Capstone Community Action to implement a Travel Demand Management program and mobility project, and
- assisting the Regional Elders and Persons with Disabilities Advisory Committee (REDPAC) to implement its work plan and transition to a mobility committee.

CVRPC conducts traffic, turning movement, and bicycle and pedestrian counts; culvert, sign, sidewalk, road erosion, and ash tree inventories; and park-and-ride lot capacity surveys for the Region's facilities. This work provides data to accompany local knowledge. It positions municipalities to secure funds that augment municipal budgets and enables informed decision making.

CVRPC staff continue to assist municipalities to prepare for the Municipal Roads General Permit (MRGP). The Permit became active in 2018. CVRPC will complete road erosion assessments and culvert inventories for three municipalities in FY22. Staff will assist communities with Better Roads grant applications to implement transportation capital budgets projects. The Program's goal is to promote the use of erosion control and maintenance techniques that save money while protecting and enhancing Vermont's lakes and streams.

CVRPC staff extends municipal capacity by connecting municipalities to State resources and providing assistance in accessing State programs. CVRPC coordinates Road Safety Audits to identify short-term road safety improvements for crash sites. We also assist with Better Roads, Bicycle and Pedestrian, Better Connections, Transportation Alternatives Program, and other grant applications. Through the Municipal Grants in Aid program, CVRPC provides municipalities with access to funding and staff assistance to implement clean water road improvements. Grants in Aid program funding has been secured through FY22.

Emergency Management

CVRPC continues work with communities and other partners to increase the resiliency of roads, bridges, and neighborhoods and to enhance community preparedness in the face of an increasing number and intensity of storm events.

In FY22, CVRPC will:

- ❖ help communities plan, implement, and seek funding for hazard mitigation projects,
- ❖ assist municipalities with Local Emergency Management Plan development and updates,
- ❖ support Local Hazard Mitigation Plan updates for 2-4 municipalities,
- ❖ assist 2-3 municipalities to develop Continuity of Operations Plans,



- ❖ staff the State Emergency Operations Center during severe weather events to connect municipalities with resources and increase awareness of road closures and hazards,
- ❖ increase local official knowledge and skills through education and trainings, such as Incident Command Systems courses and the State Emergency Preparedness Conference,
- ❖ coordinate and participate in state and local public safety exercises and drills,
- ❖ assist to transition Local Emergency Planning Committee (LEPC #5) and Emergency Management Director roundtables into a Regional Emergency Management Committee, and
- ❖ assist interested municipalities to meet requirements under the Emergency Relief Assistance Fund (ERAF) rules.

CVRPC assists communities with emergency management and public safety using funding from Vermont Emergency Management and the Federal Emergency Management Agency.

Brownfield Redevelopment

Brownfields are properties that are abandoned or underused due to the suspicion of contamination by either hazardous substances or petroleum products. These sites would likely be viable commercial, industrial, housing or green space properties if they could be cleared of suspected contamination. CVRPC's Brownfields Program supports environmental assessments and site redevelopment planning that can level the playing field for public, private, and non-profit investors who wish to locate in the heart of our communities.

In FY22, CVRPC will continue assisting property owners with brownfield assessments and accessing redevelopment funding. A program Steering Committee works with CVRPC to select sites that may benefit from environmental assessments, fund those assessments, carry out public outreach, and, if necessary, create plans for how specific sites could be cleaned up for reuse.

CVRPC's Brownfield Program:

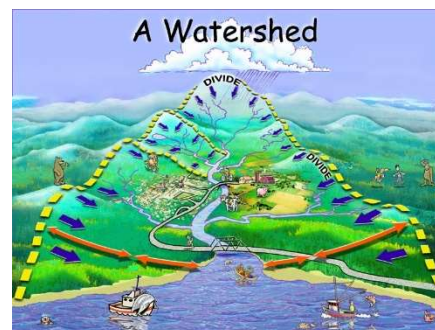
- ❖ expands and retains jobs;
- ❖ expands housing choices and supports downtown vibrancy;
- ❖ preserves history and creates public parks;
- ❖ advances community connections through community paths and public transit;
- ❖ grows community knowledge about risks and hazards of contamination; and
- ❖ engages local governments in decisions about brownfield assessments and redevelopment initiatives.



Watersheds

CVRPC continues to be active in water quality and river management activities in the Region. Many of these activities are aimed at assisting municipalities to protect critical infrastructure like roads, bridges, and water/sewer lines, to restore floodplain areas and river buffers, and to implement clean water projects. Watershed organizations leverage CVRPC's planning services into on-the-ground project benefits. Both the VT

Department of Environmental Conservation and municipalities use CVRPC as a knowledgeable, local project manager to complete implementation projects efficiently. CVRPC uses multiple funding sources for its watershed services and projects, primarily Clean Water Funds and the Ecosystem Restoration Program.



In FY22, CVRPC will:

- ❖ work with municipalities to identify, develop and fund projects that mitigate conflicts between infrastructure and streams,
- ❖ work with communities on understanding requirements for participation in the National Flood Insurance Program (NFIP) and its Community Rating System, a voluntary program that rewards community floodplain management activities with flood insurance premium rate reductions,
- ❖ participate in the State's efforts to implement the Winooski and White River Tactical Basin Plans, including prioritizing projects,
- ❖ engage municipalities in the State's Tactical Basin Planning efforts for the Lamoille Basin,
- ❖ assist municipalities with stormwater master planning and project implementation,
- ❖ assist municipalities and watershed organizations to identify and protect water resources in the region via town planning, land use regulation, and project implementation,
- ❖ assist the State to develop tools municipalities can use to plan and assess protection mechanisms for forest blocks and connecting corridors,
- ❖ improve flood resilience in headwaters by identifying and assisting municipalities to implement strategies for upland forest management,
- ❖ coordinate water quality work with transportation and emergency planning efforts including workshops for road crews and outreach related to river corridors and flood mitigation, and
- ❖ begin serving as the Winooski River Basin Clean Water Service Provider.



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Energy Planning

In FY18, the Commission developed a Regional Energy Plan, an effort funded through the Vermont Public Service Department. The project focused on meeting Vermont's energy goal of having renewable energy sources provide 90% of the state's total energy demand by 2050. The Regional Plan attained a Certification of Energy Compliance, which provides it with substantial deference in the Certificate of Public Good process (Section 248).

In FY22, CVRPC will work with other regional organizations and municipalities to implement local and regional energy plans. In addition, CVRPC will host energy roundtables, support local energy committees, and foster connections between energy planning and climate change resilience.

Fee For Services

CVRPC provides services through fee-for-service arrangements. Our Geographic Information System (GIS) services are provided to municipalities, non-profit partners, and – as time and resource permit – private entities. They help people understand and visualize data to make decisions based on the best information.

Our accounting services are provided to inter-municipal organizations and regional non-profits. These services leverage value and security for CVRPC’s member municipalities, who participate in or contribute funds to the served organizations. For FY22, CVRPC will provide bookkeeping services and staff support to the Wrightsville Beach Recreation District and fiscal agent services for Local Emergency Planning Committee #5.

CVRPC provides administrative services to CVFiber in support of its efforts to increase broadband accessibility.

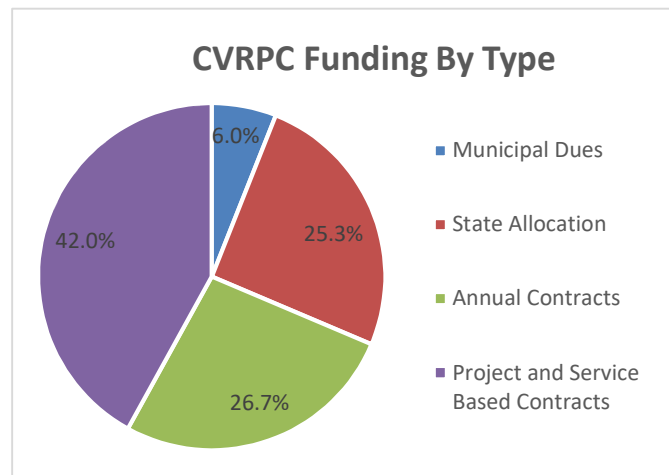
CVRPC welcomes additional requests for assistance throughout the year. Requests are filled on a first come, first served basis based on our capacity.

FINANCE AND STAFFING

Finance

Funding for the Commission’s \$1.36 million budget comes from a combination of core sources, special projects, and town dues. In FY22, this includes:

- ❖ \$345,583 – Legislative allocation through the Agency of Commerce and Community Development (25%),
- ❖ \$363,425 – Annual contracts with the Agency of Transportation, Vermont Emergency Management, Agency of Natural Resources, and Fee For Services (27%),
- ❖ \$572,263 – Project specific contracts (42%), and
- ❖ \$81,999 - Town Dues (6%)



Except for town dues, all other funding is associated with a work program and defined deliverables. Town dues are a critical investment in regional shared staffing. Their flexibility leverages special projects and transportation planning funds that benefit municipalities.

The Commission’s annual audit is posted to its website, www.centralvtplanning.com.

Board of Regional Commissioners

<i>Barre City</i>	<i>Janet Shatney, Sec/Treas</i> <i>Heather Grandfield, Alt.</i>
<i>Barre Town</i>	<i>Byron Atwood</i> <i>George Clain, Alt.</i>
<i>Berlin</i>	<i>Bob Wernecke</i> <i>Karla Nuissl, Alt.</i>
<i>Cabot</i>	<i>Amy Hornblas</i>
<i>Calais</i>	<i>John Brabant</i> <i>Jan Ohlsson, Alt.</i>
<i>Duxbury</i>	<i>Alan Quackenbush.</i>
<i>E. Montpelier Vacant</i>	<i>Clarice Cutler, Alt.</i>
<i>Fayston</i>	<i>Russ Bowen</i>
<i>Marshfield</i>	<i>Robin Schunk</i>
<i>Middlesex</i>	<i>Ron Krauth</i>
<i>Montpelier</i>	<i>Marcella Dent</i> <i>Mike Miller, Alt.</i>
<i>Moretown</i>	<i>Dara Torre</i> <i>Joyce Manchester, Alt.</i>
<i>Northfield</i>	<i>Laura Hill-Eubanks</i>
<i>Orange</i>	<i>Lee Cattaneo</i>
<i>Plainfield</i>	<i>Paula Emery</i> <i>Bob Atchinson, Alt.</i>
<i>Roxbury</i>	<i>Gerry D'Amico, Vice Chair</i>
<i>Waitsfield</i>	<i>Don La Haye</i> <i>Harrison Snapp, Alt.</i>
<i>Warren</i>	<i>Vacant</i> <i>J. Michael Bridgewater, Alt</i>
<i>Washington</i>	<i>Peter Carbee</i>
<i>Waterbury</i>	<i>Steve Lotspeich, Chair</i>
<i>Williamstown</i>	<i>Richard Turner</i>
<i>Woodbury</i>	<i>Michael Gray</i>
<i>Worcester</i>	<i>Bill Arrand</i>

The Commission has a four-year plan for equipment upgrade and replacement. It maintains a long-term reserve fund. These resources help to cushion the impact of fluctuating funding and help to preserve the Commission's ability to provide services.

FY22 Budget

The FY22 CVRPC Budget Summary reflects an anticipated increase in revenue due to construction of the Plainfield gully stormwater project. Overall, revenues that support operations have been level funded.

Legislative funding passed through the Agency of Commerce and Community Development is level funded from FY21. The Legislature did provide one-time pandemic response funding of \$75,000. The base funds are distributed based on a formula. CVRPC's share increased due to pandemic-related property sales. CVRPC will continue to use these funds to help our work under the region's technical assistance program. This funding provides match as required under agreements such as the Vermont Agency of Transportation and Vermont Emergency Management. It also supports our brownfields and local hazard mitigation planning assistance program.

Natural resource funds increased significantly due to stormwater planning and construction projects. They continue to be a strong part of the Commission's work program. Clean water education and planning will continue. Transportation planning funds for the contract period beginning October 1, 2021 will increase. The Municipal Grants in Aid program will continue through FY22. The program is transitioning to VTrans, and RPCs will play a decreased role now that municipalities understand the program's operation. Community development funds have increased substantially due to two new projects. CVRPC increased town dues slightly for FY22. Public Safety funding decreased as a special project closed. CVRPC will continue to pursue additional sources of funding for program support and implementation.

Expense line items changed in relationship to the program and project changes noted above. Changes to wages and fringe benefits reflect staffing changes. CVRPC is bringing accounting services back in house after contracting them out for several years. The Commission implemented a 5-year overhead cost

reduction plan in FY16. Cost decreases have been achieved through equipment replacement, modernization of the financial system, employee training, and other initiatives. Savings in these areas were offset by contracting for accounting services.

A 10-year reserve fund replenishment plan was initiated in FY16. CVRPC expects to reach its second interim goal of \$200,000 by the close of FY21, four years early. Equipment purchases planned for FY22 include a computer desktop and monitor and a tablet.

Staffing

Staffing in FY22 will include nine employees comprising 8.5 Full Time Equivalent: Executive Director, Office Manager, Finance Manager/Bookkeeper, Senior Planners (3), Planners (2), and Assistant Planner (1). CVRPC will host an AmeriCorps VISTA member whose service will focus on projects that help alleviate poverty. The Commission will look towards additional assistance through seasonal interns (Planning Technicians) and temporary staff as needed. It will also hire contractors to assist with technical projects under its transportation, natural resources, and brownfields programs.

SERVICE RECOGNITION

The Commission appreciates the thoughtful contributions of volunteers who serve as Regional Commissioners and Alternates.

Your service enables effective local government and builds strong links between local and regional planning.

FY22 Staff

Bonnie Waninger	Executive Director
Nancy Chartrand	Office Manager
Vacant	Finance Manager
Pam DeAndrea	Senior Planner
Clare Rock	Senior Planner
Christian Meyer	Senior Planner
Ashley Andrews	Planner
Grace Vinson	Planner
Elena Juodisius	Assistant Planner
Vacant	Assistant Planner



MEMO

Date: May 29, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: FY22 Budget and Work Plan

✉ **ACTION REQUESTED:** Adopt the CVRPC FY22 budget and work plan.

Budget Setting

The COVID-19 pandemic continues to present unique challenges with development of a realistic budget and work program. State and local revenues have not decline significantly as anticipated. In addition, federal funds to support pandemic response and recovery have boosted available local and state funds.

RPC base funding has not been increased for several years. CVRPC operates on the same amount of base funding that it did in 2014. Staff has been successful providing services to meet one-time municipal needs, which has filled funding gaps. RPCs received several legislatively-directed funds for FY22 (see Director's report).

Highlights

The proposed FY 2022 budget projects net income of \$13,456. The shift from an emphasis on public safety revenues to community development revenues reflects the shift from pandemic response to recovery. From an expense perspective, CVRPC's effort to bring accounting services back in house resulted in expense shifts from professional services to wages and fringe benefits. Overall, this starting point places CVRPC in a good position for the year.

Revenues: \$1,363,270

Revenues are front-loaded for the first three months of the fiscal year. TPI and EMPG have significant carry forward balances that expires on 09/30. If not used, revenues could be reduced up to \$30,000-62,000. Summer field work and a consultant study should result in draw down of these funds. EMPG is less certain.

Water quality, especially stormwater, continues to be a strong part of CVRPC's service portfolio. Staff will bring several design projects to a close and then support municipalities to implement them. We also have a mid-sized stormwater construction project.

Expenses: \$1,349,814

CVRPC's administrative expense are predictable. Direct expenses flex with the makeup of one-time projects. Expenses other than wages, benefits, and professional services were projected "normally" with adjustments to reflect trends prior to the pandemic and to assume a September office reopening. Wages were held constant at

FY21 levels. Adjusting wages in January with the mid-year budget adjustment provides a better view of sustainability. The land use planner and finance manager positions are budgeted to be filled.

Expense items were consolidated further to reflect cost materiality (financial significance; ~\$5,000 for CVRPC). Postage and advertising were added to Miscellaneous Expense. This reformatting is designed to assist the organization to focus on more significant items that affect the budget.

Reserves: \$186,902

In May 2016, CVRPC established five year strategic goals. Goal 1 was to enhance financial security. Increasing CVRPC's reserve fund was one strategy for reaching the goal. Most auditors and the National Association of Development Organizations advise RPCs to have six months operating reserves given the federal budget environment. For CVRPC, this equates to ~\$450,371.

In May 2016, CVRPC's reserve balance was \$11,000. As of April 30, 2021, it is \$186,902. CVRPC anticipates meeting its ten-year goal of \$200,000 in reserves by June 30, 2021; this is four years early.

With the Executive Committee's approval, the majority of funds that would be contributed to reserves in FY22 will be diverted to leaseholder improvements to improve the office.

Grants/Funding – Request Outstanding

CVRPC has applied for or anticipates municipal service requests that may augment current revenues.

- Duxbury Stormwater Designs: Staff submitted a grant application to the Design/Implementation Block Grant program. Informally, we've been told to expect an award.
- Bylaw modernization: The Legislature approved \$650,000 to ACCD for technical assistance to municipalities on accessory dwelling and small lot development and bylaw modernization consistent with Zoning for Great Neighborhoods. CVRPC anticipates working with 1-3 municipalities.
- EMPG 21 Supplemental: DPS has signaled that it may provide supplemental funds as it did last year so that RPCs can continue assisting municipalities to respond to and plan for the pandemic.
- Municipal ARPA Project Management: Some municipalities have indicated they may request CVRPC project management services for ARPA projects.
- Municipal Planning Grant services: As staff assists municipalities with applications, we anticipate some will request CVRPC provides planning or zoning services.
- The Town of Orange will release a request for proposals for Local Hazard Mitigation Planning Services. CVRPC will submit a proposal.

Central Vermont Regional Planning Commission

FY22 Budget

Adopted by the Executive Committee ___/___/21

Laura Hill-Eubanks, Chair

Line		06/30/20	04/05/21	06/01/21	Difference 02/01-04/05	Percent Change	Notes
		FY20 Audited	FY21 Budget	FY22 Budget			
1	REVENUES	1,456,116	1,125,096	1,363,270	238,174	21.2%	
2							
3	Community Development	53,963	34,875	137,774	102,899	295.1%	Reflects new projects
4	Fee for Service	7,704	12,200	17,200	5,000	41.0%	Reflects CVFiber services
5	Municipal Contracts	53,054	70,231	35,289	(34,942)	-49.8%	Assumed not MPG work
6	Natural Resources	651,288	187,454	376,042	188,588	100.6%	Reflects new construction project
7	Other Income	846	5,295	300	(4,995)	-94.3%	
8	Public Safety	103,686	187,254	83,961	(103,293)	-55.2%	Assumed no EMPG COVID funds
9	Regional Planning Funds (ACCD)	267,188	272,678	345,583	72,905	26.7%	Reflects one-time legislative funds
10	Town Dues	78,005	79,875	81,999	2,124	2.7%	
11	Transportation	240,381	275,234	285,122	9,888	3.6%	Transitioning Grants in Aid to VTrans
12							
13		FY20	FY21	FY22	Difference	Percent	
14		Audited	Budget	Budget	02/01-04/05	Change	Notes
15							
16	EXPENSES	1,290,963	1,069,627	1,346,462	276,835	25.9%	
17							
19	Contractor Services	521,582	228,794	419,446	190,652	83.3%	Stormwater construction project
20	Copy/Print	4,394	3,660	5,340	1,680	45.9%	Increased for office reopening/Regional Plan
21	Depreciation	5,316	4,800	3,070	(1,730)	-36.0%	
22	Dues/Memberships/Sponsorships	10,398	10,450	11,450	1,000	9.6%	
23	Fringe Benefits	141,229	157,860	208,868	51,008	32.3%	Assumes new staff are full benefits
24	Insurance	1,946	4,848	4,948	100	2.1%	
25	Line of Credit	0	0	0	0	-	
26	Meeting/Programs	11,276	2,900	11,754	8,854	305.3%	Increased for office reopening
27	Miscellaneous Expense	4,000	6,619	4,475	(2,144)	-32.4%	
28	Office Occupancy	43,903	44,743	45,863	1,120	2.5%	
29	Wages	440,052	489,209	572,627	83,418	17.1%	Increased for new finance manager & planner
30	Professional Services	69,166	79,550	18,375	(61,175)	-76.9%	Decreased for limited accountant services
31	Software / Licenses	6,436	12,327	10,037	(2,290)	-18.6%	Found zero-cost timesheet software
32	Supplies	15,276	9,298	8,346	(952)	-10.2%	
33	Telephone / Internet	7,170	6,780	6,780	0	0.0%	
34	Travel	8,819	7,789	15,084	7,295	93.7%	Anticipate resumption of meetings/travel
35							
36	BAL END	165,153	55,469	16,808	(38,661)	-69.7%	
37	Bad Debit/Adjustment	58			0	-	
38	RESERVES	49,380	15,000	15,000	0	0.0%	
39	General Reserves	49,380	15,000	5,000		-66.7%	
40	Capital Equipment	0	0	0		100.0%	
41	Leaseholder Improvements	0	0	10,000		0.0%	Renovate existing office

Central Vermont Regional Planning Commission

FY22 Budget

As of 06/001/21

Total Revenues				\$1,363,270
Line	Account No.			
1		Community Development		\$137,774
2	4201	NVDA Brownfields	\$80,000	72,000 contractor pass through
		ACCD Climate & Energy Planning	\$40,000	Municipal energy assistance
3	4208	THRIVE VISTA	\$3,000	Cost share pass through
4	4215	CCRPC Regional Economic Strategy	\$14,774	4-region Comprehensive Economic Development Strategy (Regional Plan element)
5				
6		Fee for Service		\$17,200
7	4308	Wrightville Beach Recreation District Bookkeeping	\$4,000	End date 12/31/21
8	4302	Cross Vermont Trail Association Admin Services	\$0	End date 09/30/21. Assuming no renewal.
9	4315	CVFiber Admin Services	\$12,500	
10		CVFiber Planning Services	\$0	
11	4304	GIS Mapping	\$700	
12				
13		Municipal Contracts		\$35,289
14	4404	Moretown School SW Final Design Match	\$6,171	Contractor pass through; town requested redesign
15	4435	Woodbury Town Plan	\$1,606	
16	4435	Woodbury Town Plan Engagement	\$5,552	
17	4455	Montpelier Trails Convening	\$1,500	Regional recreation convening
18	4445	Moretown Zoning	\$7,920	Zoning update related to housing opportunities
20	4440	Middlesex Capitol Improvement Plan	\$6,740	Capital improvement plan
21	4440	Middlesex Bike/Ped Project Management	\$2,000	Walkable Middlesex scoping study
22	4450	Marshfield LHMP	\$1,500	Local Hazard Mitigation Plan
23	4460	Waitsfield Bike/Ped Project Management	\$2,300	Village West sidewalk construction
34				
35		Natural Resources		\$376,042
36	4501	604b Water Quality Planning	\$3,636	
37	4516	Tactical Basin Plannig FY22	\$25,000	Municipal outreach, Basin Plan assistance
38	4516	Tactical Basin Plannig FY20 Amended	\$2,500	Municipal outreach, Basin Plan assistance
39		DEC Clean Water Service Provider	\$33,333	1,200 contractor pass through
40	4520	DEC Woodbury Elem/Fire SW Final Design	\$1,230	
41	4521	DEC Moretown School SW Final Design	\$19,573	18,733 contractor pass through
42	4519	DIBG Calais & Woodbury SW Final Design	\$10,560	10,560 contractor pass through
43	4519	DIBG Berlin Town Office & Garage	\$52,818	50,436 contractor pass through
44	4530	DEC Plainfield Gully SW Construction	\$224,759	212,000 contractor pass through
45	4525	FWR Water Wise Woodlands	\$2,633	Resilience planning in Upper Winooski watershed
46				
47		Other Income		\$300
48	4999	Miscellaneous	\$0	
49	4901	Interest	\$300	
50				
51		Public Safety		\$83,961
52	4602	VEM Emergency Mangmt Performance Grant (EMPG) FFY 22	\$15,000	Preparedness, assistance, and education
53	4602	EMPG FFY21	\$41,498	Preparedness, assistance, and education
54	4615	EMPG 20 Supplemental	\$4,484	COVID-related municipal emergency planning
55	4607	LEPC #5 FY21	\$3,900	Administrative & Tier II support
58	4609	DPS Montpelier & Calais LHMPs	\$4,000	Local Hazard Mitigation Plans
59		RRPC ARPA Assistance	\$13,879	ARPA municipal assistance

Central Vermont Regional Planning Commission

FY22 Budget

As of 06/001/21

Total Revenues				\$1,363,270
Line	Account No.			
60	4611	VEM State Emergency Operation Center MOA	\$1,200	Disaster event support
61				
62		Regional Planning Funds (ACCD)		\$345,583
63	4100	FY21 Carry Forward	\$0	
64	4100	FY22 Allocation	\$270,583	Local and regional planning & implementation
65		ACCD Pandemic	\$75,000	For increased workload due to the pandemic
66				
67	4701	Town Dues		\$81,999
68				
69		Transportation		\$285,122
70	4804	VTrans Transportation Planning Initiative (TPI) FFY22	\$161,324	37,306 contractor pass through
71	4804	TPI FFY21	\$92,867	8,000 contractor pass through
72	4803	Municipal Grants In Aid FY22	\$8,983	RPCs transitioning assistance to VTrans in CY22
73	4803	Municipal Grants In Aid FY21	\$21,948	Support municipal roads BMP implementation

Notes: Orange shading denotes risk areas, such as annual contracts that will not be confirmed until the fiscal year has begun, grant award not under contract, and prospective contracts with a reasonable expectation of award.

Central Vermont Regional Planning Commission

FY22 Budget

As of 06/01/21

Total Expenses				\$1,346,462
Line	Account No.			
1	5315	Contractor Services		\$419,446
2		ACCD	3,000	CVRPC VISTA cost share
3		0	0	Cost share
4		NVDA Brownfields	72,000	Brownfield assessments
5		Moretown School SW Final Design Match	6,171	Stormwater design project
6		DEC Clean Water Service Provider	1,200	Legal & contract assistance
7		DEC Moretown School SW Final Design	18,773	Stormwater design project
8		DIBG Calais & Woodbury SW Final Design	10,560	Stormwater design project
9		DIBG Berlin Town Office & Garage	50,436	Stormwater construction project
10		DEC Plainfield Gully SW Construction	212,000	Stormwater construction project
11		Transportation Planning Initiative (TPI)	45,306	Pass through to other RPCs for municipal assistance
12				
13				
14	5325	Copy / Print		\$5,340
15	5327	Lease	2,340	
16	5326	Extra Copies	3,000	Regional Plan printing
17				
18	5320	Depreciation		\$3,070
19				
20	5360	Dues / Memberships / Sponsorships		\$11,450
21		VAPDA	5,500	Annual Dues
22		VT League of Cities & Towns	950	Access to unemployment insurance & other services
23		Nat'l Assoc. of Development Organizations	3,000	Increased per NADO's strategic plan
24		Assoc. of State Floodplain Managers	500	3 Certified Floodplain Managers
25		Event Sponsorships	1,500	
26				
27	5000	Fringe Benefits		\$208,868
28		FICA	43,806	Medicaid & Social Security taxes
29		Health Ins.	130,077	
30		Dental Ins.	7,919	
31		Vision Ins.	0	Not provided
32		Retirement	19,105	5% of gross wages after 1 year employment
33		Disability Ins.	2,394	
34		Life Ins.	840	
35		Unemployment Ins.	1,056	VLCT Employment Resources and Benefits Turst
36		Workers Comp Ins.	3,394	
37		Technology Stipend	277	Assumes six months remote work

Central Vermont Regional Planning Commission

FY22 Budget

As of 06/01/21

Total Expenses

\$1,346,462

Line	Account No.			
38				
39	5344	Insurance		\$4,948
40	5345	General Liability	1,532	Property/Vehicle/Fire
41	5346	Public Officials	3,416	Legal/Employment Practices Liability
42				
43		Line of Credit		\$0
44		Debt Repayment	0	Debt not anticipated
45		Interest	0	
46				
47	5350	Meetings / Programs		\$11,754
48		Administrative	4,000	Adjusted for COVID
49		ACCD	4,174	Adjusted for COVID
50		Community Development	600	
51		Energy	0	
52		Municipal	0	
53		Natural Resources	660	
54		Public Safety	420	
55		Transportation	1,900	TAC & project mtgs
56		VAPDA	0	Jan meeting reimbursement
57				
58	5999	Miscellaneous Expense		\$4,475
59	5339	Gifts	220	Staff recognition, etc.
60		Equipment Repair & Service	400	100 telephone; 300 Traffic Counters
61	5380	Fees	730	500 Line of Credit; 100 misc; DCRA 30
62	5960	Bad Debt	0	
63		Interest	10	
64	5355	Postage	1,710	Meter lease; 1500 postage
65	5305	Advertising	1,405	Plan approval/adoption hearings, meeting & CWSP ads
66				
67	5370	Office Occupancy		\$45,863
68	5371	Rent	42,383	Assumes remain in current location
69	5310	Office Cleaning	3,280	80 bi-weekly plus special carpet cleaning
70		Repairs & Other Maintenance	200	
71				
72		Professional Services		\$18,375
73	5202	Audit	8,200	Single Audit not required
74	5201	Accounting	3,000	Audit assistance and cross training
75	5203	IT/Computer	2,300	425 quarterly maintenance; IT support as needed
76	5204	Legal	3,000	Personnel policy update

Central Vermont Regional Planning Commission

FY22 Budget

As of 06/01/21

Total Expenses				\$1,346,462
Line	Account No.			
77		Website Update		
78	5205	Videography	1,575	175/mo for Commission meetings
79	5200	Other	300	Archive document scanning; shredding services
80				
81	5375	Software / Licenses		\$10,037
82		ESRI GIS License	3,000	1500 concurrent; 500 Spatial Analyst; 500 single use (2)
83		Intuit Quickbooks Pro	1,420	Purchase QB 3-year program; maintain two QB licenses; 1-yr QB payroll module
84		Microsoft Exchange 365	530	Remote access to email
85		FortiClient	425	Remote access to server
86		Register.com	500	Domain name (cvregion.org & cvregion.com)
87		Network Solutions	90	CVRPC website
88		Bit Defender	115	Antivirus license for up to 25 computers
89		Ormsby's Computer Systems	3,627	181 Acronis Server Backup License; 899 Cloud Storage License; 2548 server warranty (2 yrs)
90		Register.com	0	Domain Gateway; renews in 2024
91		Adobe Acrobat Pro 2020	330	Updates program and adds e-signature function
92				
93	5330	Supplies		\$8,346
94	5333	General Office	4,125	Reduced for remote work
95	5331	Equipment & Furniture	1,785	935 desktop/monitor; 850 iPad
96	5332	GIS	1,325	
97	5335	Subscriptions	911	190 Times Argus; 22 Valley Reporter; 240 Constant Contact; 300 Survey Monkey; 159 Zoom
98	5334	Billable Supplies	200	Transportation field supplies and meeting materials
99				
100	5385	Telephone / Internet		\$6,780
101		Telephone Lease/Service	5,100	Surcharge for digital voice feature (phone messages forwarded to email)
102		Internet Service	1,680	
103				
104	5390	Travel		\$15,084
105		Administrative	4,000	VAPDA, prof dev & other mtgs
106		ACCD	3,750	Local, regional, and state meetings
107		Community Development	228	

Central Vermont Regional Planning Commission

FY22 Budget

As of 06/01/21

Total Expenses

\$1,346,462

Line Account
No.

108		Municipal	302	Meetings
109		Natural Resources	301	Meetings
110		Public Safety	993	Site visits, meetings, CFM continuing ed requirement
111		Transportation	5,510	
112				
113	5001	Wages		\$572,627
114		Gross Pay	554,657	8.5 FTE plus Planning Techs; includes raises, bonuses, & payment in lieu of health insurance benefit
115		Compensatory Time	17,838	Year end estimate
116		Overtime	132	Non-exempt employee
117				

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Reserve Fund

As of 04/30/21

Reasons for Reserve Fund:

- to ensure the Commission can continue to provide a useful level of services in times of tight budget years;
- to provide for emergency funds, should they be needed; and
- to ensure sufficient funding to close down, should that ever be the case.

Recommendation: **6 months minimum operating expenses**
\$450,371

Current Reserves: **\$186,902** (Goal: \$200,000 by 2025 or ~3 months operating expenses)
 \$67,255 Unrestricted/Unassigned - General reserves
 \$11,747 Unrestricted/Committed - Emergency equipment purchases & other
 capital expenses
 \$87,900 Unrestricted/Committed - Accrued compensated absences (Paid
 Time Off liability)
 \$20,000 Designated - Office Renovation / Relocation

Balance (+/-): **(\$263,470)**

No. Months Reserves: **2.5** Goal: 6 months

Minimum Monthly Expenses:

Total \$75,062

Copy / Print	\$445
Fringe Benefits	\$17,406
Insurance	\$412
Miscellaneous Expense	\$373
Office Occupancy	\$3,822
Professional Services	\$1,531
Software / Licenses	\$836
Supplies	\$696
Telephone / Internet	\$565
Travel	\$1,257
Wages	\$47,719

Recommendations

1. Contribute \$25,600 per year to reach goal of \$200,000 by 2025 (~3 months operating reserves)
2. For this year, contribute \$10,000 to reserves.
3. Recommended set aside should be reviewed annually and adjusted as needed.



MEMO

Date: May 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)

Department of Forests, Parks & Recreation – Forest Integrity Project Aid Amendment #3

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

Scope of Work: Provide municipalities and regional planning commissioners with professional guidance, expert advice, and current forest integrity mapping and modeling resources.

- Participate in project steering committee
- Assist with development of forest conservation planning materials and mapping tools
- Test materials and tools developed through work with municipalities and RPCs
- Conduct trainings to transfer knowledge and skills
- Participate in project sharing with neighboring states and in deliverable evaluation and material/tool adaptation.

Funding:

Grant Amount: \$65,000 (federal)

Match Amount: \$65,000

Match Source: High Meadows Winooski Headwaters Resilience (\$40,000), Other RPCs (\$18,765), FWR Water Wise Woodlands (\$5,775), and ACCD (\$460)

Performance Period: 12/20/17 - ~~07/31/21~~ 05/15/22 (pre-award costs were authorized beginning 09/01/17)

Staff: Clare Rock (primary), Pam DeAndrea, ~~Zachary Maia~~ Elena Juodisius

Notes: The amendment primarily extends the period of performance. It also modifies standalone “municipal information sheets” product to incorporate CVRPC’s work into an existing publication of the Vermont Natural Resource Council.

Department of Environmental Conservation – Plainfield Gully Stormwater Construction

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

Scope of Work: Construct (regrade) a stormwater-settling area with water level controlled by a rip-rap filter berm and gully stabilization using bioengineering techniques to reduce sediment transport to the Winooski River from an eroding gully located on the property of The Health Center in Plainfield.

Funding: \$224,759 (federal)

Performance Period: 06/04/21 – 11/30/22

Staff: Pam DeAndrea (primary), Bonnie Waninger

Notes: This agreement is a contract rather than a grant agreement. No match is required.

CONTRACTS

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

Watershed Consulting Associates, LLC - Stormwater Services Master Agreement, Addendum 2, Amendment 2, Moretown Elementary School & Town Offices Stormwater Mitigation Final Design

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

Scope of Work: Provide stormwater designs, costs estimate, bid documents, summary report, and permit requirements for the Moretown Elementary School and Town Offices in Moretown, attending meetings with stakeholders as necessary.

Funding:

Contract Addendum Amount: ~~\$31,958~~ \$38,129

Master Agreement Total: ~~\$66,883~~ \$73,054

Performance Period: 06/08/20 – 06/30/21

Staff: Pam DeAndrea

Note: The Town of Moretown requested a revised 60% design for the stormwater treatment to replace the gravel wetland design with a bioretention treatment. The Town will pay for the redesign via its match contribution. CVRPC and the Town have an existing Memorandum of Agreement documenting the commitment of funds.

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.



Vermont Department of Forests, Parks & Recreation

Agency of Natural Resources

STANDARD GRANT AMENDMENT

1. Parties: This is an Amendment for Grant #06130-FRAGLSR-01 for services between the State of Vermont, Department of Forests, Parks & Recreation (hereinafter called “State”), and Central Vermont Regional Planning Commission (hereinafter called “Subrecipient”). This is the third change.
2. Party certifies under the pains and penalties of perjury that, as of the date that the amendment to the 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.
3. Reason for Amendment: The reason for this Amendment is to 1) extend the end date to May 15, 2022 due to delays encountered in the outreach/education efforts related to COVID-19, and 2) to modify a deliverable related to the forest economy portion of the project to enhance a pre-existing resource instead of developing a stand-alone municipal information sheet. The additional time will provide the Grantee the ability to analyze and compile the local effort made to date and to inform the next steps in regional planning efforts.

4. Change:

Page 1, #8 Award End Date:

Delete: 7/31/2021

Insert: 5/15/2022

5. Change: Attachment A, Paragraph 3: submittal date from 7/31/2021 to 5/15/2022.
6. Replace: Attachment A, Paragraph 4.b.iii with:
 4. b. iii. Summarize relevant findings and contribute to a chapter describing the various ways municipalities can support the forest economy in the revised edition of the Vermont Natural Resource Council's guide titled *Community Strategies for Vermont's Forests and Wildlife*.
7. Change: Attachment A, Paragraph 4.b.v from “municipal information sheets: to “revised chapter of the *Community Strategies* guide.”
8. Amendment: All other terms and conditions of the original grant remain in full force and effect. No other changes, modification or amendments in the terms and conditions of this grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.

06/01/21

Executive Committee

Page 67

Grant #06130-FRAGLSR-01 – Amendment 3

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

STATE OF VERMONT

SUBRECIPIENT

By:

By:

Michael C. Snyder, Commissioner

Name: (Print) **Bonnie Waninger**

Department of Forests, Parks & Recreation

Title: **Executive Director**

Date: _____

Date: _____



Vermont Department of Environmental Conservation

Agency of Natural Resources

FFA - STANDARD CONTRACT FOR SERVICES

1. Parties: This is a contract for services between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and the Central Vermont Regional Planning Commission with principal place of business at 29 Main St Ste 4, Montpelier, Vermont, 05602 (hereafter called "Contractor"). Contractor's form of business organization is a political division of the State of Vermont. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this contract is to provide services to reduce sediment transport to the Winooski River from an eroding gully that receives stormwater runoff. Detailed services to be provided by the contractor are described in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$224,759.
4. Contract Term: The period of contractor's performance shall begin on June 4, 2021 and end on November 30, 2022. This contract may be renewed for up to 1 additional two-year periods upon written agreement by the State and the Contractor.
5. Prior Approvals: This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Contract Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and the Contractor.
7. Termination for Convenience: This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. Work product ownership: Upon full payment by the State, all products of the Contractor's work, including outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.
9. Source of Funds: ☐ General ☒ Federal ☐ Other

\$	\$224,759.00	\$	Fund
----	--------------	----	------

- a. For grants funded with federal dollars only.

CFDA Title	Lake Champlain Basin Program
CFDA Number	66.481
Award Name	Lake Champlain Basin Program
Award Number	LC-00A00758-0

Research and Development Grant?

☐ Yes☒ No

10. Matching Funds: This contract cannot be used as match for the purpose of obtaining additional federal funds by the contractor without the written approval from the State.
11. Subcontracting: Contractor shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subcontract form.
12. Attachments: This contract consists of the following attachments which are incorporated herein:
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Customary State Contract Provisions
Attachment D- Lake Champlain Basin Program Administrative Conditions
Attachment E - Terms and Conditions for Federal Subrecipients
Attachment F - Performance Measures/Outputs for Final Performance Report
Request for Approval to Subcontract
13. Order of Precedence: Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
- Standard Contract
 - Attachment D
 - Attachment C (Standard Contract Provisions for Contracts and Grants)
 - Attachment A
 - Attachment B
 - Attachment F
 - Attachment E

Legal Name and D-U-N-S® Number on File with the www.sam.gov (1):

Central Vermont Regional Planning Commission

Print Legal Name

158842195

D-U-N-S® Number (2)

Did this business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?*

☐ Yes

☒ No

If yes, please list the top five highest paid senior executive salaries that are not available to the public:

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

STATE OF VERMONT

CONTRACTOR

By:

By:

Commissioner

Name: (Print) _____

Department of Environmental

Title: _____

Date: _____

Date: _____

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

Purpose: The purpose of this project is to reduce sediment transport to the Winooski River from an eroding gully that receives stormwater runoff through the construction of a regraded stormwater-settling area with water level controlled by a rip-rap filter berm and gully stabilization using bioengineering techniques.

Task 1: Project Startup

The contractor will procure a design engineer, hold a kickoff meeting and apply for required permits.

Task 1.a: Hire Design Engineer

An engineer with experience in stormwater treatment construction implementation (i.e., bid document development, permitting, and construction oversight) will be hired for construction oversight and updating the final design if necessary. If the final design requires any alterations/modifications before implementation, the subcontracted engineer will be required to update those plans. The contractor will require that the hired consultant have qualifications and experience in stormwater treatment, stream channel stabilization and bio-engineering techniques including implementation on both private and public lands.

Task 1.b: Kickoff Meeting

Once the contractor has obtained subcontractor approval from the DEC, the contractor will contract with the engineering firm and initiate a kickoff meeting with the sub-contractor and relevant stakeholders, including but not limited to the Town of Plainfield, The Health Center, private landowners, and the DEC. If at the start of the project COVID-19 guidelines inhibit meeting in person, that meetings will take place virtually via the contractor's online virtual platform.

Task 1.c: Permitting

The contractor (possibly through a subcontractor) will be expected to obtain the following permits and the contractor will ensure final permits are included among deliverables to the DEC:

- Stormwater construction general permit
- Act 250 permit update
- Town conditional use site plan permit
- Other permits as required/needed

The contractor will provide the DEC with a report outlining any proposed changes to the design developed by Milone and McBroom Gully Stabilization and Stormwater Mitigation at the Health Center, Plainfield Final (100%) Design Report, dated February 19, 2020 based on the outcomes of tasks 1b and 1c.

Task 2: Bid Phase

The Bid Phase for the project will entail establishing required documents for construction and post construction and hiring a construction subcontractor.

Task 2.a: Operations and Maintenance Plan and Agreement

Before bidding this work, the contractor will work with the Town of Plainfield and the landowners to develop and execute a Third-Party Operations and Maintenance (O&M) Plan and Agreement using the DEC template¹.

Task 2.b: Review and Update Final Designs

The contractor will ensure that all relevant and necessary input and approval from stakeholders are included in the final design plans and O&M Plan and Agreement. Stakeholders include, but are not limited to the Town of Plainfield, The Health Center, private landowners, and the DEC.

¹ The DEC Operation and Maintenance (O&M) Plan and Agreement is a required form for implementation projects receiving Clean Water Initiative Program and Lake Champlain Basin Program funds. The Third-Party DEC O&M Plan and Agreement templates available at: <https://dec.vermont.gov/water-investment/cwi/grants/resources>.

Task 2.c: Bid Documents

Once all stakeholders are in agreement with the final designs and the O&M Plan and Agreement, the contractor will initiate the bid phase process. The contractor will ensure the bid documents are developed to the specifications of the final design plans and contract requirements.

Task 2.d: Hire Construction Contractor

Upon completion and the contractor approval of the bid documents, the bid will be advertised with a pre-bid site visit requirement. The advertisement and construction procurement will follow the contractor's procurement procedures which include efforts to encourage participation in Minority/Women's Business Enterprises (MBE/WBE).

As part of the effort to procure MBE/WBE businesses and comply with Federal and State contracting requirements, all contracts will include an Equal Opportunity Employment clause. The contractor will also follow a step-by-step process for procurement to include MBE/WBE in the solicitation process and ensure that Davis Bacon and EPA's Six Good Faith Effort guidance State Fair Wage requirements are followed see attachment D for me specifics.

A sealed bid process will be conducted with bids to be opened at a predetermined location. Following the bid opening, the contractor, The Health Center, and the Town of Plainfield will convene to select the best construction firm for the project based on cost and qualifications. The contractor will issue a notice of award to the selected construction firm. A contract with the construction firm will be completed ensuring DEC and Environmental Protection Agency (EPA) contracting requirements for the project are included.

Task 3: Construction Phase

Once contracting with the construction firm is complete, the contractor will schedule a pre- construction meeting with the consultant engineer, the construction contractor, and the landowners to work out construction schedule and logistics. The contractor will ensure that the contracted engineer and construction firm adhere to the proposed schedule for construction to be completed within the time frame of the contract with site visit check ins at 25%, 50% and 100% construction completion. During construction, the contractor will be expected to layout the project using conventional survey equipment to ensure that elevation specifications on the design plans are met. The contractor will require signed approval from the contracted engineer of any payment requisitions from the construction firm before issuing payment. Any changes or deviations from the construction plans will be required to be approved by design engineer and communicated to the contractor. During and at the conclusion of construction, the contractor will require the engineer to conduct inspections including a final inspection to ensure the construction was completed per specifications in the final design.

Task 4: Final Reporting

The Contractor will complete the final report using the DEC CWIP's Final Performance Reporting Template and the Stormwater BMP Reporting Template and include the as built design and inspection report. In the Final Performance Report, as an attachment, the contractor will include pre intervention data relating to the gully for the following parameters: soil type², age of erosion³, and average volume of erosion before restoration as defined in the MRGP SOP⁴, page 13 and 14. Before starting the final reporting process, the contractor will reach out to the DEC to obtain updated templates for the Stormwater BMP Report and Final Performance Report. Any additional data required in a revised template beyond what is expected in the current version will be limited to existing data relating to the project held by the contractor or subcontractors.

² The description of soils as erodible sand/ fine sand / silt in layers is sufficient (source: *The Gully Stabilization and Stormwater Mitigation at the Health Center, Plainfield Final (100%) Design Report*, dated February 19, 2020.)

³ The age of erosion may be determined using either method 1 or 2 outlined in the MRGP SOP.

⁴ *Draft Standard Operating Procedures for Tracking & Accounting of Stormwater Permit Programs: Municipal Roads General Permit (MRGP)* prepared by Vermont Agency of Natural Resource Department of Environmental Conservation, dated 6/1/2020.

**ATTACHMENT B
PAYMENT PROVISIONS**

1. The State shall pay Contractor as follows:

	Performance Measure	Deliverable	Estimated Deliverable Due Date	Payment
1	Final Design	• Copy of Final Permit documentation	October 31, 2021	10% of total award
		• Signed 10-yr (minimum) third party Operation and Maintenance Plan & Agreement		10% of total award
		• Meeting notes • Final design ⁵		10% of total award
2	Interim Reports with progress to date, photos, budget status and narrative	• Interim report 1 • Interim report 2 • Interim report 3	July 1, 2021 January 6, 2022 May 23, 2022 ⁶	20% of total award for each report
3	Provide final report, including Stormwater BMP ⁷ , Final Performance Reports ⁸ and As built design and final inspection report	• Stormwater BMP Report (indicate BMP status as constructed) • Final Performance Report including before and after photos • As built design and final inspection report	November 1, 2022	10% of award
				Not to exceed maximum award amount

2. Once a deliverable(s) is accepted by the State, the Contractor may submit an invoice in the amount associated with the deliverable(s) as shown in the deliverables table on Attachment B.
3. Contractor shall submit and upload detailed invoices to <https://anronline.vermont.gov/home>. Invoices and deliverables must include the contract number. Please provide an itemized description of completed deliverable(s) achieved during the invoice period.
4. If the work described in any invoice as provided by the Contractor, has not been completed to the satisfaction of the State, as determined by the project manager, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period. The State shall not be responsible for expenses incurred by the Contractor.
5. Payment terms are Net 30 days from the date the State is in receipt of an error-free invoice.
6. All invoices must be received within 90 days after the end date of this contract. Any invoices received after 90 days may not be honored.

⁵ Final Design Report (includes synthesis of prior completed project deliverables, 100% designs, written landowners commitments to implement project and access road, and final cost-estimate with a level of effort document).

⁶ Additional updates may be requested by the State to satisfy EPA July 1st, 2022 reporting requirements in addition to the last (3rd) interim report

⁷ The Stormwater BMP Report is a required final deliverable for all projects implementing or designing stormwater BMPs. The information provided in this report allows DEC to estimate phosphorus pollutant reductions from stormwater BMPs. The most recent version is available at: <https://dec.vermont.gov/waterinvestment/cwi/grants/resources>

⁸ The Final Performance Report template is available at <https://dec.vermont.gov/water-investment/cwi/grants/resources>. It is used for annual reporting to the Vermont State Legislature and U.S. EPA. The specific Performance Measures that must be included in the final report are provided in Attachment F of this contract.

**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 Suspension or 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:

Lake Champlain Basin Program Administrative Conditions

C. Disadvantaged Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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 except as described below based upon the associated class deviation.

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and

§33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

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.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

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.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the threshold amount of

\$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40

CFR, Part 33, Section 33.502.

ATTACHMENT E
EPA General Terms and Conditions
Effective October 1, 2019

1. 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, and restrictions reflected on the official assistance award document. **Please note that EPA updated these terms and conditions to include coverage effective August 13, 2020 prohibiting the use of EPA funds to purchase certain telecommunications services or products (General Term and Condition #6) and amending the termination bases available for EPA assistance agreements (General Term and Condition #3).** 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.
- If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

- 2. 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 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 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

2.1. 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).

3. Termination (Effective 8/13/2020)

Consistent with 2 CFR 200.340, EPA may unilaterally terminate this award in whole or in part:

- a. if a recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or

- b. if the award no longer effectuates the program goals or agency priorities. Situations in which EPA may terminate an award under this provision include when:
- (i) EPA obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and EPA determines that it is in the government's interest to terminate the award;
- (ii) EPA obtains evidence that was not considered in making the award that causes EPA to significantly question the feasibility of the intended objective(s) of the award and EPA determines that it is in the government's interest to terminate the award;
- (iii) EPA determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.

Financial Information

4. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See 2 CFR 1500.8

5. Automated Standard Application Payments (ASAP) and Proper Payment Draw Down (Updated 12/11/2019)

Electronic Payments. Recipients must be enrolled or enroll in the Automated Standard Application for Payments (ASAP) system to receive payments under EPA financial assistance agreements unless:

- EPA grants a recipient specific exception or the assistance program has received a waiver from this requirement;
- The recipient is exempt from this requirement under [31 CFR 208.4](#); or,
- The recipient is a fellowship recipient pursuant to [40 CFR Part 46](#).

EPA will not make payments to recipients until the ASAP enrollment requirement is met unless the recipients fall under one of the above categories. Recipients may request exceptions using the procedures below but only EPA programs may obtain waivers.

To enroll in ASAP, complete the ASAP Initiate Enrollment form located at:

<https://www.epa.gov/financial/forms> and email it to rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27711

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account.

Approved payments are credited to the account at the financial institution of the recipient organization set up by the recipient during the ASAP enrollment process. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Research Triangle Park Finance Center (RTPFC), at rtpfc-grants@epa.gov or 919-541-5347, or by visiting: <https://www.fiscal.treasury.gov/asap/>.

EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the recipient demonstrates to EPA that receiving payment via ASAP places an undue administrative or financial management burden on the recipient or EPA determines that granting the waiver is in the public interest. Recipients may request an exception to the requirement by following the procedures specified in [RAIN-2018-G06](#).

Proper Payment Drawdown (for recipients other than states)

- a. As required by [2 CFR 200.305\(b\)](#), the recipient must draw funds from ASAP only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors, subrecipients or to satisfy other obligations for allowable costs under this assistance agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within 5 business days of drawdown will comply with this requirement and the recipient agrees to meet this standard when performing this award.
- b. Recipients may not retain more than 5% of the amount drawn down, or \$1,000 whichever is less, 5 business days after drawdown to materially comply with the standard. Any EPA funds subject to this paragraph that remain undisbursed after 5 business days must be fully disbursed within 15 business days of draw down or be returned to EPA.
- c. If the recipient draws down EPA funds in excess of that allowed by paragraph b., the recipient must contact rtpfc-grants@epa.gov for instructions on whether to return the funds to EPA. Recipients must comply with the requirements at [2 CFR 200.305\(b\)\(8\) and \(9\)](#) regarding depositing advances of Federal funds in interest bearing accounts.
- d. Information on how to repay EPA via check is available at <https://www.epa.gov/financial/makepayment>. Instructions on how to return funds to EPA electronically via ASAP are available at <https://www.fiscal.treasury.gov/asap/>
- e. Failure on the part of the recipient to materially comply with this condition may, in addition to EPA recovery of the un-disbursed portions of the drawn down funds, lead to changing the payment method from advance payment to a reimbursable basis. EPA may also take other remedies for noncompliance under [2 CFR 200.207](#) and/or [200.338](#).
- f. If the recipient believes that there are extraordinary circumstances that prevent it from complying with the 5-business day disbursement requirement throughout the performance period of this agreement, recipients may request an exception to the requirement by following the procedures specified in [RAIN-2018-G06](#). EPA will grant exceptions to the 5-business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest.

Selected Items of Cost

6. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective 8/13/2020)**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management](#) exclusion list.

7. 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.

8. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at: <https://epa.gov/grants/epa-subaward-policy>.

As a pass-through entity, the recipient agrees to:

8.1. Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2CFR 200.330 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

a. For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

b. Stipends and travel assistance for trainees (including interns) and similar individuals who are not employees of the pass-through entity must be classified as participant support costs rather than subawards as required by 2 CFR 200.75 and 2 CFR 200.92.

8.2. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.331(a). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

8.3. Prior to making subawards, ensure that each subrecipient has a "unique entity identifier." This identifier is required for registering in the System for Award Management (SAM) and by 2 CFR Part 25 and 2 CFR 200.331(a)(1). The unique entity identifier currently is the subrecipient's Data Universal Numbering System (DUNS) number. Information regarding obtaining a DUNS number and registering in SAM is available in the General Condition of the pass-through entity's agreement with EPA entitled "**Central Contractor Registration/System for Award Management and Universal Identifier Requirements**" T&C of the pass-through entity's agreement with the EPA.

8.4. Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.331(a)(2). These requirements include, among others:

a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

b. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"

c. Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"

d. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees.**"

e. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

8.5. Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.331(b) and document the evaluation. Risk factors may include:

- a. Prior experience with same or similar subawards;
- b. Results of previous audits;
- c. Whether new or substantially changed personnel or systems, and;
- d. Extent and results of Federal awarding agency or the pass-through entity's monitoring.

8.6. Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.331(c). Examples of additional requirements authorized by 2 CFR 200.207 include:

- a. Requiring payments as reimbursements rather than advance payments;
- b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- c. Requiring additional, more detailed financial reports;
- d. Requiring additional project monitoring;
- e. Requiring the non-Federal entity to obtain technical or management assistance, and
- f. Establishing additional prior approvals.

8.7. Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.331(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

8.8. Establish and maintain an accounting system which ensures compliance with the \$25,000 limitation at 2 CFR 200.68 on including subaward costs in Modified Total Direct Cost for the purposes of distributing indirect costs.

8.9. Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA), prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

- 8.10. Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR Part 200.308.
- 8.11. Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.
- 8.12. Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.
- 8.13. Establish and maintain a system under 2 CFR 200.331(d)(3) and 2 CFR 200.521(c) for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.
- 8.14. As provided in 2 CFR 200.332, pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are authorized in official EPA pilot projects. Recipients should consult with their EPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 7.1 through 7.14 above or will refrain from making subawards until the systems are designed and implemented.

9. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. Federal Employee Costs

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

11. Foreign Travel

EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the

U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g. for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

12. The Fly America Act and Foreign Travel

The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

Reporting and Additional Post-Award Requirements

13. Central Contractor Registration/System for Award Management and Universal Identifier Requirements

13.1.Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

13.2.Requirement for Data Universal Numbering System (DUNS) numbers. If the recipient is authorized to make subawards under this award, the recipient:

- a. Must notify potential subrecipients that no entity (definition paragraph 12.3 of this award term) may receive a subaward unless the entity has provided its DUNS number.
- b. May not make a subaward to an entity unless the entity has provided its DUNS number.

13.3. Definitions. For the purposes of this award term:

- a. **System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site: <https://www.sam.gov/SAM/>
- b. **Data Universal Numbering System (DUNS) number** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform/>).

c. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- 13.3.c.1. A Governmental organization, which is a State, local government, or Indian tribe;
- 13.3.c.2. A foreign public entity;
- 13.3.c.3. A domestic or foreign nonprofit organization;
- 13.3.c.4. A domestic or foreign for-profit organization; and

- 13.3.c.5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

d. Subaward:

- 13.3.d.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

- 13.3.d.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

- 13.3.d.3. A subaward may be provided through any legal agreement, including an agreement that the recipient considers a contract.

e. Subrecipient means an entity that:

- 13.3.e.1. Receives a subaward from the recipient under this award; and

- 13.3.e.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

14. Reporting Subawards and Executive Compensation

14.1. Reporting of first-tier subawards.

- a. **Applicability.** Unless the recipient is exempt as provided in paragraph 12.4. of this award term, the recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 12.5 of this award term).
- b. **Where and when to report.** (1) The recipient must report each obligating action described in paragraph 12.1.a of this award term to www.fsrc.gov. (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)
- c. **What to report.** The recipient must report the information about each obligating action as described in the submission instructions available at: <http://www.fsrc.gov>.

14.2. Reporting Total Compensation of Recipient Executives.

- a. **Applicability and what to report.** The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:
- 14.2.a.1. the total Federal funding authorized to date under this award is \$25,000 or more;
- 14.2.a.2. in the preceding fiscal year, the recipient received:(i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

14.2.a.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: <http://www.sec.gov/answers/execomp.htm>.)

b. Where and when to report. The recipient must report executive total compensation described in paragraph 12.2.a of this award term: (i.) As part of the registration Central System for Award Management profile available at <https://www.sam.gov/SAM/> (ii.) By the end of the month following the month in which this award is made, and annually thereafter.

14.3. Reporting of Total Compensation of Subrecipient Executives.

a. Applicability and what to report. Unless exempt as provided in paragraph 12.4. of this award term, for each first-tier subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

14.3.a.1. in the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

14.3.a.2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: <http://www.sec.gov/answers/execomp.htm>.)

b. Where and when to report. The recipient must report subrecipient executive total compensation described in paragraph 12.3.a. of this award term:

14.3.b.1. To the recipient.

14.3.b.2. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

14.4. Exemptions

a. If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:

14.4.a.1. subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

14.5. Definitions. For purposes of this award term:

a. Entity means all of the following, as defined in 2 CFR Part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; (iv.) A domestic or foreign for-profit organization; (v.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

b. Executive means officers, managing partners, or any other employees in management positions.

c. Subaward:

14.5.c.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that the recipient award to an eligible subrecipient.

14.5.c.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

14.5.c.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

d. Subrecipient means an entity that:

14.5.d.1. Receives a subaward from the recipient under this award; and

14.5.d.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

14.5.e.1. Salary and bonus.

14.5.e.2. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

14.5.e.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

14.5.e.4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

14.5.e.5. Above-market earnings on deferred compensation which is not tax-qualified.

14.5.e.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

15. Recipient Integrity and Performance Matters - Reporting of Matters Related to Recipient Integrity and Performance

15.1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

15.2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:

15.2.c.1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

15.2.c.2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

15.2.c.3. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

15.2.c.4. Any other criminal, civil, or administrative proceeding if:

15.2.c.4.1. It could have led to an outcome described in paragraph 13.2.c.1, 13.2.c.2, or 13.2.c.3 of this award term and condition;

15.2.c.4.2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

15.2.c.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

15.3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

15.4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 13.1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

15.5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level

but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

15.5.c.1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

15.5.c.2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

16. Federal Financial Reporting (FFR) (Updated 12/11/2019)

Pursuant to 2 CFR 200.327 and 200.343, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document. EPA recipients must submit the SF-425 no later than 30 days after the end of each specified reporting period for quarterly and semi-annual reports, and 90 calendar days for annual and final reports. Extension of reporting due dates may be approved by EPA upon request of the recipient. The FFR form is available on the internet at: <https://www.epa.gov/financial/forms> All FFRs must be submitted to the Research Triangle Park Finance Center (RTPFC) via email at rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27703

The RTPFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

17. Indirect Cost Rate Agreements

This term and condition implements EPA's [Indirect Cost Policy for Recipients of EPA Assistance Agreements](#) (IDC Policy) and applies to all EPA assistance agreements unless there are [statutory or regulatory limits on IDCs](#).

In order for the assistance agreement recipient to use EPA funding for indirect costs, the IDC category of the recipient's assistance agreement award budget must include an amount for IDCs and at least one of the following must apply:

- With the exception of "exempt" agencies and Institutions of Higher Education as noted below, all recipients must have one of the following current (not expired) IDC rates, including IDC rates that have been extended by the cognizant agency:
 - Provisional;
 - Final;
 - Fixed rate with carry-forward;
 - Predetermined;
 - 10% *de minimis* rate authorized by 2 CFR 200.414(f)

- EPA-approved use of one of the following on an exception basis for EPA agreements:
 - 10% *de minimis* as detailed in section 6.3 of the IDC Policy; or
 - Expired fixed rate with carry-forward as detailed in section 6.4.a. of the IDC Policy.
- “Exempt” state or local governmental departments or agencies are agencies that receive up to and including \$35,000,000 in Federal funding per the department or agency’s fiscal year, and must have an IDC rate proposal developed in accordance with [2 CFR 200 Appendix VII](#), with documentation maintained and available for audit.
- Institutions of Higher Education must use the IDC rate in place at the time of award for the life of the assistance agreement (unless the rate was provisional at time of award, in which case the rate will change once it becomes final). As provided by [2 CFR Part 200, Appendix III\(C\)\(7\)](#), the term “life of the assistance agreement”, means each competitive segment of the project. Additional information is available in the regulation.

IDCs incurred during any period of the assistance agreement that are not covered by the provisions above are not allowable costs and must not be drawn down by the recipient. Recipients may budget for IDCs pending approval of their IDC rate by the cognizant Federal agency or an exception granted by EPA under section 6.3 or 6.4 of the IDC Policy. However, recipients may not draw down IDCs until their rate is approved, if applicable, or EPA grants an exception. IDC drawdowns must comply with the indirect rate corresponding to the period during which the costs were incurred.

This term and condition does not govern indirect rates for subrecipients or recipient procurement contractors under EPA assistance agreements. Pass-through entities are required to comply with [2 CFR 200.331\(a\)\(4\)](#) when establishing indirect cost rates for subawards.

See the [Indirect Cost Guidance for Recipients of EPA Assistance Agreements](#) for additional information.

18. Audit Requirements

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient’s fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: [https://harvester.census.gov/facides/\(S\(3wauez2yufokbe3engv0dtek\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(3wauez2yufokbe3engv0dtek))/account/login.aspx). For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <https://harvester.census.gov/facweb/Default.aspx>.

19. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at: <https://www.epa.gov/grants/frequent-questions-about-closeouts>

20. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled “Covered Transactions,” and 2 C.F.R. § 1532.220, includes a term or condition

requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

- 21. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.** This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A “corporation” is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has 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, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has 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 it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The Recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on a tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR 200.338, and may also pursue suspension and debarment.

22. Disclosing Conflict of Interests

- 22.1. For awards to Non-federal entities and individuals (other than states and fellowship recipients under 40 CFR Part 46).**

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR

200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

22.2. For awards to states including state universities that are state agencies or instrumentalities

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is

posted at: <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy> . The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.74. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of a potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

23. Transfer of Funds

Applicable to all assistance agreements other than Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when the amount of the award exceeds the 2 CFR 200.88 Simplified Acquisition Threshold.

- (1) As provided at 2 CFR 200.308(e), recipient must obtain prior approval from EPA's Grants Management Officer if the cumulative amount of funding transfers among direct budget categories or programs, functions and activities exceeds 10% of the total budget. Recipients must submit requests for prior approval to the Grant Specialist and Grants Management Officer for this agreement.
- (2) Recipients must notify EPA's Grant Specialist and Project Officer of cumulative funding transfers among direct budget categories or programs, functions and activities that do not exceed 10% of the total budget for the

agreement. Recipients must also notify the EPA Grant Specialist and Project Officer when transferring funds from direct budget categories to the indirect cost category or from the indirect cost category to the direct cost category. Prior approval by EPA's Grant Management Officer is required if the transfer involves any of the items listed in 2 CFR 200.407 that EPA did not previously approve at time of award or in response to a previous post-award request by the recipient.

Applicable to Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514. when the amount of the award exceeds the 2 CFR 200.88 Simplified Acquisition Threshold.

Recipients of continuing environmental program grants subject to 40 CFR 35.114 and 40 CFR 35.514 must notify the EPA Grant Specialist and Project Officer of funding transfers among direct budget categories, programs, functions and activities or transfers that change amounts budgeted for indirect costs, but prior EPA approval is not required unless the transfer results in significant changes to work plan commitments. Recipients must obtain prior written approval if the transfer involves any of the items listed in 2 CFR 200.407 that EPA did not previously approve at time of award, in response to a previous post-award request by the recipient, or is subject to an EPA waiver of prior approval under 40 CFR 35.114(d) or 40 CFR 35.514(d).

Programmatic General Terms and Conditions

24. Sufficient Progress

EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

25. Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

26. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at [iEdison.gov](https://www.edison.gov). Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at [iEdison.gov](https://www.edison.gov). EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”

27. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: <https://www.nsf.gov/awards/managing/rtc.jsp>. A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

28. 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 <https://www.access->

board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/guide-to-the-section-508-standards).

29. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

30. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20, 1985). The nine principles can be viewed at <https://olaw.nih.gov/policies-laws/phs-policy.htm>. For additional information about the Principles, the recipient should consult the *Guide for Care and Use of Laboratory Animals*, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: <http://www.nap.edu/readingroom/books/labrats/>.

31. Light Refreshments and/or Meals

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

32. Tangible Personal Property**32.1 Reporting** Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for

Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to

40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

32.2. Disposition

- 32.2.1 Most Recipients.** Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.
- 32.2.2 State Agencies.** Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.
- 32.2.3 Superfund Recipients.** Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

33. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern (EPA DURC Order) and United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy). If the recipient is an institution within the United States that receives funding through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

*"Life Sciences Research," for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

34. Research Misconduct

In accordance with 2 CFR 200.328, the recipient agrees to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

- (1) Immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:
 - A. Public health or safety is at risk.

- B. Agency resources or interests are threatened.
- C. Circumstances where research activities should be suspended.
- D. There is a reasonable indication of possible violations of civil or criminal law.
- E. Federal action is required to protect the interests of those involved in the investigation.
- F. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved.
- G. Circumstances where the research community or public should be informed. [65 FR 76263.III]

(2) Report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

35. Scientific Integrity Terms and Conditions

The recipient agrees to comply with [EPA's Scientific Integrity Policy](#) when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The recipient agrees to:

35.1 Scientific Products

- 35.1.1 Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA [information quality guidelines, quality policy](#), and peer review policy.
- 35.1.2 Prohibit all recipient employees, contractors, and program participants, including scientists, managers, and other recipient leadership, from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions.
- 35.1.3 Adhere to [EPA's Peer Review Handbook, 4th Edition](#), for the peer review of scientific and technical work products generated through EPA grants or cooperative agreements which, by definition, are not primarily for EPA's direct use or benefit.

35.2 Scientific Findings

- 35.2.1 Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g., the methods used are clear and appropriate, the presentation of results and conclusions is impartial.
- 35.2.2 Ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by employees, contractors, and program participants, who assist with developing or applying the results of scientific activities.
- 35.2.3 Include, when communicating scientific findings, an explication of underlying assumptions, accurate contextualization of uncertainties, and a description of the probabilities associated with both optimistic and pessimistic projections, if applicable.
- 35.2.4 Document the use of independent validation of scientific methods.
- 35.2.5 Document any independent review of the recipient's scientific facilities and testing activities, as occurs with accreditation by a nationally or internationally recognized sanctioning body.

- 35.2.6 Make scientific information available online in open formats in a timely manner, including access to data and non-proprietary models.

35.3 Scientific Misconduct

- 35.3.1 Prohibit intimidation or coercion of scientists to alter scientific data, findings, or professional opinions or non-scientific influence of scientific advisory boards. In addition, recipient employees, contractors, and program participants, including scientists, managers, and other leadership, shall not knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty.
- 35.3.2 Prohibit retaliation or other punitive actions toward recipient employees who uncover or report allegations of scientific and research misconduct, or who express a differing scientific opinion. Employees who have allegedly engaged in scientific or research misconduct shall be afforded the due process protections provided by law, regulation, and applicable collective bargaining agreements, prior to any action. Recipients shall ensure that all employees and contractors of the recipient shall be familiar with these protections and avoid the appearance of retaliatory actions.
- 35.3.3 Require all recipient employees, contractors, and program participants to act honestly and refrain from acts of research misconduct, including publication or reporting, as described in [EPA's Policy and Procedures for Addressing Research Misconduct](#), Section 9.C. Research misconduct does not include honest error or differences of opinion. While EPA retains the ultimate oversight authority for EPA-supported research, grant recipients conducting research bear primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution.
- 35.3.4 Take the actions required on the part of the recipient described in EPA's Policy and Procedures for Addressing Research Misconduct, Sections 6 through 9, when research misconduct is suspected or found.

35.4 Additional Resources

For more information about the Scientific Integrity Policy, an introductory video can be accessed at: <https://youtu.be/FQJCy8BXXq8>. A training video is available at: <https://youtu.be/Zc0T7foot8>.

Public Policy Requirements

36. Civil Rights Obligations (Updated 5/7/2020)

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) Certifications and Representations in Sam.gov 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 federal and EPA regulations.

a. Statutory Requirements

- i. In carrying out this agreement, the recipient must comply with:
 1. 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.

2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- ii. If the recipient is an education program or activity (e.g., school, college or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:
1. 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. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and <https://www.justice.gov/crt/title-ix>
- iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:
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.

b. Regulatory Requirements

- i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
1. For Title IX obligations, 40 C.F.R. Part 5; and
 2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
 3. For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
 4. 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.

c. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- i. 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: <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>
- ii. 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: <https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf>

- iii. 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.

37. 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 www.ecfr.gov/.

38. 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 <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

39. Lobbying Restrictions

a) This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:

- i) The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii) The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii) In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

iv) Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v) By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

b) Applicable to assistance agreements when the amount of the award is over \$100,000:

i) By accepting this award, the recipient certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked [Standard Form -- LLL, "Disclosure Form to Report Lobbying."](#) in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

40. 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.

41. 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.

42. Trafficking in Persons

a. Provisions applicable to a recipient that is a private entity.

- i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity—
 1. Is determined to have violated a prohibition in paragraph a of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. 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.

b. 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—

- i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either—
 1. Associated with performance under this award; or
 2. 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

c. Provisions applicable to any recipient.

- i. The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph a of this award term.
- ii. Our right to terminate unilaterally that is described in paragraph a and b:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- iii. The recipient must include the requirements of paragraph a of this award term in any subaward made to a private entity.

d. Definitions. For purposes of this award term:

- i. “Employee” means either:
 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 2. 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.
- ii. “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.
- iii. “Private entity”:
 1. 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.
 2. Includes:
 - a. 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).
 - b. A for-profit organization.
- iv. Sever 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)

Performance Measures for Final Report

Performance Measures/Outputs	
Construction of a regraded stormwater-settling area with water level controlled by a rip-rap filter berm	Cubic yards of storage volume Cubic yards of catch basin outfall erosion remediated.
In gully restoration of "Plainfield Gully"	Linear feet of stream restored. Square feet of gully restored

Executive Committee
Department of Environmental Conservation
Request for Approval to Subcontract

Date of Request:	
Original Contractor:	Central Vermont Regional Planning
Address:	29 Main St Ste 4, Montpelier VT, 05602
Phone Number:	
Agreement #:	41478

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount:	\$

Original Contractor Signature:	
By signing above, the Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 23).	

DEC Business Office Review

Approval: _____ **Date:** _____

On the reverse side of this form there is guidance about language that must be included by the contractor in subcontracting agreements.

Per Attachment C, subcontractors must include standard language from Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont

1. 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").



May 7, 2021

Andres Torizzo, Principal
Watershed Consulting Associates, LLC
208 Flynn Avenue, Suite 2H
Burlington, VT 05406

RE: Stormwater Services Master Agreement, Addendum 2, Amendment 1 - Scope of Work and Cost Estimate for Moretown Elementary School Stormwater Mitigation Final Design

Dear Andres:

The Central Vermont Regional Planning Commission (CVRPC) is amending your contract for the Moretown Elementary School Stormwater Final Design. The amendment is necessary because the Town of Moretown requested a revised 60% design for the Moretown Town Office stormwater treatment to replace the gravel wetland design with a bioretention treatment.

Under the terms of our Master Agreement, dated May 16, 2019, this amendment letter, your original proposal, your cost estimate for the 60% re-design, previous addendums, 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 Moretown

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 type="checkbox"/>	Amendment <input checked="" type="checkbox"/> #2019-04.02.A1
Task Amount: \$38,129.00	Task Start Date: 06/08/20	Task End Date: 09/30/21
Total Master Contract Value: \$73,054.00		
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: 063197911		
DUNS Registered Name <i>(if different than Contractor Name above)</i> :		
SAM checked for DUNS Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File)		
Date: 05/06/21	Initials: BKW	SAM Expiration Date: 07/17/21
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment Print Screen Must be Placed in Contract File)		
Date: 05/06/21	Initials: BKW	Debarment Expiration Date: N/A
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: 05/04/20	Initials: PD	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file))		
Date: 05/06/21	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: 05/04/20	Initials: PD	
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: 05/04/20	Initials: PD	
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: 04/09/19	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: 04/30/20	Initials: PD	

Part 1 – Contract Detail

SECTION 3 – FUNDING SOURCE

Funding Type: <input type="checkbox"/> Federal	CFDA #:	Program Title:
	FAIN:	Amount of Federal Funding:
	Federal Awarding Agency:	
	Federal Award Date:	Project Description:
<input checked="" type="checkbox"/> State	Contract #: 2019-ERP-D-3-03	
<input type="checkbox"/> Other	Source:	

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator

Name: Pamela DeAndrea
 Title: Senior Planner
 Work Phone: 802-229-0389
 Email: deandrea@cvregion.com

Finance/Billing

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

CONTRACTOR

Project Contact/Manager

Name: Andes Torizzo
 Title: Principal
 Work Phone: 802-497-2367
 Cell Phone (if applicable):
 Email: andres@watershedca.com

Finance/Billing

Name: Andes Torizzo
 Title: Principal
 Work Phone: 802-497-2367
 Cell Phone (if applicable):
 Email: andres@watershedca.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. *Moretown Elementary School Stormwater Mitigation Final Design.* 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.

Milestone		Deliverable(s)	Due Date	Cost
1. Kickoff Meeting		Meeting attendance, meeting minutes	July 3, 2020	\$890
2. 60% Engineering Design	2.1 60% Design	60% Design topographic survey map, existing conditions plan, soils report, and 60% landscaping plan	December 13, 2020	\$12,295
	2.2 60% Design Report	Summary Report including cost estimates, permit needs, O&M needs, treatment efficiencies, and site photos	January 31, 2021	
	2.3 Design Review Meetings	Meeting attendance and meeting minutes	March 27, 2021	
2.a. 60% Engineering re-design	60% Design, Report and Review Meeting	Design plans, updated report and meeting minutes	June 11, 2021	\$6,171
3. 90% Engineering Design	3.1 90% Design and Summary Report	Updated 90% design and Summary Report including cost estimates and updated 90% landscaping plan	June 25, 2021	\$10,444

<i>Milestone</i>		<i>Deliverable(s)</i>	<i>Due Date</i>	<i>Cost</i>
	3.2 Design Review Meetings	Meeting attendance and meeting minutes	July 30, 2021	
4. 100% Design and Summary Report		100% Designs, updated Summary Report, updated cost estimate, bid documents, BMO storage and treatment values needed for VTDEC BMP Implementation Final Report, final landscaping plan	August 27, 2021	\$7,829
5. Educational Sign		Educational Sign (digital format)	July 30, 2021	\$500
Total				\$38,129

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: May 27, 2021
 To: Executive Committee
 From: Nancy Chartrand, Office Manager
 Re: Office Lease

ACTION REQUESTED: Authorize staff to negotiate a 10-year lease, to include owner improvements, with Bigglestone Investments for the office space at 29 Main Street, Suite 4, Montpelier.

CVRPC's current lease expires on September 30, 2021. Notice to move or remain must be provided by June 30th. Staff released a Request for Proposals for office space on April 16, 2021. From the proposals received, CVRPC's top two choices are outlined below:

Site	Rent & Utilities	Conference Rental ¹	Other Costs	Five-Year Estimate	Ten-Year Estimate	Parking	Downtown
29 Main St, Montpelier	\$42,384 (Yrs 1-5) ² \$43,709 (Yrs 6-10)	\$1,750– 2,000	\$5,000 ³ One-time	\$224,285	\$452,192	Metered nearby	Yes
252 Main St, Montpelier	\$53,587 with 2-4% annual escalation	\$1,750- 2,000	\$12,500 ⁴ One-time	\$300,734 (at 2%) \$312,109 (at 4%)	\$617,992 (at 2%) \$674,601 (at 4%)	Free onsite	No (~1-mile away)

CVRPC's current rent with utilities is \$42,384 and conference rental is \$1,750 annually (\$220,670 for 5 years).

The owner investments at 29 Main Street would improve the office space (see attached). Additional investment by CVRPC would support higher occupancy through better space utilization. Staff will explore what the investment would look like, its cost, and how to pay for it if the lease negotiation is approved. A

¹ Cost range is current cost and 1.5% annual escalation.

² Includes owner investment to expand and enclose the conference room, convert 1-person office to 2-person, and install kitchenette with sink.

³ Relocate server and other contents during construction of improvements.

⁴ Moving office contents, server, and copier and limited IT fit up.

CVRPC investment of \$78,949 in its current space would bring the 5-year cost equivalent to the 252 Main Street cost.

Background

Ten proposals were received for spaces in Montpelier, Barre, and Berlin. Of the proposals received:

- two were disqualified due to receipt after the deadline.
- two were eliminated due to cost.
- two were eliminated due to space being insufficient for our needs.
- four were chosen for site tours and further discussion.

Of the four sites toured, one site was determined not to be conducive to our office needs compared to the other three spaces. Staff requested additional information regarding fit up and layout from the remaining three sites, including two options for the 252 Main Street property. The original and supplemental information were used to compare and contrast the sites.

The original option for the 252 Main Street property used two floors, which included a large conference room sufficient for the Board and TAC. It was 3,450 SF of office space; CVRPC's current space is 2,649. The 5-year and 10-year estimated costs were \$387,799 and \$798,351 respectively at a 2% annual escalation. The second option, leasing the second floor only (no Board-sized conference room) represented 2,315 SF and is detailed in the table above.

The third space was the Blanchard Block in Barre. It was 3,500 SF of office space, accommodating staff and a Board-size conference room in a newly renovated, downtown historic building with paid parking nearby. The 5-year and 10-year estimated costs were \$395,450 and \$798,336 respectively. This includes an owner investment of \$175,000 to fit up the space. Differences between the preliminary and final proposal indicate CVRPC could have achieved a rent reduction with a contribution to the fit up. The preliminary 5-year estimated cost was \$294,950. Rent escalation for a 10-year lease was not identified by the owner. Assuming a minimum 2% escalation, the 10-year cost would have been \$585,335. The cost differential suggests the owner anticipated at least a \$100,000 contribution to the fit up from CVRPC.

bigglestone investments

65 main street montpelier vt 05602 (802) 223-2393

May 5, 2021

Central Vermont Regional Planning

Thank you for allowing us to provide you with a proposal. As your current landlord, we certainly have enjoyed your organization as a tenant over the last 20 years. We would love to continue that relationship for at least another 10. With work from home the current standard, it is an excellent opportunity to get all of the boxes of your wishlist on changes to the current office space checked off. Staff would be able to come back to a better, more efficient workspace. We would like to make that happen for your organization. Improvements made (per your request) to the current office space will not result in a dramatic increase in current rent. We would hold rent at the current rate for the first five years and then propose a small increase in years 6-10 to allow for inflation over the 10 year term. Again, it has been a pleasure to be your landlord and hope we can continue this relationship (in an improved space) for many years to come.

Kent & Eric Bigglestone

bigglestone investments

II. BACKGROUND

The Central Vermont Regional Planning Commission (CVRPC) works to assist its 23 member municipalities in providing effective local government and to work cooperatively with them to address regional issues. As one of eleven regional planning commissions enabled through 24 VSA §4341, CVRPC is a political subdivision of the State. As such, it is a tax exempt organization.

III. PROPOSALS

CONTENTS & SUBMISSION

Cost Proposal

Proposals are requested for a 5-year lease with an optional 5-year extension; and must provide details as to whether or not fit-up/build out for space will be included to meet stated needs.

Proposal should provide details as outlined below:

SECTION 1 - INFORMATION ON THE PROPOSED LANDLORD		
Name of proposed landlord <i>Biggestone Investments (current landlord)</i>		
Address (number and street, city, state, ZIP code) <i>65 Main Street</i>		
Name of contact person <i>ERIC BIGGESTONE</i>	Telephone number <i>802 244-0489</i>	
DBE / WBE <input type="checkbox"/> Yes <input type="checkbox"/> No		
SECTION 2 - INFORMATION ABOUT PROPOSED PROPERTY		
Address of proposed property (number and street, city, county, state, ZIP code) <i>27 Main Street Montpelier VT 05602</i>		
Is the property a multi-tenant or single tenant building? <i>multi-tenant</i>	Is the property ADA compliant? <i>YES</i>	
Is the property located in the 100-year floodplain? <i>YES</i>	Has the structure in which the proposed space is located been subject to flooding? If yes, specify when and to what degree. <i>YES 1992 - Filled basement</i>	
What type of construction is the building? <i>Concrete & Brick</i>		
Age of the building <i>1972</i>	Total rentable square feet within the building <i>15,643</i>	Square feet available for lease** <i>2,649 (current space)</i>
Move in condition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Common Areas (If Yes, provide details) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Voice/Data Installed (If Yes, provide details) <input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3 - PROPOSAL		
Amount of square feet proposed to lease	Proposed commencement date	Cost per square foot
Cost per square foot includes:		
Parking <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, how many and where located (diagram should be included) <i>PARKING IS AVAILABLE, DIRECTLY NEXT TO THE BUILDING BUT IT IS NOT INCLUDED. IT IS A PUBLIC PARKING LOT</i>	
Utility usage (i.e., water, HVAC, electric gas, sewer) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If No, explain:	

Maintenance, upkeep and repair of all the building structure and systems <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If No, explain: 2019 HVAC REPLACEMENT THAT SERVES THE SPACE
Trash/Recycling removal <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, provide frequency and location of receptacles WEEKLY. RECEPTACLES LOCATED ON FIRST FLOOR BEHIND A LOCKED DOOR (KEY PROVIDED)
Janitorial services <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, describe the services to be performed and frequency ON BATHROOMS AND HALLWAYS. NOT INDIVIDUAL SPACES OF TENANTS IN THE BUILDING
Additional services and / or charges <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, please explain and outline costs associated

Improvements to the property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Describe the improvements and amount to be spent on improvements that are included in the rental rate of this proposal (use an extra sheet if necessary) SEE ATTACHED PROPOSAL FOR REMODELING CURRENT SPACE		
Escalations in Base Rent: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	YR 1: \$16/sq YR 2: \$16/sq YR 3: \$16/sq YR 4: \$16/sq YR 5: \$16/sq	\$ Annually: \$42,383.40 \$ Annually: \$42,383.40 \$ Annually: \$42,383.40 \$ Annually: \$42,383.40 \$ Annually: \$42,383.40	\$ Monthly: \$3,531.95 \$ Monthly: \$3,531.95 \$ Monthly: \$3,531.95 \$ Monthly: \$3,531.95 \$ Monthly: \$3,531.95
Five Year Option Extension <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	YR 6: \$16/sq YR 7: \$16/sq YR 8: \$16/sq YR 9: \$16/sq YR 10: \$16/sq	\$ Annually: \$43,708.50 \$ Annually: \$43,708.50 \$ Annually: \$43,708.50 \$ Annually: \$43,708.50 \$ Annually: \$43,708.50	\$ Monthly: \$3,642.37 \$ Monthly: \$3,642.37 \$ Monthly: \$3,642.37 \$ Monthly: \$3,642.37 \$ Monthly: \$3,642.37

SEE BELOW
↓
DUE TO THE COST OF REMODELING WE WOULD ASK FOR A 10 YEAR TERM ON LEASE

Sublease Provision: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(Tenant will or will not have the right to sublet the property with Landlord's prior written permission)
--	--

HEAT + ELECTRICITY INCLUDED IN RENT

Two (2) reference contacts comprised of current tenants to whom the proposer leases property is requested:

VT RIVER CONSERVANCY - RICHARDA ERICSSON richarda@vermontriverconservancy.org
802 229 0820
MULTI CULTURAL MEDIA / ROOTSTOCK PUBLISHING - STEPHEN MCARTHUR stephen@rootstockpublishing.com
802 839-0371

****A floor plan of proposed space must be included.**

Submission Requirements

Proposals must be clearly marked "Office Space Proposal" and submitted electronically to chartrand@cvregion.com.

The CVRPC assumes no responsibility and no liability for costs incurred relevant to the preparation and submission of the proposal or any other costs prior to issuance of a contract.



P.O. Box 449
East Barre, VT. 05649
(802) 479-1078

February 7, 2020
Revised: March 2, 2021

Capitol Stationers
73 Main St
Montpelier, VT 05602
(802)223-2393

Attn: Kent Bigglestone

-PROPOSAL -

Labor, materials and equipment to renovate Capitol Stationers 2nd Floor Office located at 29 Main St, Montpelier, VT, as per plans by Allen Lumber dated 1-24-2020. Any unforeseen conditions encountered may result in added cost. Any additional requirements from state or local authorities after plan review may result in a change to the scope of work and project cost. All work will occur during regular business hours (7:30 AM- 4:00 PM). Due to the current Volatile market for construction materials, actual material cost increases above the estimated material costs will be addressed as a change order.

Includes:

General Conditions

1. Drawings.
2. Permits for the City of Montpelier.
3. Insurance.
4. Office.
5. Supervision.
6. Clean up.
7. Dump fees.

Demolition

Conference Room

8. Set up poly vinyl wall systems to protect work areas.

9. Remove all carpet.
10. Remove vinyl cove base.
11. Remove panels, mains, tees and wall angle for acoustical ceilings affected by lighting and new walls.
12. Remove end cap drywall and corner bead to extend existing walls.
13. Remove lighting fixtures.

Kitchenette/Break Room

14. Provide permanent access to crawl space.
15. Open wall for cabinet blocking.

Rough Carpentry

Conference Room

16. Frame new conference room interior walls.

Kitchenette/Break Room

17. Install blocking for water lines and cabinets.

Thermal/Moisture

Conference Room

18. Install Roxul sound-deadening insulation in new walls only.

Doors, Windows and Glass

Conference Room

19. Install (1) new 3/0-6/8 x 1 3/8" solid core birch outswing interior double door, wood jamb, half glass w/ lever handle and closer.
20. Install (1) new 3/0-6/8 x 1 3/8" solid core birch left outswing interior door, wood jamb, w/ lever handle and closer.

Office

21. Relocate existing office door as per plan.

Finish Carpentry

Conference Room

22. Install door trim to match existing.

Office

23. Install door trim to match existing.

Kitchenette/Break Room

24. Install new kitchen cabinets (upper and lower) in break room, as per drawing.
25. Install formica countertop in break room.

Finishes**Conference Room**

26. Install 5/8" drywall on new interior walls.
27. Install non-directional, textured 2" x 4" panel, suspended ceilings
28. Tape and paint all new and existing drywall walls.
29. Repair walls and ceilings where doors and walls were removed.
30. Install new carpet tiles in conference room.
31. Install matching vinyl cove base on all new walls.

Electrical**Conference Room and Office**

32. Electrical Permit
33. Demo existing office walls
34. (10) new light openings
35. Move (4) data jacks
36. (3) new Outlets in conference room
37. (2) new outlets in the office.
38. (2) new outlets in the reception area.
39. (2) new switches.
40. (1) new data location in the reception area.
41. (10) new 2x4 flat panel LED fixtures.
42. (2) new Occupancy sensors
43. Rearrange existing lighting rows for new walls, take down existing 8' strips and install existing 4' strips.

Kitchenette

44. (3) GFCI outlets above the counter.
45. (1) outlet for the refrigerator.
46. (1) new circuit back to the existing breaker panel.
47. Repair (8) ceiling cans and install a switch to operate,

Plumbing & Heating**Kitchenette/Break Room**

48. Install hot/cold water supply lines.
49. Install drain, waste, and ventilation lines.
50. Install 20" single steel kitchen sink basin, with single handle, and sprayer.

Exclusions

- Hazardous material testing and removal
- Appliances
- Tenants are responsible for the removal of their work-related items from the affected areas, prior to work beginning.

- We assume the three breakers in the main panel are available for use. If they are not available we will need to install a new subpanel.

Price for Above Proposal w/o optional items = \$ 70,830.00

Option 1: Install 4'x4' transom window, with casing, safety glass, stops and trim in conference room = \$ 1,185.00

Option 2: Build and Install Removable Front Window frame using 2x4 frame, and 4'x8' Insulated panels = \$ 2,620.00

Option 3: Insulate w/ loose cellulose (12") front conference room floor = \$ 1,800.00

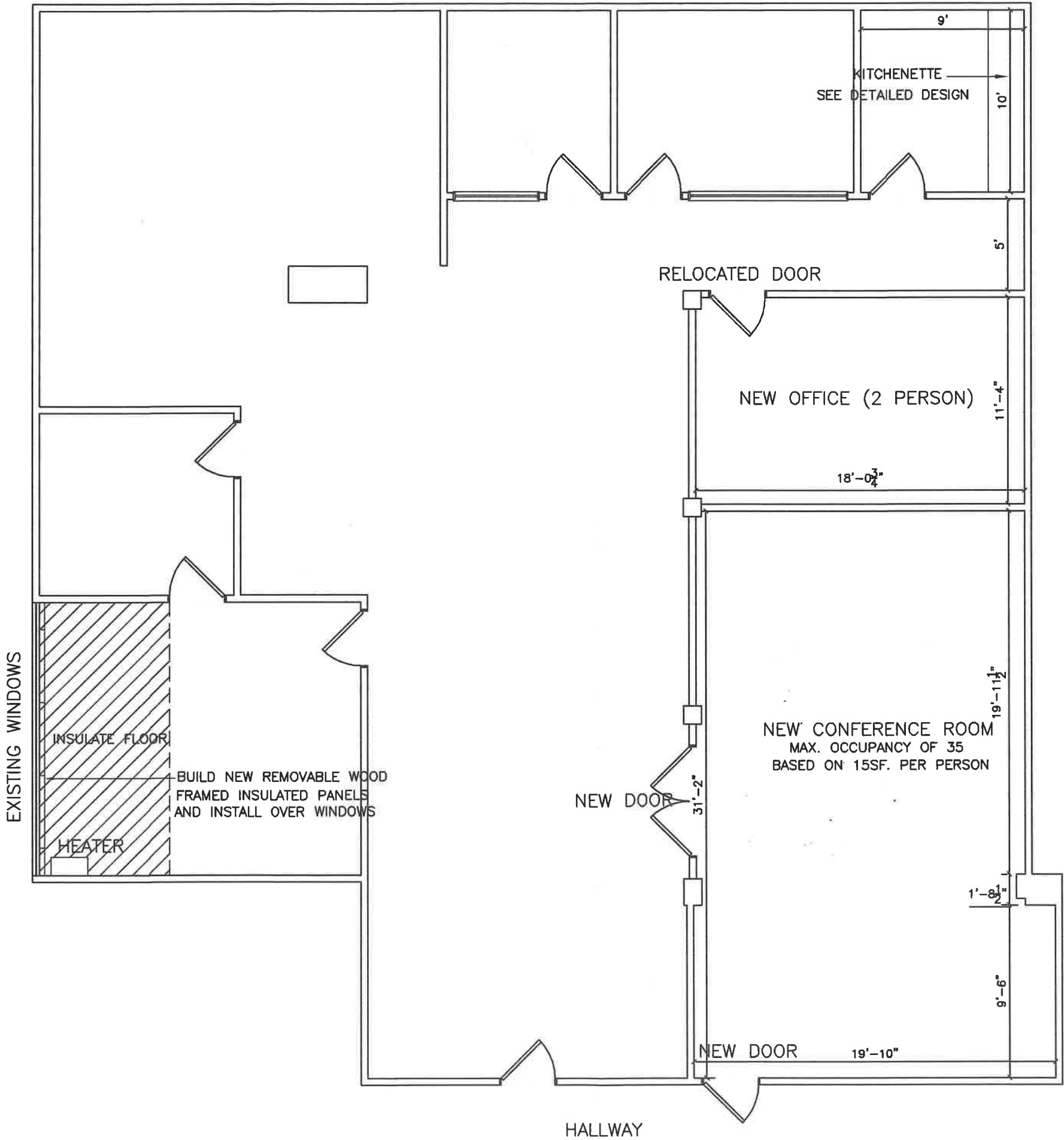
Option 4: New Electric Heater in front conference room = \$ 2,645.00

TOTAL \$ 79,080

OPTIONAL ITEMS WILL BE INCLUDED IN OFFICE
SPACE RENOVATION



BUILDING OUTLINED IN RED. PUBLIC PARKING LOT
LOCATED IN BACK OF BUILDING.



#	Revisions	By	Rev
1	2-7-2020	RLM	
2			
3			
4			
5			
6			
7			

LAJEUNESSE CONST.
CAPITAL STATIONERS UPSTAIRS
OFFICE RENOVATION
Montpelier, Vermont

PROVIDING QUALITY, SERVICE & VALUE SINCE 1888
Allenlumber co

FLOOR PLAN
1-24-2020
SCALE: NONE
DRAWN BY: TRL

AI

Bonnie Waninger

From: Nancy Chartrand
Sent: Thursday, May 27, 2021 10:39 AM
To: Bonnie Waninger
Subject: FW: Office Space Proposal - 29 Main Street
Attachments: Construction area.pdf; Option #2 insulated panels.pdf; Kitchenette Layout.pdf; Carpet Tiles.pdf; Revised floor plan.pdf

From: eric bigglestone [mailto:ebigglesstone@yahoo.com]
Sent: Wednesday, May 26, 2021 2:26 PM
To: Nancy Chartrand <chartrand@cvregion.com>
Cc: Bonnie Waninger <waninger@cvregion.com>
Subject: Re: Office Space Proposal - 29 Main Street

Answers to your questions below in red

On Wednesday, May 19, 2021, 02:11:26 PM EDT, Nancy Chartrand <chartrand@cvregion.com> wrote:

Eric,

Thank you for your proposal and for taking the time to meet with us this week to review the space together.

In follow-up to our meeting there are a few items from the preliminary proposal that we would like addressed.

- Confirmation as to whether or not the contractor needs the entire office emptied during construction, or if office furniture can be moved into offices that are not under construction during the process.
- Will need a 4' space outside the construction area. The current conference room and "new office" cleaned out. (see attached plan)
- Detailed plan of the kitchen as noted in #24 of the proposal that also shows placement in that room of sink, counter/cabinets and existing refrigerator.
- Please see attached kitchenette layout and design. The existing refrigerator will need to be located on another wall.
- More details on what is being proposed for carpet tile. CVRPC requests final approval on what is chosen.
- 24x24 carpet tiles. Color will need to be selected, see attached spec sheet.

- More details on Option # 1 (4x4 transom window) – it is not clear to us where this is proposed to be installed
- **Will be installed on whichever wall as indicated by CVRP. This can be confirmed during preconstruction meeting.**
- A sketch of what Option #2 would look like should that be necessary to install.
- **4' wide x 8' tall panels, 2 x 4 frame, insulated with 1.5" insulation and covered with 1/4" painted luan plywood. See attached sketch**
- The current plan does not appear to reflect the actual shape of the exterior hallway (where the two old chairs currently sit outside our door – note that these are not our chairs) and we want to ensure that does not impact what is proposed for entry into the new conference room from the hallway.
- **See revised sketch attached with new placement of door (subject to change) this can be discussed at the pre construction meeting.**
- What the contractor might need from CVRPC should we go out to bid for additional fit-up at CVRPC's cost (CVRPC must complete an RFP process for any fit-up we might consider).
- **Would just need to know what those additional fit-ups would be. It could be discussed at the preconstruction meeting and coordinated to be completed in conjunction with current project.**
- Proposed start and end date for construction.
- **Actual date yet to be determined. Approximate time of 4 weeks to complete project as currently proposed.**

Any further questions, please do not hesitate to get in touch.
Eric

Nancy Chartrand, Office Manager
Central Vermont Regional Planning Commission
802-229-0389
www.centralvtplanning.org

CVRPC employees are working remotely, and our office is closed to visitors. Please call or email, and we will respond as soon as possible. Thank you.

-----Original Message-----

From: ecbYahoo [<mailto:ebigggestone@yahoo.com>]
Sent: Wednesday, May 12, 2021 9:47 AM

To: Nancy Chartrand <chartrand@cvregion.com>

Subject: Re: Office Space Proposal

That works. I do have an apt at 11:00 that morning but should be able to meet by 12:30.
I will be in touch if I am running behind schedule. Best way to contact you should that be the case?

Eric

> On May 11, 2021, at 2:00 PM, Nancy Chartrand <chartrand@cvregion.com> wrote:

>

> Eric

>

> Thank you for your office space proposal. Bonnie and I would like to schedule a site tour/meeting for Monday, May 17th @ 12:30 pm. Please let me know if this time will work for you.

>

> Thanks,

> Nancy Chartrand

>

> -----Original Message-----

> From: ecbYahoo [<mailto:ebigggestone@yahoo.com>]

> Sent: Wednesday, May 5, 2021 11:00 AM

> To: Nancy Chartrand <chartrand@cvregion.com>

> Subject: Office Space Proposal

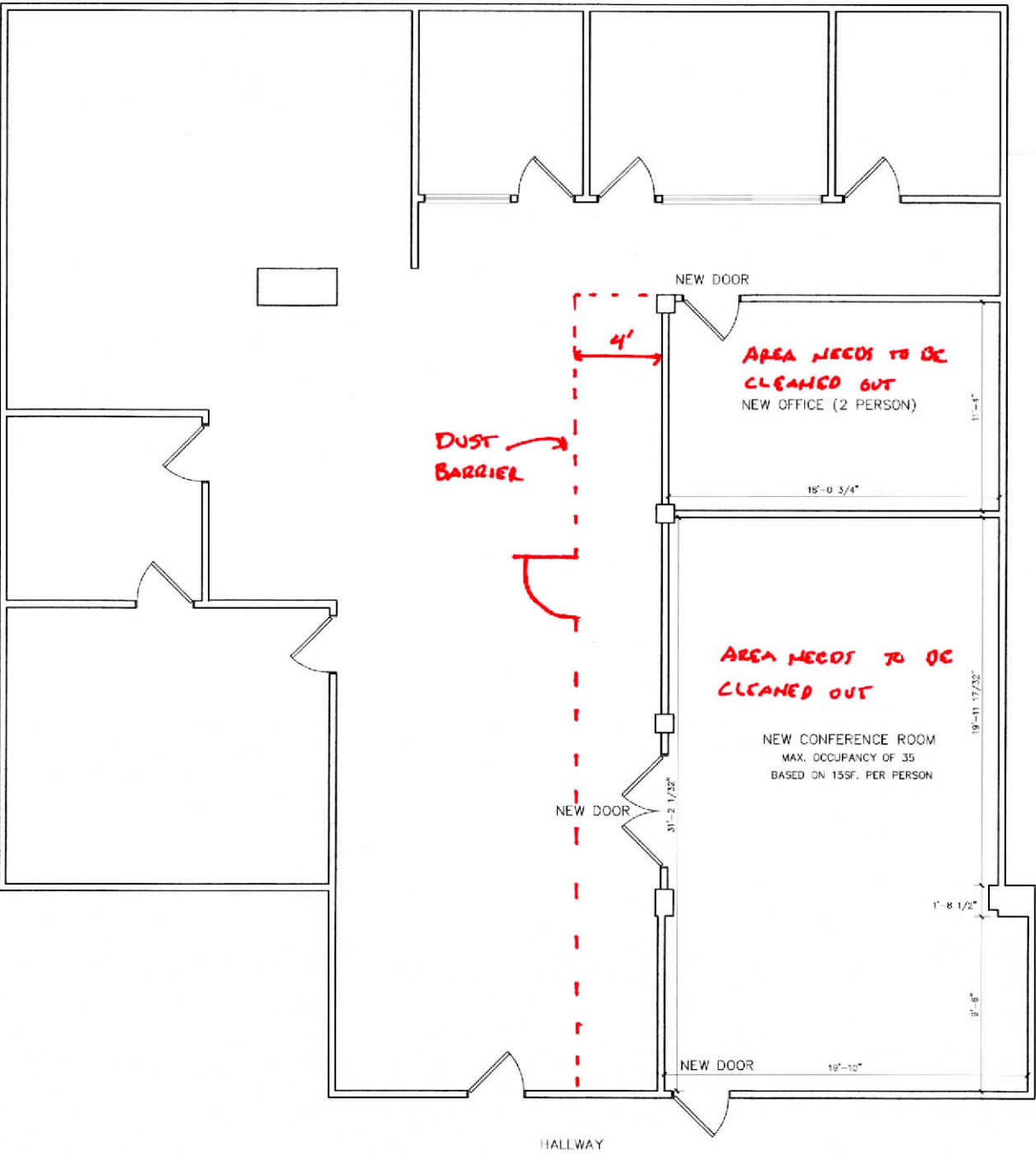
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>

> Please confirm receipt.

> Thank you

> Eric



REVISIONS	BY

PROVIDING QUALITY, SERVICE & VALUE SINCE 1988

Allenlumber co

L'AJEUNESSE CONST.

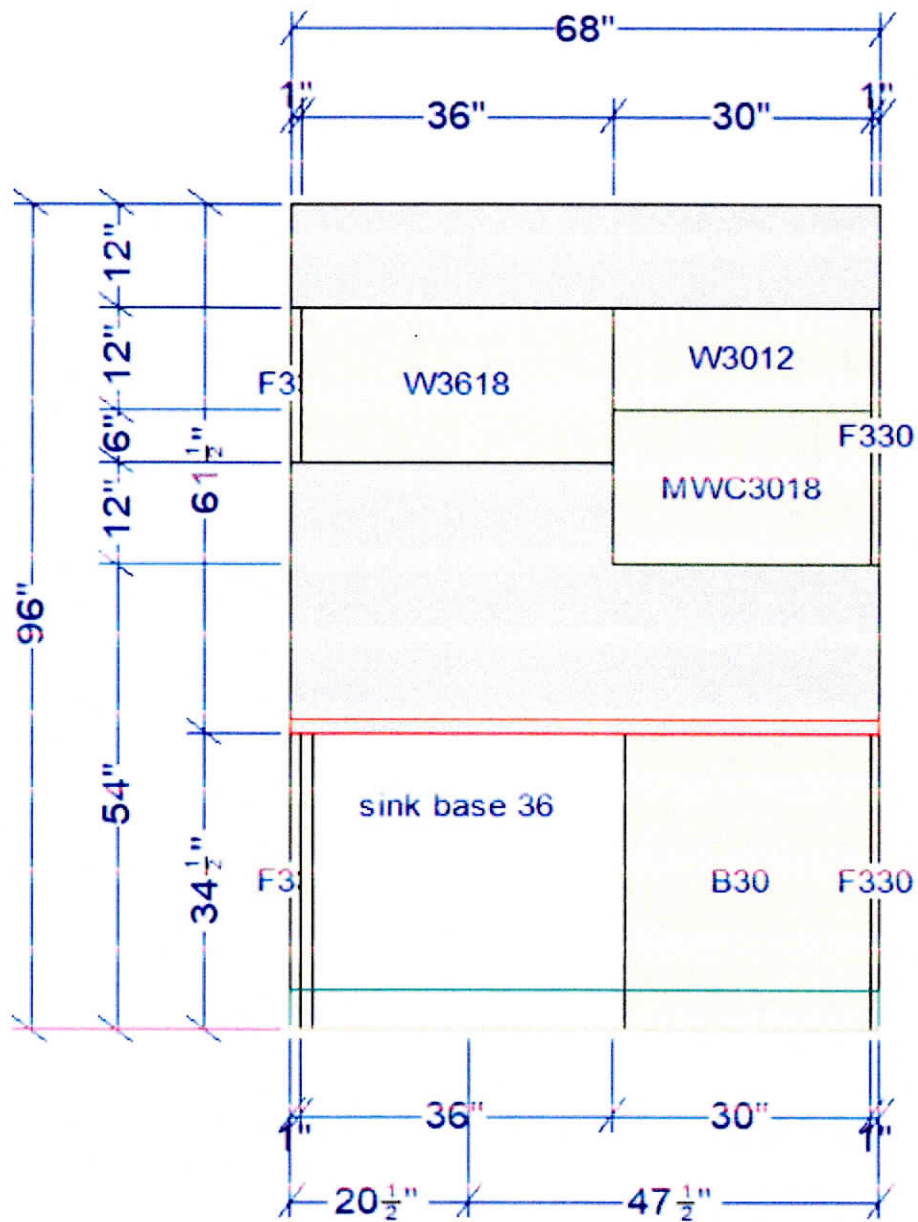
MONTPELIER CAPITAL STATIONARY

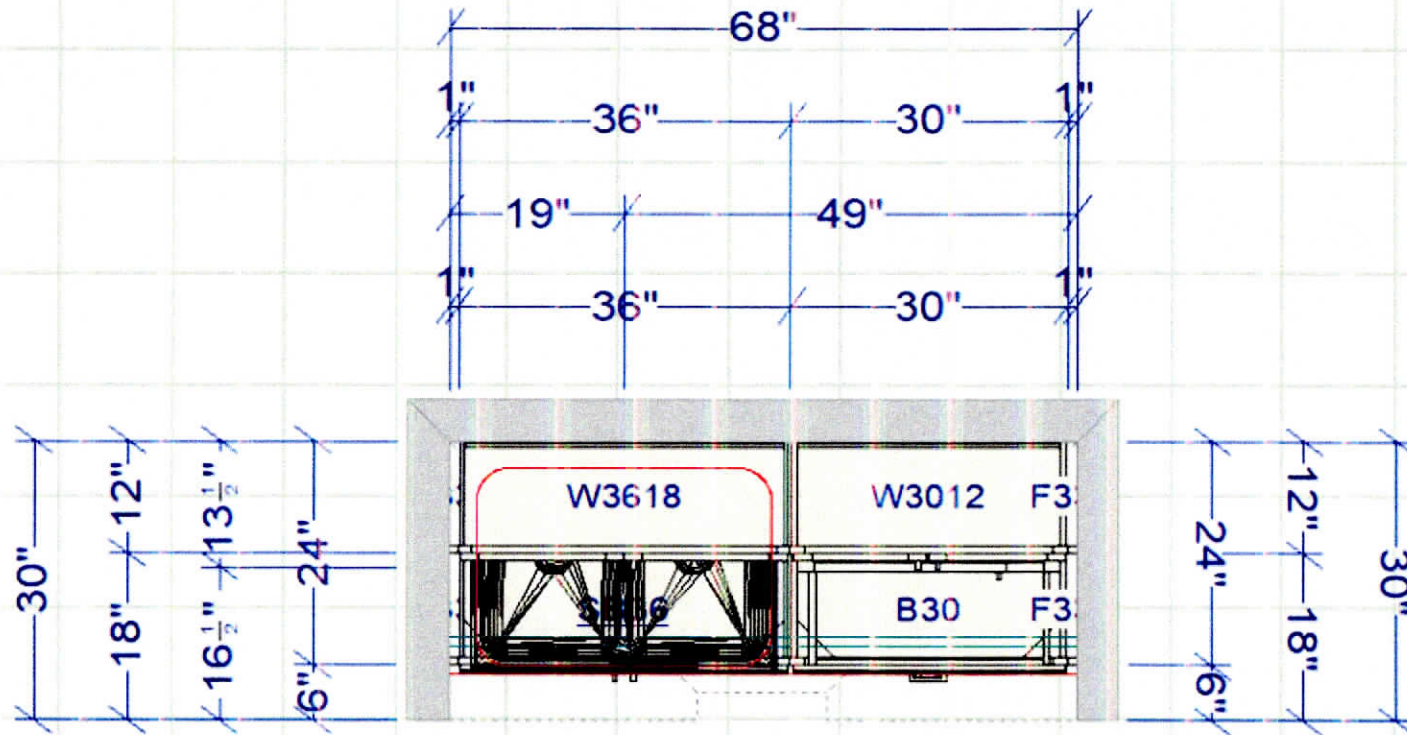
UPSTAIRS OFFICE RENOVATION

DRAWN :	CHECKED :
TRL	
DATE : 01/24/20	
SCALE : 1/4" = 1'	
JOB NO. :	
SHEET	

A-1







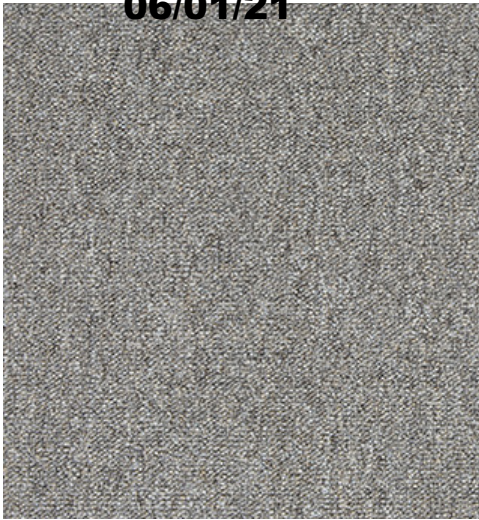


SCHOLARSHIP II 26 BROADLOOM, 719 STEEL GRAY

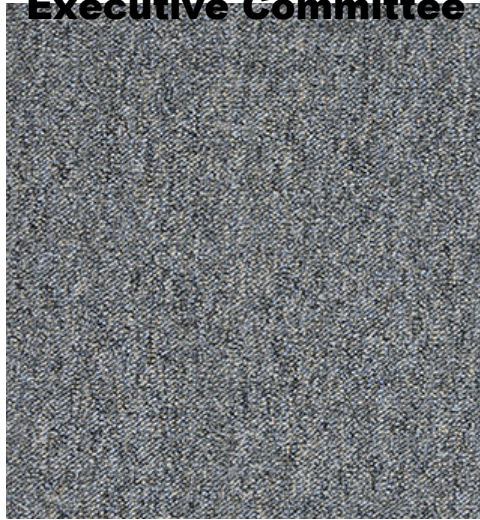


SCHOLARSHIP II TILE STEEL GRAY, COLOR POP TILE, 996 BLACK BEAN

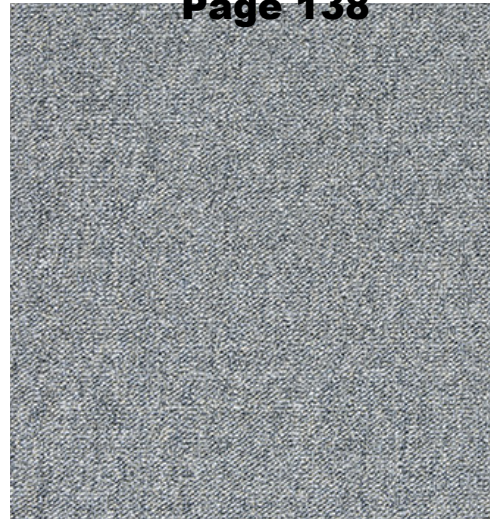
Scholarship II features a subtle texture available in broadloom and modular options for design flexibility. Excellent durability and multiple backings options make this high performance style ideal for multiple flooring end-use environments.



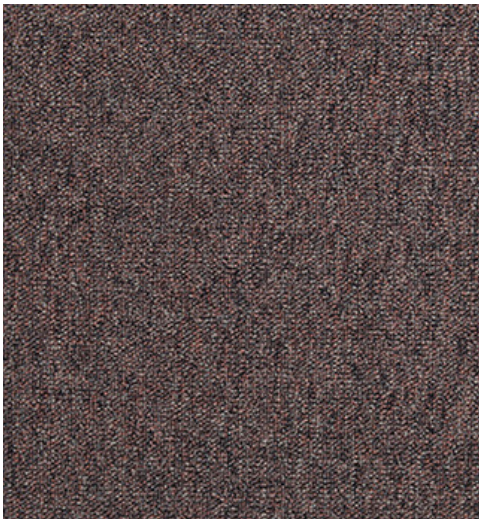
Sienna
837



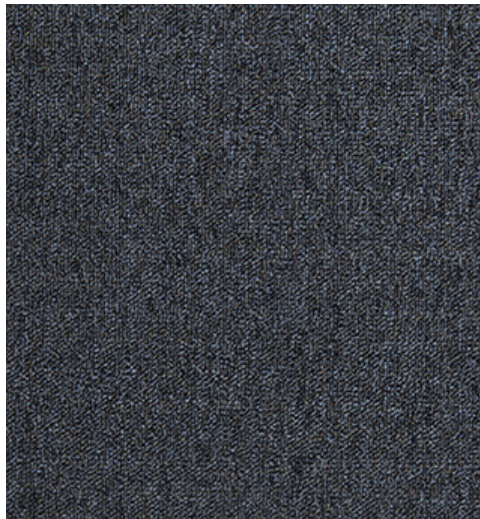
Camel
928



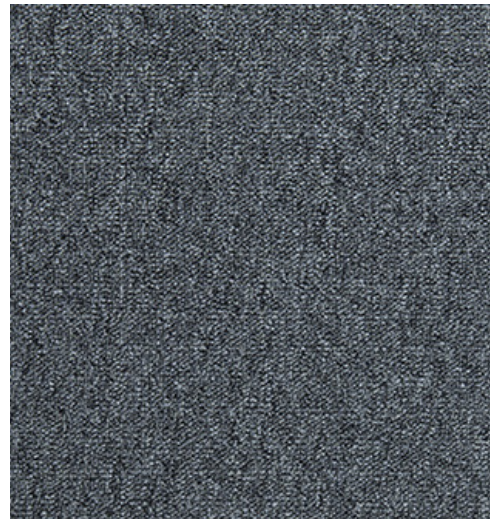
Birch Gray
948



Tomato
374



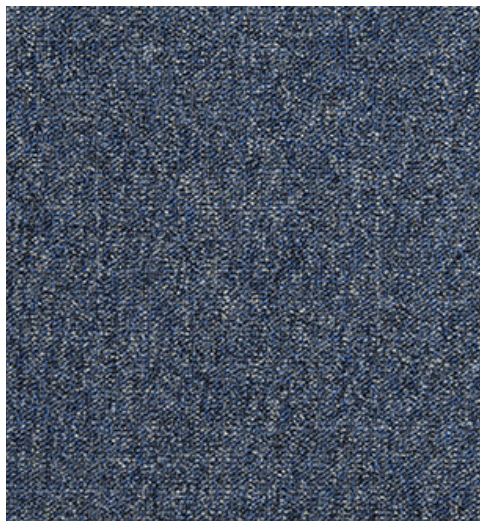
Twilight Shadow
978



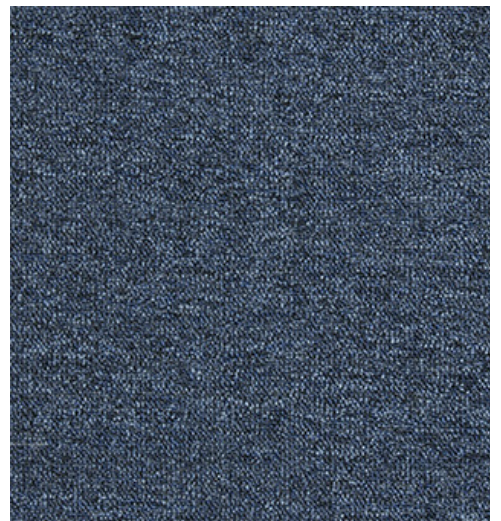
Ironstone
679



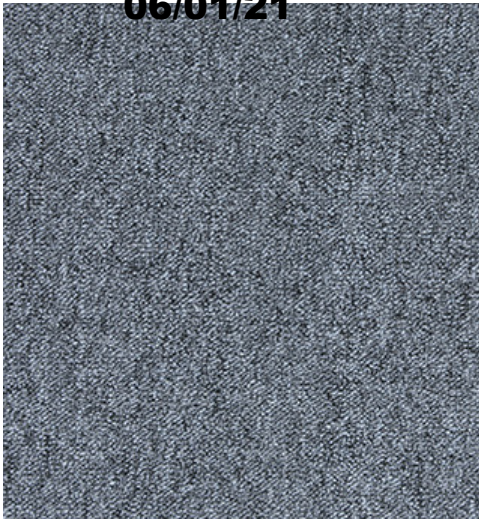
Emerald
689



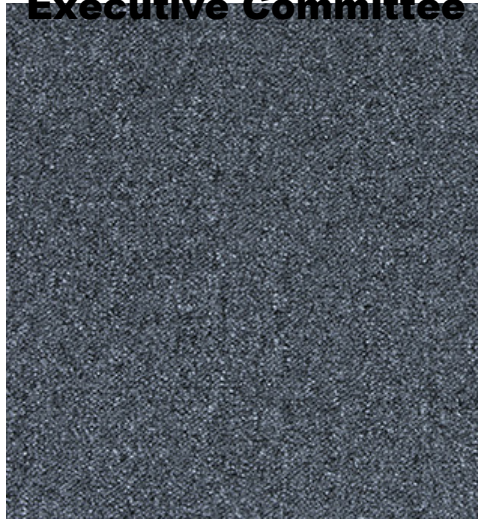
Portofino
559



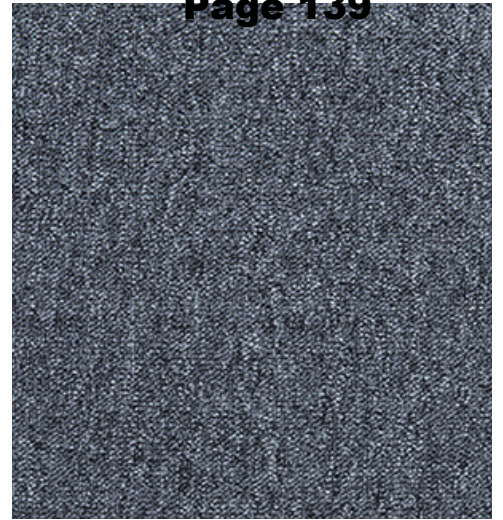
Blue Ribbon
589



Gravel
965



Steel Gray
719



Stainless Steel
964



Bark
879



Obsidian
989

SCHOLARSHIP II

SCHOLARSHIP II 26

Style Number	2B99	2B100
Construction	Tufted	Tufted
Surface Appearance	Textured Heathered Loop	Textured Heathered Loop
Gauge	1/10 (39.37 rows per 10cm)	1/10 (39.37 rows per 10cm)
Tufted Weight	20 oz/yd ² (678 g/m ²)	26 oz/yd ² (882 g/m ²)
Density	5,179	7,037
Dye Method	100% Solution Dyed	100% Solution Dyed
Fiber Type	ColorStrand™ SD Nylon	ColorStrand™ SD Nylon
Soil Release Technology	Mohawk Protection Plus Stain Mohawk Protection Plus Soil	Mohawk Protection Plus Stain Mohawk Protection Plus Soil
Primary Backing	Woven Polypropylene	Woven Polypropylene
Secondary Backing	Weldlok®	Weldlok® Plus
Indoor Air Quality	Green Label Plus Certified # 8216	Green Label Plus Certified # 3802
Width	12' width (3.66 m)	12' width (3.66 m)
NSF 140	Gold	Gold
Flammability	ASTM E 648 Class 1 (Glue Down)	ASTM E 648 Class 1 (Glue Down)
Smoke Density	ASTM E 662 Less than 450	ASTM E 662 Less than 450
Static Propensity	AATCC-134 Under 3.5 KV	AATCC-134 Under 3.5 KV
Country of Origin	USA	USA
Warranties	Lifetime Limited Wear Lifetime Static Protection Lifetime Limited Colorfastness to Light 10-Year Limited Stain Resistance 10-Year Limited Colorfastness to Atmospheric Contaminants	Lifetime Limited Wear Lifetime Static Protection Lifetime Limited Edge Ravel, Zippering, Delamination, and Dimensional Stability Lifetime Limited Colorfastness to Light 10-Year Limited Stain Resistance 10-Year Limited Colorfastness to Atmospheric Contaminants



Up to 2,000 sq. yd. available within 10 business days or less

EnviroStrand^{SD}

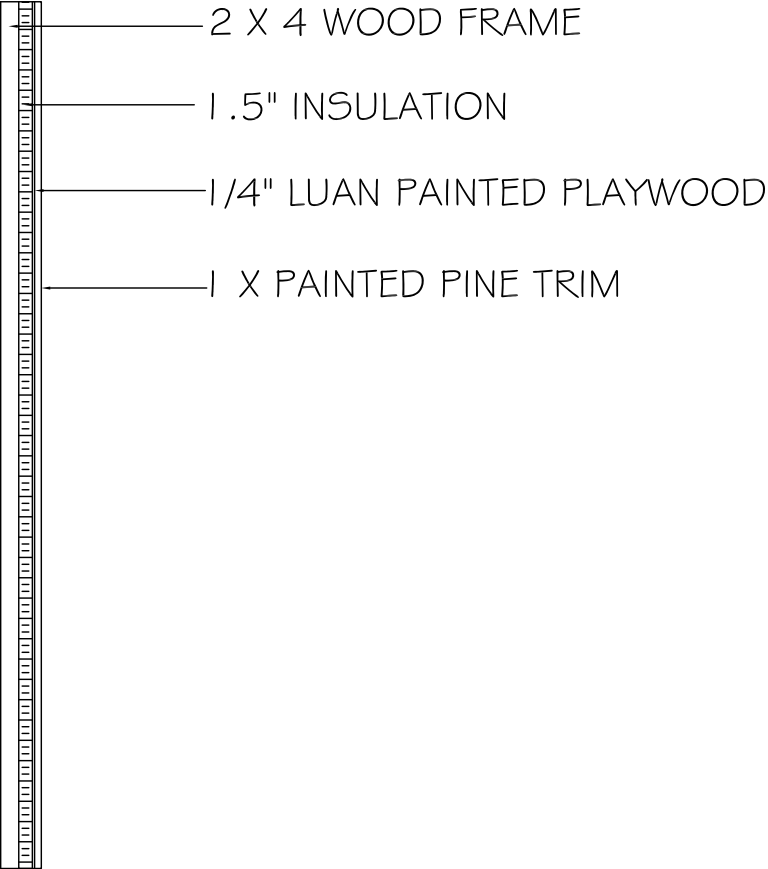
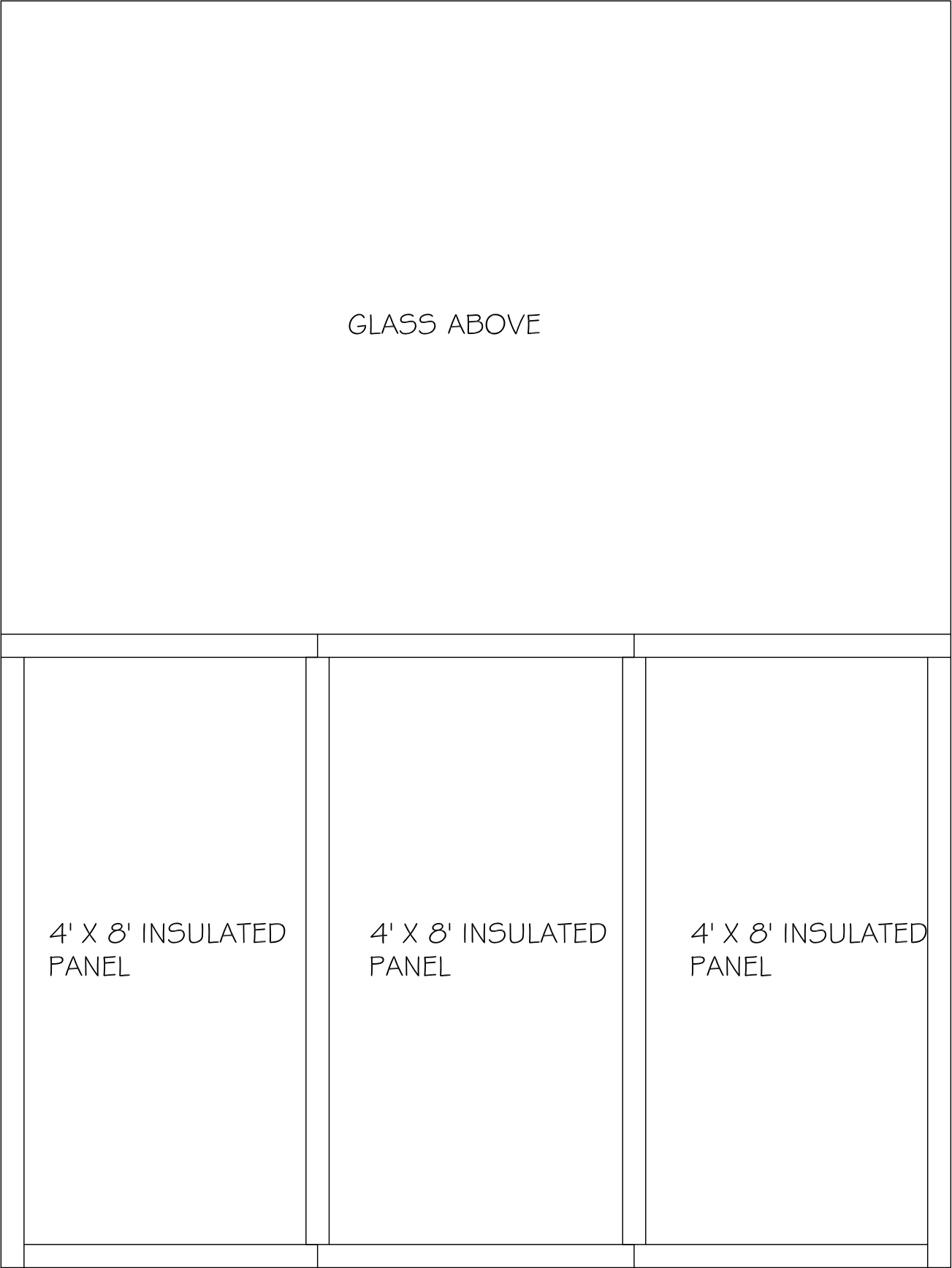
SCHOLARSHIP II TILE

Style Number	2B101
Construction	Tufted
Surface Appearance	Textured Heathered Loop
Gauge	1/10 (39.37 rows per 10cm)
Tufted Weight	18 oz/yd ² (610 g/m ²)
Density	6,230
Dye Method	100% Solution Dyed
Fiber Type	ColorStrand™ SD Nylon
Soil Release Technology	Mohawk Protection Plus Stain Mohawk Protection Plus Soil
Primary Backing	Non-Woven Synthetic
Secondary Backing	UltraSet®
Indoor Air Quality	Green Label Plus Certified # 1098
Width	24" x 24" (.6096 m x .6096 m)
NSF 140	Gold
Flammability	ASTM E 648 Class 1 (Glue Down)
Smoke Density	ASTM E 662 Less than 450
Static Propensity	AATCC-134 Under 3.5 KV
Country of Origin	USA
Warranties	Lifetime Limited Wear Lifetime Static Protection Lifetime Limited Edge Ravel, Zippering, Delamination, and Dimensional Stability Lifetime Limited Colorfastness to Light 10-Year Limited Stain Resistance 10-Year Limited Colorfastness to Atmospheric Contaminants



Up to 2,000 sq. yd. available within 10 business days or less

EnviroStrand^{SD}



#	Revisions	By
1		
2		
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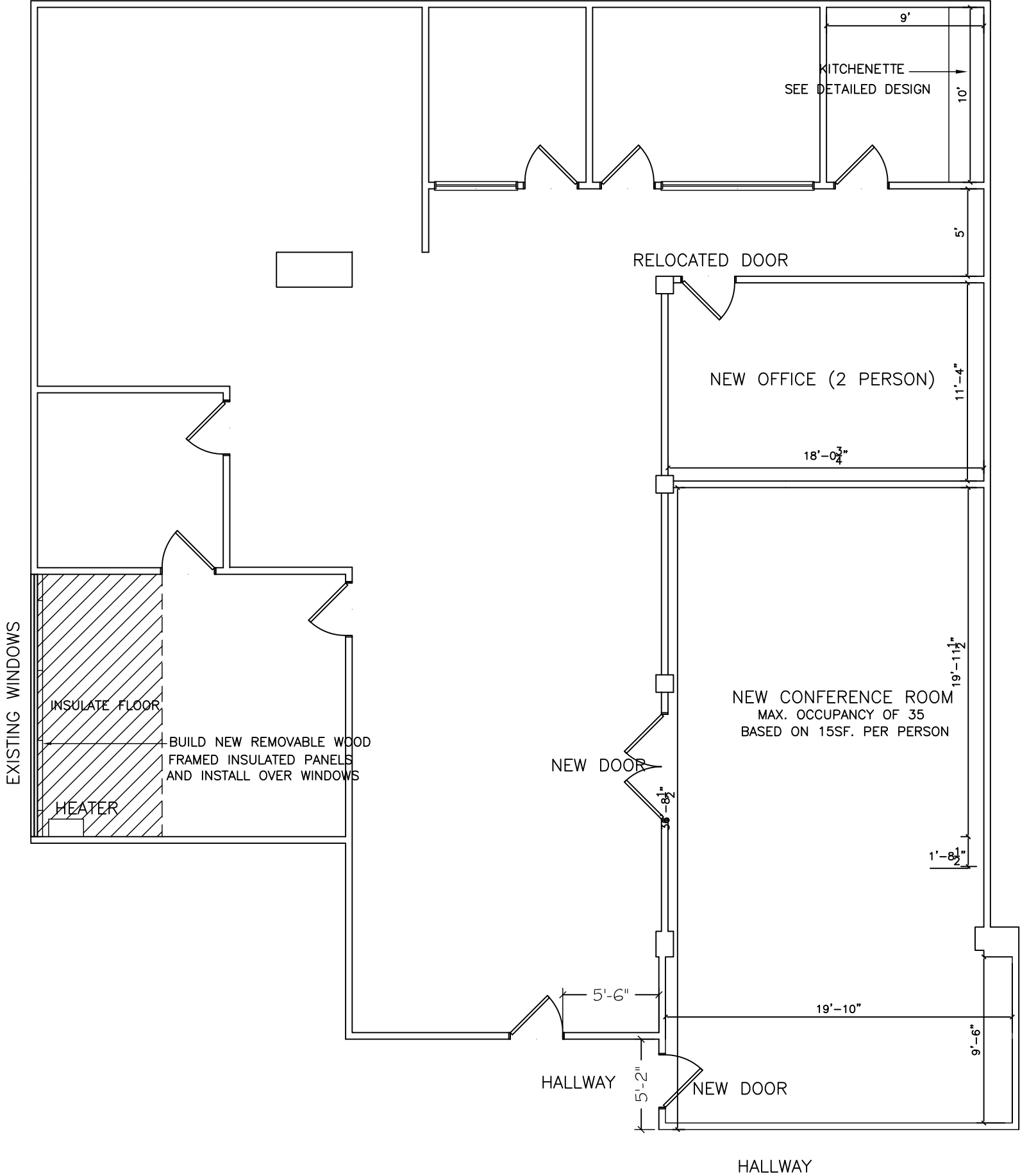
CAPITAL STATIONERS
2ND FLOOR OFFICE RENOVATION
Montpelier, Vermont

930 East Barre Rd.
P.O. Box 449
East Barre, Vermont 05649
P. 802-479-1078
F. 802-479-1070

**LAJEUNESSE**
CONSTRUCTION, INC.

INSULATED PANEL DETAIL
DATE: 5-125-2021
SCALE: NONE
DRAWN BY: RM

AI



#	Revisions	By	Rev
1	2-7-2020	RM	
2			
3			
4			
5			
6			
7			

LAJEUNESSE CONST.

CAPITAL STATIONERS UPSTAIRS

OFFICE RENOVATION

Montpelier, Vermont

PROVIDING QUALITY, SERVICE & VALUE SINCE 1888

Allenlumberco

FLOOR PLAN
1-24-2020
SCALE: NONE
DRAWN BY: TRL

AI



MEMO

Date: May 27, 2021

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: July Executive Committee meeting

✉ **ACTION REQUESTED:** Reschedule the July 5th meeting due to the holiday.

The July Executive Committee meeting falls on the federally-observed Independence Day holiday.

Staff proposes the following dates/times for the rescheduled meeting:

- Monday, June 27 from 3:30 – 5:30 pm (CEP Regional Forum begins at 6 pm)
- Tuesday, June 29 from 4-6 pm (TAC meeting begins at 6:30 pm)
- Tuesday, July 6 from 4-6 pm
- Wednesday, July 7 from 4-6 pm

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT MINUTES
May 3, 2021 Meeting

Present:

<input checked="" type="checkbox"/> Julie Potter	<input checked="" type="checkbox"/> Laura Hill-Eubanks	<input checked="" type="checkbox"/> Michael Gray
<input checked="" type="checkbox"/> Dara Torre	<input checked="" type="checkbox"/> Steve Lotspeich	<input checked="" type="checkbox"/> Janet Shatney
<input checked="" type="checkbox"/> Gerry D'Amico		

Staff: Bonnie Waninger, Nancy Chartrand

Guests: Ahsan Ijaz & Enrique Gonzalez, The Ijaz Group

Call to Order

Chair Hill-Eubanks called meeting to order 4:00 pm. Quorum present to conduct business.

Adjustments to the Agenda

None.

Public Comment

None

Financial Report

Gonzalez advised the draft FY20 audit arrived. No weaknesses or material misstatements were identified that affect the financial statements. The auditor is currently on vacation. The final audit is expected to arrive the week of May 10th.

For FY21, revenues are slightly below benchmarks. Expenses also are below budget when compared to benchmarks. Together, they are a good outcome. Waninger noted net income would begin decreasing next month due to the indirect rate change.

D'Amico asked about Executive Director hours and potential for burnout; Waninger agreed the past year has been difficult. He asked if another staff member could step in to the Executive Director functions if something happened. Waninger said no; she had been training Dan Currier to the role. Nancy Chartrand and Clare Rock could carry some of the role, but not finance. If something happens, she recommended the Board contact an Executive Director at another RPC to step in as interim Director.

Torre asked about rent. A. Ijaz noted the budget is 12 months, but the expense is 9 months.

G. D'Amico moved to accept the March 31, 2021 unaudited financial reports; M. Gray seconded. Motion carried.

Chartrand joined the meeting at 4:15 pm.

Contract/Agreement Authorization

Mount Ascutney Regional Commission Design/Implementation Block Grant for Calais and Woodbury Stormwater Designs – Amendment 3. There was discussion and confirmation of the current schedule of the Woodbury sites. Gray recused himself.

J. Shatney moved to authorize the Executive Director to sign amendment 3 for the Mount Ascutney Regional Commission Design/Implementation Block Grant for the Calais and Woodbury Stormwater Designs; S. Lotspeich seconded. Motion carried.

Bylaw Work Group

Lotspeich said they are making good progress. The Work Group reviewed Nominating Committee recommendations and input from J. Potter. They are working to update the purpose statements for committees, which can affect other parts of the bylaws. Once the bylaws are done, the Work Group recommends Rules of Procedure for committees be updated. Lotspeich said he anticipates several more months before draft bylaws are forwarded to the Executive Committee. He said Waninger will seek comments from committee chairs regarding draft changes. Upcoming topics are elections and role of the Executive Committee.

Bookkeeper Position Description

There was discussion regarding part-time versus full-time services, accountant oversight, in office vs. remote work, and CVRPC's education requirements for the position. No changes were requested in the description provided in the packet. This description will be added to the Personnel Policy Manual.

M. Gray moved to amend the Personnel Policy Manual to add a Bookkeeper job description and wage range; D. Torre seconded. Motion carried.

It was further confirmed that Personnel Policy changes are within the Executive Committee's duties; the Board does not have to approve the policy amendment.

FY22 Dental Benefit

Chartrand highlighted cost change with similar employees.

G. D'Amico moved to approve CVRPC's FY22 dental benefit to maintain the existing dental policy and 100% employer contribution; M. Gray seconded. Motion carried.

Resuming Normal Operations

Waninger reiterated the information contained in the memo the packet with regard to recommendations for pre-July 1, post-July 1, and September 1.

Discussion ensued regarding whether or not vaccines can be mandated, which needs to be determined. There was also inquiry and discussion about if employees and visitors will be asked if they have been vaccinated; can there be a memorandum to staff to urge vaccinations; can people stay remote through a certain period until we see what happens; can protocols be implemented for inviting the public in; and whether masks will be required at meetings now and in the future. All of these will be taken into

1 consideration. The Committee concurred the plan is cautious but fine and that meetings will remain
2 remote for a while longer.

4 **Office Updates/ED Report**

5 Waninger provided information regarding the American Rescue Plan Act (ARPA), and advised that US
6 Treasury Guidance is expected next week. She advised staff have been calling municipalities. CVRPC is
7 encouraging municipalities to think of at least ten projects because there will also be state and federal
8 grant monies in addition to the ARPA funds. She noted VLCT and RPCs will assist municipalities.
9 Municipalities should receive the first half of ARPA monies in July.

10
11 Gray asked if CVRPC staff can attend a Woodbury Selectboard meeting to talk about ARPA. Waninger
12 confirmed that was possible.

13
14 Waninger also advised the Committee she would be providing her self-evaluation on Friday to continue
15 with the evaluation process. There was discussion about the answer range (three vs. five choices) and it
16 was noted it should be considered in the future if a five-part range may be appropriate.

17 **Meeting Minutes**

18
19 *M. Gray moved to approve the April 5, 2021 minutes as written; S. Lotspeich seconded. Motion carried.*

20 **Commission Meeting Agenda**

21
22 Waninger confirmed that VELCO will present its 2021 Long Range Transmission Plan to the Board. She
23 discussed the interaction between the Regional Plan and VELCO's Transmission Plan.

24
25 *M. Gray moved to approve Board agenda for May 11th; G. D'Amico seconded. Motion carried.*

26 **Reschedule June Meeting**

27
28 Hill-Eubanks advised the June meeting needed to be rescheduled. After discussion, it was determined
29 that the meeting will be held on June 1st.

30
31 Committee members thanked Julie Potter for her participation and leadership on the Executive
32 Committee as this will be her last meeting.

33 **Adjourn**

34
35 *D. Torre moved to adjourn at 5:53 pm; J. Shatney seconded. Motion carried.*

36
37 Respectfully submitted,
38 Nancy Chartrand, Office Manager

**BOARD OF COMMISSIONERS****ANNUAL MEETING****June 8, 2021 at 6:30 pm*****Remote Participation via Zoom¹***

<https://us02web.zoom.us/j/84294221511?pwd=NU0ya3M0ZUoxU25haGpGcVR4ejZGZz09>

One tap mobile: +13017158592,,84294221511#,,,,*230377# US (Washington DC)

Dial in via phone²: 1-929-436-2866 • Meeting ID: 842 9422 1511 • Passcode: 230377

Find your local number: <https://us02web.zoom.us/j/84294221511?pwd=NU0ya3M0ZUoxU25haGpGcVR4ejZGZz09>

Download the app at least 5 minutes before the meeting starts: <https://zoom.us/download>

☞ *Commissioners: Please join us online at 6:00 pm to share a meal and causal conversation.*

Page AGENDA**6:30³ Adjustments to the Agenda****Public Comments****6:35 Elections, *Dara Torre, Secretary/Treasurer*****6:40 Committees and Appointments, *Gerry D'Amico, Nominating Committee Vice Chair* (enclosed)⁴****6:45 Tools and Resources for Complying with Act 171, Forest Integrity, *Clare Rock, Senior Planner* (enclosed)****7:25 Municipal Plan Approval & Confirmation of Planning Process & Certificate of Energy Compliance, *Bill Arrand, Municipal Plan Review Committee Chair*⁴****Report and recommended from Municipal Plan Review Committee regarding Town of Plainfield 2021 Plan approval and energy certification.**

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.

⁴ Anticipated action item.

Page **AGENDA**

- 7:40** **VELCO 2021 Long Range Transmission Plan Comments, *Grace Vinson***
(enclosed)⁴
- 7:55** **Municipal Updates**
An opportunity for Board members to share news from their communities.
- 8:10** **Meeting Minutes – May 11, 2021** (enclosed)⁴
- 8:15** **Reports** (enclosed)
Update/questions on Staff, Director, and Committee Reports
- 8:25** **Adjournment**

Next Meeting: July 13, 2021

Executive Director's Report

May 28, 2012

Virtual Workshop - West Central VT Comprehensive Economic Development Strategy

The Central Vermont Regional Planning Commission (CVRPC) and Central Vermont Economic Development Corporation (CVEDC) invite you to shape future economic development efforts in Central Vermont and Vermont!

On June 24th at 6 PM, CVRPC and CVEDC will host a workshop for local business leaders, regional stakeholders, municipal representatives and residents. The intent of the workshop is to:

1. inform local leaders of our collaboration with partner regional planning commissions and regional development corporations to develop a Comprehensive Economic Development Strategy (CEDS) for West Central Vermont.
2. gather information about economic Strengths, Opportunities, Aspirations, and desired Results. This information will guide the development of the West Central Vermont CEDS over the next year.

A CEDS is strategy-driven plan for regional economic development. Adopting a CEDS can help our region set a strategic course for economic development efforts. It also can open opportunities for additional federal funding to support local economic development efforts.

Watch for a Save the Date announcement about the June 24th event and sign up to share your experience and knowledge!

VT Comprehensive Energy Plan Regional Forums

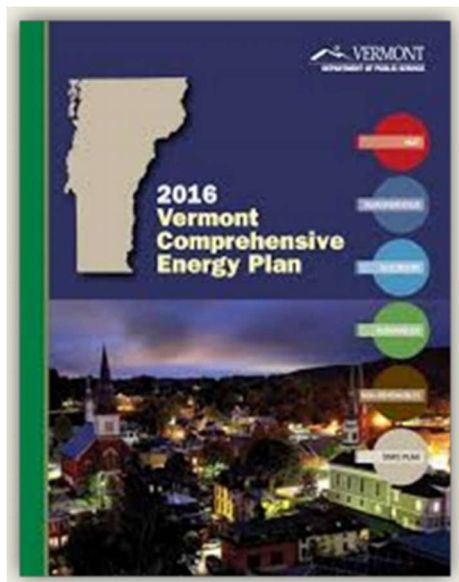
The Vermont Public Service Department will be hosting four **virtual** regional forums in June focused on energy planning efforts by Regional Planning Commissions and municipalities. Please consider attending the forum if you are involved in energy planning efforts and would like to help identify regionally and locally important energy planning issues and challenges and recommended strategies for addressing these issues and challenges in the 2022 Comprehensive Energy Plan. The dates and times of the forums are:

Southeastern Forum: June 1, 2021 4:00 to 6:00 PM

Mount Ascutney Regional Commission
Two Rivers-Ottawaquechee Regional Commission
Windham Regional Commission

Northern Forum: June 2, 2021 4:00 to 6:00 PM

Northeastern Vermont Development Association
Lamoille County Planning Commission
Northwest Regional Planning Commission



Southwestern Forum: June 8, 2021 4:00 to 6:00 PM

Addison County Regional Planning Commission

Rutland Regional Planning Commission

Bennington County Regional Commission

Central Forum: June 28, 2021 6:00 PM to 8:00 PM

Chittenden County Regional Planning Commission

Central Vermont Regional Planning Commission

The Zoom link/optional call-in information for all four forums is:

- Link to join: <https://us02web.zoom.us/j/6050832511>
- To join by phone call: 929-205-6099; Passcode: 6050832511; No participant ID is required.

For more information, see: <https://publicservice.vermont.gov/content/2022-plan>

Legislative Funding Outcomes

Legislative Allocation: Level funding of RPC base allocation; one-time \$75,000 for each RPC for increased workload from the pandemic.

Energy Planning: \$1 million for RPC energy planning services to municipalities in support of local, regional, and state comprehensive energy plans.

Brownfield Assessments: \$1 million to RPCs in FY22 for brownfield assessments.

ARPA: \$150,000 per year for two years for RPC municipalities assistance with project management needs in expending ARPA funds. Services include identifying needs and priorities, responding to inquiries related to eligibility, and facilitating local discussions on specific projects. VLCT also received funding to provide legal and fiscal guidance to municipalities to reduce the risk of inappropriate spending that results in municipal payback of ARPA funds.

Municipalities also should be aware that ACCD received \$650,000 for technical assistance to municipalities on accessory dwelling and small lot development and bylaw modernization consistent with Zoning for Great Neighborhoods. ACCD has stated it intends to run the funds through a grant program, similar to Municipal Planning Grants. To learn more, or for bylaw modernization or grant application assistance, contact Clare Rock at rock@cvregion.com.

Resuming Normal Operations – Twitter Edition

Currently, CVRPC's plan for resuming normal operations is:

- *Through July 1*, maintain a closed office and continue holding virtual meetings. Remote or in-office work by employees permitted. In office work requires facial coverings per staff unanimous agreement.
- *After July 1*, all staff resume in-office work at least one day per week with no more than 2-3 employees in the office at the same time. Continuing holding meetings virtually.
- *Beginning September 1*, open the CVRPC office and potentially resume in-person meetings. All staff to resume in-office work at least three days per week. Evaluate whether hybrid meetings are possible for the Board.