



Note change of
date for holiday

EXECUTIVE COMMITTEE

Tuesday, September 7, 2021 at 4:00 p.m.

Remote Participation via Zoom¹

<https://us02web.zoom.us/j/88230172343?pwd=ZjNySGM0aG1waElVRzMremVsamZ0Zz09>

Dial in via phone: +1 929 436 2866; Meeting ID: 882 3017 2343 | Passcode: 927199

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

Physical Location:

Central VT Chamber of Commerce Conference Room, 963 Paine Turnpike North, Berlin

Facial coverings are required for in-person participation.

Persons with disabilities who require assistance or special arrangements to participate 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 Financial Report (enclosed) ³
16	4:40 Contract/Agreement Authorization (enclosed) ³
116	4:50 FFY21 Transportation Planning Initiative Amendment 2 (enclosed) ²
	4:55 Bylaw Work Group Updates
130	5:05 Office Updates (enclosed)
132	5:10 CVRPC COVID-19 Policy
135	5:20 Meeting Minutes – August 2, 2021 (enclosed) ³
139	5:25 Commission Meeting Agenda (enclosed) ³
	5:30 Adjourn

Next Meeting: October 4, 2021

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

² All times are approximate unless otherwise advertised

³ Anticipated action item.



MEMO

Date: September 5, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Financial Report as of 06/30/21

☒ **ACTION REQUESTED:** Accept June 30, 2021, unaudited financial reports.

FY21 Summary: As of 09/05/21, CVRPC's Net Income for the twelve months ended June 30, 2021, is \$70,554.33. The fiscal year to date Net Income is in line with expectations. In FY20, CVRPC had a YTD surplus of \$165,094 through 06/31/21, having earned a significant net income on one project and over recovered indirect costs. For FY21, the indirect rate was adjusted downward to avoid over recovery.

Balance Sheet

- **Assets** – Billing is complete through 06/30. Aging receivables are at \$ 240,493.44, which is typical for CVRPC in recent months. Operating cash is \$165,554. CVRPC works to maintain at least \$100,000 in operating funds for cash flow purposes. CVRPC contributed \$55,000 to its reserve account during FY21.
- **Current Liabilities** –
 - CVRPC maintained an average payable balance.
 - Accrued vacation and compensatory time balances are \$22,706 and \$29,709, respectively. With COVID precautions lifted, staff took time off in July and August.
 - ACCD Deferred Income for FY21 stands at \$0. CVRPC will carry forward \$4,904.34 into FY22. Other Deferred Income consists of LEPC # 5 Old funds of \$1685.21.
- **Equity** – Equity is assets minus liabilities – the company's value. CVRPC's Total Equity as of 06/30/21 is \$524,612.80. It was \$454,409 and \$289,315 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 \$70,554 reflects retainage of some Town Dues earned in July 2020.

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

In reviewing Income and expenses through 06/30/21, 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 06/30 is 100%.

- *Income* – Total revenue stands at 90.03% earned, about 10% below the benchmark. Variances for Income reflect planned project paces. Exceptions are MARC Woodbury Church Street, EMPG, and TPI as previously noted. EMPG and TPI contract balances are anticipated to be significantly underspent by contract close on 09/30/21.
- *Expenses* – Total expenses stand at 88%, about 12% below the benchmark. Wages, CVRPC's most significant expense, is under the budget at 92.84%. This reflects the Assistant Planner vacancy. Health insurance is slightly over budget; a credit is due from BCBSVT. Consultants, the second-largest expense, is under budget at 67.5%, reflecting project progress. Consultant invoices from the Berlin Town Office Stormwater project have not been received yet.

FY22 Financials: Financials for July 2021 are not available. CVRPC moved to an electronic timesheet system, QB Time, in July. As with most transitions, there was a learning curve and glitches to be resolved, which delayed preparation of the July financials. Financials are in progress with invoicing nearly complete. However, the net income for July appears to be at \$66,856. This is within expectations given that multiple staff took time off to refresh and visit family they haven't seen for 18 months.

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
ARPA	American Rescue Plan Act (pandemic recovery funds)
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)
NEIWPCC	New England Interstate Water Pollution Control Commission
QAPP	Quality Assurance Project Plan
SW	Stormwater
SWCRPC	Southern Windsor County Regional Planning Commission
TPI	VTrans Transportation Planning Initiative
VAPDA	Vermont Association of Planning & Development Agencies (RPCs together)
VOBCIT	Vermont Online Bridge & Culvert Inventory Tool
VOREC	Vermont Outdoor Recreation Economy Collaborative
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)

8:23 AM
09/05/21
Accrual Basis

Central Vermont Regional Planning Commission
Balance Sheet
As of June 30, 2021

	<u>Jun 30, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1001 · Community National Bank	165,554.36
1009 · Northfield Savings - Reserve	186,964.18
Total Checking/Savings	<u>352,518.54</u>
Accounts Receivable	
1200 · Accounts Receivable	240,493.44
Total Accounts Receivable	<u>240,493.44</u>
Total Current Assets	<u>593,011.98</u>
Fixed Assets	
1501 · Equipment	47,030.18
1502 · Equipment - Accum. Depreciation	-35,003.18
Total Fixed Assets	<u>12,027.00</u>
Other Assets	
1301 · Prepaid Expenses	19,765.46
1320 · Deposits	4,415.00
Total Other Assets	<u>24,180.46</u>
TOTAL ASSETS	<u>629,219.44</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	26,197.32
Total Accounts Payable	<u>26,197.32</u>
Credit Cards	
2010 · Peoples United Bank Visa	133.86
Total Credit Cards	<u>133.86</u>
Other Current Liabilities	
2101 · Accrued Wages - Net	15,761.85
2102 · Accrued Vacation	22,705.58
2103 · Accrued Compensatory Time	29,709.36
2104 · Accrued 457 Retirement	1,955.00
2200 · Deferred Income	
2203 · LEPC #5 Old Funds	1,685.21
Total 2200 · Deferred Income	<u>1,685.21</u>
2303 · HSA deductible withholding	595.00
2304 · Dependent Care Deductions	1,300.00
2306 · Pension Liability- Edward Jones	4,863.46
Total Other Current Liabilities	<u>78,575.46</u>
Total Current Liabilities	<u>104,906.64</u>
Total Liabilities	<u>104,906.64</u>

8:23 AM
09/05/21
Accrual Basis

Central Vermont Regional Planning Commission
Balance Sheet
As of June 30, 2021

	<u>Jun 30, 21</u>
Equity	
3100 · Unrestricted Net Position	
3150 · Designated for High Meadows	200.64
3100 · Unrestricted Net Position - Other	441,530.83
Total 3100 · Unrestricted Net Position	<u>441,731.47</u>
3300 · Invested in Fixed Assets	12,027.00
Net Income	70,554.33
Total Equity	<u>524,312.80</u>
TOTAL LIABILITIES & EQUITY	<u><u>629,219.44</u></u>

09/07/21

Executive Committee

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8:27 AM
09/05/21Central Vermont Regional Planning Commission
A/R Aging Summary
As of June 30, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES (Gray shading denotes payment received.)
ACCD							
ACCD 21	8,552.16	0.00	0.00	63,918.38	0.00	72,470.54	Quarter 4 invoice will be sent with final report.
Total ACCD	8,552.16	0.00	0.00	63,918.38	0.00	72,470.54	
Administration							
Administration	0.00	0.00	0.00	0.00	0.00	0.00	
Total Administration	0.00	0.00	0.00	0.00	0.00	0.00	
Berlin							
Berlin Better Roads FY 20	0.00	0.00	0.00	0.00	7,079.00	7,079.00	
Total Berlin	0.00	0.00	0.00	0.00	7,079.00	7,079.00	
CCRPC							
CEDS							
Engagement	3,122.98	0.00	251.58	0.00	0.00	3,374.56	
Planning	0.00	0.00	235.32	0.00	0.00	235.32	Quarterly invoice. June sent 07/15/21.
Profile/Strategy	4,140.15	0.00	3,219.61	0.00	0.00	7,359.76	
Total CEDS	7,263.13	0.00	3,706.51	0.00	0.00	10,969.64	
Clean Water							
Act 76	833.16	0.00	60.15	0.00	0.00	893.31	
Oversight/Report	2,277.80	0.00	225.60	0.00	0.00	2,503.40	
TBP Implement	1,561.09	0.00	1,377.07	0.00	0.00	2,938.16	Quarterly invoice. June sent 07/15/21.
TBP Planning	1,272.45	0.00	341.02	0.00	0.00	1,613.47	
Total Clean Water	5,944.50	0.00	2,003.84	0.00	0.00	7,948.34	
Total CCRPC	13,207.63	0.00	5,710.35	0.00	0.00	18,917.98	
Cross VT Trail	0.00	1,200.00	0.00	0.00	0.00	1,200.00	Annual invoice.
CVFiber - Fee for Service							
CVF - Admin	673.10	411.54	0.00	0.00	0.00	1,084.64	Monthly invoice.
Total CVFiber - Fee for Service	673.10	411.54	0.00	0.00	0.00	1,084.64	
Department of Environmental Conservation							
Moretown Elem SW Final Design	86.90	620.09	0.00	793.89	4,324.23	5,825.11	Product-based. June sent 09/01/21.
Woodbury Elem/Fire	164.40	45.36	0.00	30.23	0.00	239.99	Product-based.
Total Department of Environmental Conservation	251.30	665.45	0.00	824.12	4,324.23	6,065.10	
Department of Public Safety							
EMPG Supplemental							
COVID Response	67.62	311.85	0.00	490.90	3,967.36	4,837.73	
Planning	0.00	332.26	0.00	453.20	2,163.15	2,948.61	
Train/Collaborate	0.00	0.00	0.00	470.82	3,667.14	4,137.96	Quarterly invoice. June sent 07/30/21.
WiFi	0.00	0.00	-0.01	0.00	1,155.06	1,155.05	
Total EMPG Supplemental	67.62	644.11	-0.01	1,414.92	10,952.71	13,079.35	
LHMP Montpelier & Calais	625.99	719.93	0.00	1,766.10	1,688.71	4,800.73	Monthly invoice. State payments through 06/30/21 were received. Remainder to be paid via Montpelier match.

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

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES (Gray shading denotes payment received.)
Total Department of Public Safety	693.61	1,364.04	-0.01	3,181.02	12,641.42	17,880.08	
EMPG							
EMPG 20							
LEMP	423.28	498.88	0.00	861.70	755.15	2,539.01	
REMC Transition	0.00	0.00	0.00	755.39	209.59	964.98	
Response	30.08	0.00	0.00	0.00	260.12	290.20	Quarterly invocie. June sent 08/24/21.
Technical Assistance	1,405.38	2,302.34	0.00	1,537.51	4,293.11	9,538.34	
Total EMPG 20	1,858.74	2,801.22	0.00	3,154.60	5,517.97	13,332.53	
Total EMPG	1,858.74	2,801.22	0.00	3,154.60	5,517.97	13,332.53	
Forest Parks and Recreation							
Forest Integrity	8,100.44	1,223.70	0.00	1,418.53	2,088.69	12,831.36	Semi annual invoice.
Total Forest Parks and Recreation	8,100.44	1,223.70	0.00	1,418.53	2,088.69	12,831.36	
Friend of the Winooski River							
Water Wise Woodlands	0.00	0.00	0.00	100.11	1,755.48	1,855.59	Quarterly invoice.
Total Friend of the Winooski River	0.00	0.00	0.00	100.11	1,755.48	1,855.59	
LEPC SERC							
LEPC 21	551.37	422.49	0.00	1,422.91	3,298.33	5,695.10	Quarterly invoice. June sent 07/30/21.
Total LEPC SERC	551.37	422.49	0.00	1,422.91	3,298.33	5,695.10	
Marshfield							
LHMP	2,000.00	0.00	0.00	0.00	0.00	2,000.00	Product based.
Total Marshfield	2,000.00	0.00	0.00	0.00	0.00	2,000.00	
Middlesex							
Capital Improvement Plan	97.99	509.53	0.00	1,036.41	0.00	1,643.93	Monthly invoice.
Walkable Middlesex MPM	78.39	0.00	0.00	0.00	0.00	78.39	Monthly invoice.
Zoning Update	151.79	0.00	0.00	0.00	0.00	151.79	Monthly invoice.
Total Middlesex	328.17	509.53	0.00	1,036.41	0.00	1,874.11	
Montpelier							
VOREC	2,909.77	0.00	0.00	0.00	0.00	2,909.77	Monthly invoice. To be paid with advanced funds. (received 07/26/21)
Montpelier - Other	0.00	2,500.00	0.00	0.00	0.00	2,500.00	LHMP match. Sent 06/21/21. Inquired about payment 09/03/21.
Total Montpelier	2,909.77	2,500.00	0.00	0.00	0.00	5,409.77	
Moretown							
Zoning Update	758.93	841.81	0.00	2,878.60	0.00	4,479.34	Quarterly invoice.
Total Moretown	758.93	841.81	0.00	2,878.60	0.00	4,479.34	
Mount Ascutney Regional Commission							
DIBG - Berlin Town Office Construction	265.19	0.00	665.22	65.18	0.00	995.59	Monthly invoice. June sent 07/30/21.
DIBG - Woodbury Calais Final Design							
Calais East Calais PO	0.00	0.00	0.00	6,843.50	0.00	6,843.50	
Calais Moscow Wds	0.00	0.00	0.00	6,843.50	0.00	6,843.50	

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Executive Committee

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09/05/21Central Vermont Regional Planning Commission
A/R Aging Summary
As of June 30, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES (Gray shading denotes payment received.)
Woodbury/Calais Program Delivery	561.92	0.00	251.30	319.02	0.00	1,132.24	Monthly invoice. June sent 07/30/21.
Total DIBG - Woodbury Calais Final Design	561.92	0.00	251.30	14,006.02	0.00	14,819.24	
Total Mount Ascutney Regional Commission	827.11	0.00	916.52	14,071.20	0.00	15,814.83	
Northwest Regional Comm'n							
Municipal Grants in Aid							
FY21 BMP	3,238.60	2,880.26	0.00	613.58	513.35	7,245.79	Quarterly invoice. June sent 07/15/21.
FY21 Equipment	372.64	55.90	0.00	335.37	79.36	843.27	Quarterly invoice. June sent 07/15/21.
Total Municipal Grants in Aid	3,611.24	2,936.16	0.00	948.95	592.71	8,089.06	
Total Northwest Regional Comm'n	3,611.24	2,936.16	0.00	948.95	592.71	8,089.06	
Orange							
Trail Mapping	136.62	377.15	0.00	0.00	0.00	513.77	Monthly invoice. June sent 07/28/21.
Total Orange	136.62	377.15	0.00	0.00	0.00	513.77	
Rutland Regional Comm'n							
ARPA	1,222.93	971.13	0.00	0.00	0.00	2,194.06	Contract received, but has challenges. RRPC working to resolve with ACCD.
Total Rutland Regional Comm'n	1,222.93	971.13	0.00	0.00	0.00	2,194.06	
VTrans							
TPI							
TPI Admin	3,190.47	0.00	0.00	0.00	0.00	3,190.47	
TPI Coordination	3,619.03	0.00	0.00	0.00	0.00	3,619.03	
TPI Long Range	909.58	0.00	0.00	0.00	0.00	909.58	
TPI Other TRPT	14,202.25	0.00	0.00	0.00	0.00	14,202.25	Monthly invoice. June sent 08/10/21.
TPI Project Develop	157.00	0.00	0.00	0.00	0.00	157.00	
TPI SRP	8,089.12	0.00	0.00	0.00	0.00	8,089.12	
Total TPI	30,167.45	0.00	0.00	0.00	0.00	30,167.45	
VTrans - Other	0.00	-0.10	0.00	-0.01	-0.09	-0.20	Clean up required prior to audit.
Total VTrans	30,167.45	-0.10	0.00	-0.01	-0.09	30,167.25	
Waitsfield							
West Village Sidewalk MPM	705.49	0.00	0.00	0.00	0.00	705.49	Monthly invoice. June sent 07/17/21.
Total Waitsfield	705.49	0.00	0.00	0.00	0.00	705.49	
Washington	0.00	0.00	0.00	0.00	-0.50	-0.50	
Watershed Consulting_							
WCA P3 Acre							
4. Mtg Coord	0.00	279.64	0.00	86.90	191.62	558.16	Project complete.
5. Report	0.00	108.62	0.00	0.00	0.00	108.62	
Total WCA P3 Acre	0.00	388.26	0.00	86.90	191.62	666.78	
Total Watershed Consulting_	0.00	388.26	0.00	86.90	191.62	666.78	
Woodbury							
Plan Engagement	196.38	719.12	0.00	761.13	208.61	1,885.24	Product based. July invoice in review process.

09/07/21

Executive Committee

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8:27 AM
09/05/21

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

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Woodbury Town Plan	0.00	114.07	0.00	3,277.63	4,890.62	8,282.32
Total Woodbury	196.38	833.19	0.00	4,038.76	5,099.23	10,167.56
TOTAL	<u>76,752.44</u>	<u>17,445.57</u>	<u>6,626.86</u>	<u>97,080.48</u>	<u>42,588.09</u>	<u>240,493.44</u>

NOTES (Gray shading denotes payment received.)

Product based. Next invoice is 09/30/21.

Paid Time Off Liability Balances

As of 6/30/2021

COMPENSATORY TIME

Employee	Wage Rate	Hours	Current Value	Maximum Hours ¹	Maximum Accrual ¹
Andrews, A.	23.01	0.00	\$ -		
Chartrand, N.	26.26	11.62	\$ 305.14		
DeAndrea, P.	28.59	0.00	\$ -		
Juodisius, E.	18.72	0.00	\$ -		
Meyer, C.	31.25	0.00	\$ -		
Rock, C.	28.60	0.00	\$ -		
Vinson, G.	23.42	0.00	\$ -		
Waninger, B.	43.74	672.25	\$ 29,404.22		
		683.87	\$ 29,709.36		

SICK LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	23.01	115.79	\$ 2,664.33	360	\$ 8,283.60
Chartrand, N.	26.26	191.95	\$ 5,040.61	221	\$ 5,792.96
DeAndrea, P.	28.59	26.75	\$ 764.78	360	\$ 10,292.40
Meyer, C.	31.25	21.00	\$ 656.25	32	\$ 1,000.00
Rock, C.	28.60	169.10	\$ 4,836.26	259	\$ 7,418.84
Vinson, G.	23.42	62.75	\$ 1,469.61	152	\$ 3,559.84
Waninger, B.	43.74	360.00	\$ 15,746.40	360	\$ 15,746.40
		947.34	\$ 31,178.23	1,744	\$ 52,094.04

VACATION LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	23.01	262.96	\$ 6,050.71	280	\$ 6,442.80
Chartrand, N.	26.26	121.91	\$ 3,201.36	133	\$ 3,492.58
DeAndrea, P.	27.75	59.99	\$ 1,664.72	200	\$ 5,550.00
Meyer, C.	31.25	37.75	\$ 1,179.69	40	\$ 1,250.00
Rock, C.	28.60	39.50	\$ 1,129.70	160	\$ 4,576.00
Vinson, G.	23.42	31.23	\$ 731.41	124	\$ 2,896.35
Waninger, B.	43.74	200.00	\$ 8,748.00	200	\$ 8,748.00
		753.34	\$ 22,705.58	1,137	\$ 32,955.73

SUMMARY

	<u>Current</u>	<u>Maximum</u>
Total Paid Time Off Liability	\$ 83,593.17	\$ 114,759.12
Maximum versus Current Difference	\$ 31,165.95	Percent of Max 73%

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).

9:57 AM
09/05/21
Accrual Basis

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

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 · ACCD				
4101 · ACCD Direct	267,580.20	272,678.00	-5,097.80	98.13%
4102 · ACCD Match	0.00			
4100 · ACCD - Other	0.00	0.00	0.00	0.0%
Total 4100 · ACCD	267,580.20	272,678.00	-5,097.80	98.13%
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	25,887.18	25,000.00	887.18	103.55%
4200 · Community Development - Other	0.00	0.00	0.00	0.0%
Total 4200 · Community Development	35,762.18	34,875.00	887.18	102.54%
4300 · Fee for Services				
4302 · Cross VT Trail	1,200.00	1,200.00	0.00	100.0%
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	2,363.23	2,500.00	-136.77	94.53%
4320 · Town of Duxbury	1,021.11			
4325 · Orange Trail Mapping	513.77			
4300 · Fee for Services - Other	0.00	0.00	0.00	0.0%
Total 4300 · Fee for Services	13,521.68	12,200.00	1,321.68	110.83%
4400 · Municipal Contracts				
4403 · Better Back Roads	20,697.42	20,716.00	-18.58	99.91%
4404 · Cabot Trails MPG 19	0.00			
4409 · Local Hazard Mitigation Plans	2,500.00			
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	12,442.24	11,727.00	715.24	106.1%
4440 · Town of Middlesex	10,191.40	11,424.00	-1,232.60	89.21%
4445 · Town of Moretown	6,906.16	5,280.00	1,626.16	130.8%
4450 · Town of Marshfield	8,500.00	8,499.00	1.00	100.01%
4455 · Montpelier VOREC	2,909.77			
4460 · Town of Waitsfield	1,920.50	2,300.00	-379.50	83.5%
4400 · Municipal Contracts - Other	0.00	0.00	0.00	0.0%
Total 4400 · Municipal Contracts	76,352.86	70,231.00	6,121.86	108.72%
4500 · Natural Resources				
4501 · 604B Water Planning	3,636.00	3,636.00	0.00	100.0%
4505 · DEC Woodbury SW Final Design	0.00	0.00	0.00	0.0%
4506 · Forest Integrity	15,353.40	40,375.00	-25,021.60	38.03%
4512 · NEIWPCC Berlin SW Final Design	0.00	0.00	0.00	0.0%
4515 · MARC Clean Water Block Grant	0.00	0.00	0.00	0.0%
4516 · Tactical Basin Planning	30,439.07	30,024.00	415.07	101.38%
4518 · WCA PublicPrivatePartnership-P3	666.78	3,792.00	-3,125.22	17.58%
4519 · MARC Design Imp. Block Grant	32,968.51	42,482.00	-9,513.49	77.61%

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09/05/21
Accrual Basis

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

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
4520 · DEC Woodbury Elem/Fire SW F.D	14,568.22	28,799.00	-14,230.78	50.59%
4521 · DEC Moretown School SW Fin Des	17,308.42	36,152.00	-18,843.58	47.88%
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	116,795.99	187,455.00	-70,659.01	62.31%
4600 · Public Safety				
4602 · EMPG	24,960.58	36,740.00	-11,779.42	67.94%
4607 · LEPC SERC	9,928.58	9,628.00	300.58	103.12%
4609 · DPS Local Hazard Mitig. Plans	8,987.64	11,324.00	-2,336.36	79.37%
4611 · VEM Emergency Operation MOA	0.00	250.00	-250.00	0.0%
4615 · DPS EMPG	13,938.63	15,636.00	-1,697.37	89.14%
4620 · VDT LGER	115,745.17	113,676.00	2,069.17	101.82%
4630 · RRPC ARPA	2,194.06			
Total 4600 · Public Safety	175,754.66	187,254.00	-11,499.34	93.86%
4700 · Town Dues (Parent)				
4701 · Town Dues	79,875.00	79,875.00	0.00	100.0%
4702 · Town Dues Match	0.00			
Total 4700 · Town Dues (Parent)	79,875.00	79,875.00	0.00	100.0%
4800 · Transportation				
4803 · Grants in Aid	22,929.45	18,224.00	4,705.45	125.82%
4804 · TPI	221,973.10	262,459.00	-40,485.90	84.57%
Total 4800 · Transportation	244,902.55	280,683.00	-35,780.45	87.25%
4900 · Other Income				
4901 · Interest Income	319.59	295.00	24.59	108.34%
4940 · High Meadows Fund	650.93			
4950 · Salaries To Be Allocated	0.00			
4955 · Indirect To Be Allocated	0.00			
4960 · Expenses To Be Allocated	0.00			
4999 · Miscellaneous Income	6,352.23	5,000.00	1,352.23	127.05%
Total 4900 · Other Income	7,322.75	5,295.00	2,027.75	138.3%
Total Income	1,017,867.87	1,130,546.00	-112,678.13	90.03%
Gross Profit	1,017,867.87	1,130,546.00	-112,678.13	90.03%
Expense				
5000 · Wages and Fringe Benefits				
5001 · Personnel	454,176.68	489,209.00	-35,032.32	92.84%
5100 · Fringe Benefits				
5101 · FICA	33,144.44	37,292.00	-4,147.56	88.88%
5110 · Health Insurance	87,587.70	85,203.00	2,384.70	102.8%
5112 · Dental Insurance	5,311.02	5,660.00	-348.98	93.83%
5115 · Life Disability Insurance	2,878.56	3,234.00	-355.44	89.01%
5120 · Pension Plan - Edward Jones	17,436.79	19,047.00	-1,610.21	91.55%
5125 · Technology Stipend	3,322.89	3,440.00	-117.11	96.6%
5130 · Unemployment Insurance	578.00	590.00	-12.00	97.97%
5135 · Worker's Comp	3,384.96	3,394.00	-9.04	99.73%
5100 · Fringe Benefits - Other	0.00	0.00	0.00	0.0%
Total 5100 · Fringe Benefits	153,644.36	157,860.00	-4,215.64	97.33%
5000 · Wages and Fringe Benefits - Other	0.00	0.00	0.00	0.0%

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

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Total 5000 · Wages and Fringe Benefits	607,821.04	647,069.00	-39,247.96	93.94%
5200 · Professional Services				
5201 · Accounting	60,000.00	65,000.00	-5,000.00	92.31%
5202 · Audit	7,950.00	7,950.00	0.00	100.0%
5203 · IT/Computer	1,025.00	2,300.00	-1,275.00	44.57%
5204 · Legal	2,909.50	3,000.00	-90.50	96.98%
5205 · Videography	0.00	0.00	0.00	0.0%
5206 · Professional Services - Other	769.50	1,300.00	-530.50	59.19%
5200 · Professional Services - Other	0.00	0.00	0.00	0.0%
Total 5200 · Professional Services	72,654.00	79,550.00	-6,896.00	91.33%
5305 · Advertising	3,067.07	3,454.00	-386.93	88.8%
5315 · Consultants	158,115.83	234,242.00	-76,126.17	67.5%
5320 · Depreciation expense	5,239.96	4,800.00	439.96	109.17%
5325 · Copy				
5326 · Copier extra copies	1,125.31	1,320.00	-194.69	85.25%
5327 · Copier Lease Payments	2,344.97	2,340.00	4.97	100.21%
5325 · Copy - Other	0.00	0.00	0.00	0.0%
Total 5325 · Copy	3,470.28	3,660.00	-189.72	94.82%
5330 · Supplies				
5331 · Equipment/Furniture	3,956.59	4,080.00	-123.41	96.98%
5332 · GIS Supplies	0.00	500.00	-500.00	0.0%
5333 · Office Supplies	3,055.88	3,000.00	55.88	101.86%
5334 · Billable Supplies	24.25	307.00	-282.75	7.9%
5335 · Subscriptions/Publications	727.88	1,411.00	-683.12	51.59%
5330 · Supplies - Other	0.00	0.00	0.00	0.0%
Total 5330 · Supplies	7,764.60	9,298.00	-1,533.40	83.51%
5344 · Insurance				
5345 · Liability Insurance	1,338.00	1,532.00	-194.00	87.34%
5346 · Public Officials Insurance	5,454.88	3,316.00	2,138.88	164.5%
Total 5344 · Insurance	6,792.88	4,848.00	1,944.88	140.12%
5350 · Meetings/Programs	2,738.11	2,900.00	-161.89	94.42%
5355 · Postage	920.86	1,105.00	-184.14	83.34%
5360 · Dues/Memberships/Sponsorships				
5361 · Government Relations	3,454.56	3,455.00	-0.44	99.99%
5360 · Dues/Memberships/Sponsorships - Other	6,926.46	6,995.00	-68.54	99.02%
Total 5360 · Dues/Memberships/Sponsorships	10,381.02	10,450.00	-68.98	99.34%
5370 · Office Occupancy				
5310 · Cleaning	2,080.00	2,160.00	-80.00	96.3%
5371 · Rent/Utility Payments	42,383.40	42,383.00	0.40	100.0%
5370 · Office Occupancy - Other	0.00	200.00	-200.00	0.0%
Total 5370 · Office Occupancy	44,463.40	44,743.00	-279.60	99.38%
5375 · Software/Licenses/IT Sub	8,238.63	12,327.00	-4,088.37	66.83%
5385 · Telephone/Internet	6,728.20	6,780.00	-51.80	99.24%
5390 · Travel	6,411.64	7,789.00	-1,377.36	82.32%
5999 · Miscellaneous Expenses				
5339 · Gifts	449.16	920.00	-470.84	48.82%
5380 · Fees				

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

	<u>Jul '20 - Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
5382 · Bank Fees	139.44			
5383 · DRRRA Fees	12.50			
5384 · Payroll Direct Deposit Fees	16.00			
5380 · Fees - Other	619.02	730.00	-110.98	84.8%
Total 5380 · Fees	786.96	730.00	56.96	107.8%
5999 · Miscellaneous Expenses - Other	0.00	410.00	-410.00	0.0%
Total 5999 · Miscellaneous Expenses	1,236.12	2,060.00	-823.88	60.01%
8000 · Indirect Costs	0.00			
Total Expense	946,043.64	1,075,075.00	-129,031.36	88.0%
Net Ordinary Income	71,824.23	55,471.00	16,353.23	129.48%
Other Income/Expense				
Other Expense				
5960 · Bad Debt Expense	1,269.90			
Total Other Expense	1,269.90			
Net Other Income	-1,269.90			
Net Income	<u>70,554.33</u>	<u>55,471.00</u>	<u>15,083.33</u>	<u>127.19%</u>



MEMO

Date: September 2, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Contract/Agreement Approvals

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

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

VT Department of Environmental Conservation – Clean Water Service Provider Start Up

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

Scope of Work:

- 1) Clean Water Service Provider (CWSP) Start Up: develop and maintain a website, set up subaward tracking processes, set up project tracking processes, set up accounting and legal services, develop CWSP policies, participate in meetings with the state to establish CWSP operations, and process invoices/direct billed administration.
- 2) Basin Water Quality Council (BWQC) Start Up: establish and empanel the BWQC, capacity development/training, BWQC meeting rules/policies/bylaws, BWQC meetings during start-up, and prepare for procurement.
- 3) Post-BWQC Formation: Placeholder language to include additional scope of work and additional funding for Phase 3 work to support the transition of the Grantee and their BWQC to operation.

Contract Amount: \$55,195 (Phases 1 and 2 only)

Performance Period: Upon signature by the State – 06/30/22 (Phases 1 and 2 only)

Staff: Grace Vinson (primary), Bonnie Waninger, Dana Hock, Nancy Chartrand, Pam DeAndrea

Notes: DEC has proposed the following change to Section 12, Work Product Ownership based on RPC questions: "This clause shall replace item #12 on page 1 of this agreement. The parties agree that ownership of all data, papers, reports, forms, or other material collected or produced by the Contractor, under this contract, (the "work product") shall belong to the Contractor. Upon a request made by the State, the Contractor shall provide, free of cost, copies of all such work product no later than 30 days from the date of the request. The State shall have a nonexclusive, nontransferable, irrevocable, royalty free paid-up license to use or have used the work product for or on behalf of the State during the pendency of the agreement and thereafter. The State may

provide the work product to its contractors, grantees, community partners, and to other local, state, and federal governmental entities for their non-commercial use.” The final agreement will include this substitution.

Agency of Commerce and Community Development - ACCD Local and Regional Planning FY21

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

Scope of Work: Provides funding to carry out RPC duties and optional duties described in 24 V.S.A. Chapter 117.

Generally, the scope of work includes:

- maintaining the Regional Plan,
- participating in Act 250 and Section 248 project review,
- assisting municipalities to prepare and maintain plans, studies, bylaws, applications for designation and other implementation activities,
- carrying out statutory duties related to municipal plan approval and municipal consultation,
- providing training for municipalities, support statewide initiatives identified by ACCD, and
- work on statutory duties as determined by regional priorities.

This annual grant includes two special activities for FY22 via one-time funding from the Legislature:

- deliver pandemic recovery assistance for up to a three-year period.
- deliver energy planning services for municipal enhanced energy planning and implementation to advance the Regional Energy Plan, Statewide Energy Plan & emerging climate goals.

Funding:

Grant Amount: \$438,109

Match Amount: None required.

Performance Period: 07/01/21 – 06/30/22

Staff: All staff perform work under this program. Primary staff are land use, GIS, and the Executive Director.

Chittenden County Regional Planning Commission – Tactical Basin Planning FY22

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

Scope of Work: Provide coordinated outreach regarding the Vermont Clean Water Act (Act 64) and RPC Tactical Basin Planning support. Specific activities include:

- 1) regional coordination with basin planning partners to ensure cross pollination of efforts,
- 2) regional sector-based workgroup coordination, including municipal meetings and the Clean Water Advisory Committee,
- 3) outreach and technical assistance on clean water requirements and to guide municipal implementation of priority water quality projects,
- 4) municipal plan and bylaw support,
- 5) Tactical Basin Plan development and review assistance for the Lamoille (Basin 7), White River (Basin 9), and Winooski (Basin 8) river basins,

- 6) participate in any training or information sessions for prospective Basin Water Quality Councils (BWQC) member (when CVRPC is acting as a BWQC member, not the CWSP),
- 7) program reporting, and
- 8) Clean Water Initiative Program sign hosting.

Funding:

Grant Amount: \$26,487 (state funds)

Match Amount: None.

Performance Period: 08/01/21 – 07/31/22

Staff: Pam DeAndrea (primary), Grace Vinson, Clare Rock, Nancy Chartrand, Bonnie Waninger

Bigglestone Investments – Office Lease

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

Scope of Work: Provide 2,649 square feet of office space and common areas at 29 Main Street, Suite #4, in Montpelier, VT for a period of 10 years.

Funding:

Amount: \$430,453.20

Performance Period: 10/01/21 – 09/30/31

Staff: Nancy Chartrand

Note: CVRPC is electing to sign a 10-year lease due to the landlord's investment to modify the space for CVRPC's needs.

CONTRACTS ISSUED

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

SLR International Corporation – Plainfield Gully Stormwater Implementation Engineering Services

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

Scope of Work: Provide changes to stormwater final design and cost estimate (if necessary), attend stakeholder meetings, provide bid phase services, apply for project permits, provide construction oversight, inspections and reporting for the Plainfield Gully Stormwater construction project.

Funding:

Contract Amount: \$37,000

Performance Period: 09/13/21 – 10/31/22

Staff: Pam DeAndrea

Note: SLR completed the final design for the project under the name Milone and MacBroom, Inc.

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)

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

VT Department of Public Safety – Calais & Montpelier Local Hazard Mitigation Plans Amendment 1

Scope of Work: Update local hazard mitigation plans for the Town of Calais and the City of Montpelier. The scope of services includes documenting, assessing, and prioritizing risks, hazards, and mitigation strategies the Town and City should implement to avoid or minimize damage from disaster events.

Funding:

Amount: \$14,958 (federal)

Match Amount: \$4,986

Match Source: In-kind services from the City of Montpelier and Town of Calais

Performance Period: 08/16/17 – ~~08/06/21~~ 07/31/22

Note: The Performance Period was extended because the State was unable to provide comments on the plan as expected due to COVID-19 response commitments.

CONTRACTS ISSUED

Dubois & King – Transportation Services Master Agreement Addendum 1, Northfield Ridge + River Alternatives Analysis

Scope of Work: Study the feasibility of improved access and connectivity to the Northfield town forest.

Funding: \$18,223

Performance Period: 06/28/21 – 06/30/22

Staff: Christian Meyer (primary)

LamCo Cleaning Services, LCC – Office Cleaning Services

Scope of Work: Clean office bi-weekly. Respond to CVRPC special requests.

Funding: \$7,020

Performance Period: 10/01/21 - 09/30/24

Staff: Nancy Chartrand

SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called “State”), and Central Vermont Regional Planning Commission with principal place of business at Montpelier, VT (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for services generally on the subject of a investing in Clean Water Start-up programs for a regional area. Detailed scope to be provided by the Grantee are described in Attachment A, Scope of Work to be Performed.
3. Maximum Amount: In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed \$55,195.00. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without written approval from the State.
4. Subcontracting: Grantee shall not assign labor duties to a subcontractor without the prior written approval from the State.
5. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
6. Ownership and Disposition Assets: Grantee must submit a written request to retain the asset at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
7. Source of Funds: State funds.
8. Grant Term: The period of Grantee’s performance shall begin upon date of execution, signified by the date of signature by the State and end on June 30, 2022.
9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least thirty (30) days prior to the end date of this agreement or the request may be denied.
10. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
11. Fiscal Year: The Grantee’s fiscal year starts July 1 and ends June 30.
12. Work product ownership: Upon full payment by the State, all products of the Grantee’s work, including outlines, reports, charts, sketches, drawings, art work, 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 Grantee.

13. Attachments: This Grant consists the following attachments that are incorporated herein:
- Attachment A - Scope of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C - Customary State Grant Provisions

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.**STATE OF VERMONT****By:**

Commissioner**Dept. of Environmental Conservation****Date:** _____**GRANTEE****By:**

Name: (Print) _____**Title:** _____**Date:** _____

Attachment A
Scope of Work to be Performed

Grantee Responsibilities:

1. **Phase One: Clean Water Service Provider (CWSP) Start-up.** This grant is to assist the Grantee in preparing for assignment as a Clean Water Service Provider by completing the following steps :
 - a. **Develop and Maintain a Website**
The Grantee will need to establish a dedicated website and/or webpage on their host organization's website dedicated to Grantee activities and notices. The website/webpage shall include links to Basin Water Quality Council (BWQC) meeting minutes, Grantee policies and procedures, information on Grantee procurement, information on Grantee projects, and any other relevant information related to Grantee service. Creation of the website/webpage shall include obvious navigation to easily find the website/webpage. The website shall be kept up to date, during the period of CWSP service, and maintained in accordance with applicable guidance. While not all information will be available during the start-up period, Grantee should set up their website/webpage so that it is ready to publish documents and policies once the CWSP is fully operational. In addition, the Grantee will establish a link to relevant Act 76/DEC websites (e.g., Act 76, Tactical Basin Planning Basin 08 Page, Watershed Projects Database, Clean Water Portal, etc.).
 - b. **Set up Subaward Tracking Processes.** Once awarded a Formula Grant, the Grantee may issue subawards in the form of grants and contracts to entities to standup clean water projects within the Winooski River basin. Accordingly, the Grantee must establish a tracking system for managing these 'grants-out' and 'contracts-out'. The Grantee will also need to report on their Formula grant activities and will establish reporting systems to provide information and reports required by the State. Development of tracking and reporting systems must be performed in coordination with the State to ensure there is no duplication of effort and that the Grantee is organizing itself to track and report the right information.
 - c. **Set up Project Tracking Processes**
The Grantee will standup clean water projects either directly or by procuring services to stand up those projects, and must establish sufficient project tracking systems so that the Grantee can report on projects, including operations and maintenance activities, as required by the State, while supporting any additional information of relevance to the Grantee or its BWQC. As the State will develop a centralized project tracking system for use by all CWSPs, development of Basin-specific tracking and reporting systems must be performed in coordination with the State to ensure there is no duplication of effort and that the Grantee is organizing itself to track and report the right information. In conjunction with other CWSPs, grantee will develop Standard Operating Procedures for tracking and reporting systems to help ensure information flow between sub-grantors, other CWSPs, and the State to ensure that services are delivered consistently, and to foster continuity of operations.

- d. Set up Accounting and Legal Services
The Grantee shall implement proper accounting protocols, processes and systems to comply with State requirements for reporting, financial management, and internal controls. The Grantee may also need legal assistance with relevant aspects of Grantee responsibilities.
- e. Develop CWSP Policies
The Grantee will develop required policies (or submit their current policy, if they have one that meets State requirements), including: subgrant/procurement policy, conflict of interest policy, personnel policy, internal controls policy, accounting/financial reporting, public participation, and a Grantee operating policy. If the Grantee relies on current policies of the host-organization, any changes to those policies to comply with Grantee specific requirements (such as those contained in Act 76, Rule, Guidance, or grant documents) may be documented in an 'amendment' or 'addendum' that contains the Grantee-specific policy changes. Note, that Act 76 states that the role of the BWQC is to set policy for the Grantee; when developing and establishing policies that relate to Grantee functions, the Grantee shall coordinate and shall seek review and adoption by the BWQC.
- f. Participate in Meetings with the State to establish CWSP operations
The State will host meetings on Guidance Development, and other topics related to CWSP service during the Start-up period. The Grantee, in their role as a CWSP, will attend meetings on Guidance Development with the State as appropriate.
- g. Process Invoices/Direct Billed Administration

2. Phase Two: BWQC Start-up.

- a. Establish and Empanel the BWQC
Working with the appropriate statutory partners and pursuant to the applicable rules and requirements for selection of each member, the Grantee will identify the 9 members of their BWQC for their Basin. Grantee and BWQCs should make a substantial effort to include diversity and equity considerations in their decision making process with regard to empaneling and facilitation of the BWQC.
- b. Capacity Development/Training
The Grantee will train selected or prospective BWQC members, as appropriate. The Grantee may also conduct outreach to the stakeholders in their basin to update them on Grantee activities during start-up. This item is reserved for Grantee expenses for this activity; payment to a BWQC that would flow through the Grantee for participation in any trainings is covered in deliverable 'd', below.
- c. BWQC Meeting Rules/Policies/Bylaws
The Grantee, in conjunction with their BWQC members shall develop rules for BWQC meetings, as well as any applicable policies and/or bylaws related to BWQC meetings and responsibilities. Rules, policies and bylaws must be written consistent with the applicable statute, rule and guidance.

d. BWQC Meetings During Start-up

BWQC members will be expected to attend certain trainings and meetings with the State, as well as select meetings with the Grantee during the Start-up period. This deliverable is reserved for paying two municipal and one land conservation organization representative for their attendance at four of these meetings (\$50/hour, plus reasonable travel expenses for in-person meetings).

e. Prepare for Procurement

The Grantee may choose to engage in certain procurement activities during the Start-up period, in preparation of full Grantee operations, in accordance with the CWSP Rule. Procurement activities conducted under this agreement may consist of establishing a pre-qualification process, which may also include pre-qualification of entities, and/or issuance of retainer contracts, but shall not commit dollars to the advancement of projects. Note, that Act 76 states that the role of the BWQC is to set policy for the Grantee; when developing and establishing policies that relate to Grantee functions, the Grantee shall coordinate and shall seek review and adoption by the BWQC.

3. **Phase Three: Post-BWQC Formation.**

This agreement is authorized to be amended to include additional scope of work and additional funding for Phase 3 work, to support the transition of the Grantee and their BWQC to operation within Water Quality Restoration Formula Grant awards authorized pursuant to 10 VSA §926. The State will initiate this amendment process, which may involve an additional Request for Information from the Grantee. Phase 3 work includes but may not be limited to: adoption of project management tools including project dashboards and databases; support of BWQC decision-making for project advancement; identification of projects for consideration by the BWQC; development of O&M protocols, capacity, policies, and relationships; development of local priority and co-benefit scoring; and, legal expenses pursuant to the CWSP Rule.

Performance Measure	Deliverable	Timeframe	Proposed Payment
<u>Phase 1</u>			
• Develop a website/webpage for CWSP and BWQC notices and activities	• Website/webpage description and link	December, 2021	\$5,512.00 maximum; billed no more frequently than monthly

Performance Measure	Deliverable	Timeframe	Proposed Payment
<ul style="list-style-type: none"> Set up a grant/contract tracking system and grant reporting systems, to manage grant and contract issuance, and grant reporting to the State 	<ul style="list-style-type: none"> Description of the grant/contract tracking system and grant reporting system (and access?) 	January, 2022	\$1,771.00 maximum; billed no more frequently than monthly
<ul style="list-style-type: none"> Set up a project tracking system, for managing CWSP funded projects, that integrates with the State's project tracking 	<ul style="list-style-type: none"> Description of the project tracking system and access? 	January, 2022	\$1,495.00 maximum; billed no more frequently than monthly
<ul style="list-style-type: none"> Ensure all CWSP legal and accounting requirements will be sufficient for CWSP operations 	<ul style="list-style-type: none"> Report on upgrades to/status of legal/accounting framework for CWSP operations 	March, 2022	\$2,282.00 plus \$1,448 for sub-contractor: \$3,730.00 maximum; billed no more frequently than monthly
<ul style="list-style-type: none"> Draft required CWSP policies 	<ul style="list-style-type: none"> Subgrant policy Conflict of Interest policy Personnel policy Internal controls policy Other required policies 	June, 2022	\$5,805.00 maximum; billed no more frequently than monthly
<ul style="list-style-type: none"> Provide input to development of Secretary's Guidance, by participating in Act 76 Advisory Group Meetings 	<ul style="list-style-type: none"> Summaries of meeting outcomes and written feedback on policies/proposals as requested by the State 	Ongoing	\$7,082.00 maximum; billed no more frequently than monthly
<ul style="list-style-type: none"> Process Invoices/Direct Billed Administration 	<ul style="list-style-type: none"> Invoices, etc. 	Ongoing	\$5,000.00
<u>Phase 2</u>			

Performance Measure	Deliverable	Timeframe	Proposed Payment
<ul style="list-style-type: none"> Establish and empanel the BWQC 	<ul style="list-style-type: none"> List of BWQC members, affiliation and contact information 	December, 2021	\$2,431.00 maximum; billed no more frequently than monthly
<ul style="list-style-type: none"> BWQC capacity development and training 	<ul style="list-style-type: none"> List of any trainings, dates, attendees, and agenda. List of outreach activities conducted to stakeholders in the basin. Conduct training, and if needed, provide support to community groups to foster development of organizations that can serve on the BWQC 	March, 2022	\$11,545.00 maximum; billed no more frequently than monthly
<ul style="list-style-type: none"> Develop and Adopt BWQC Meeting Rules and Policies 	<ul style="list-style-type: none"> Copy of adopted rules/policies 	February, 2022	\$6,083.00 maximum; billed no more frequently than monthly
<ul style="list-style-type: none"> BWQC member attendance at applicable meetings and trainings during Start-up 	<ul style="list-style-type: none"> Attendance at meetings 	Ongoing	\$1,200.00 maximum; billed no more frequently than monthly
<ul style="list-style-type: none"> Conduct RFQs, procurement for select services related to stand up clean water projects, as appropriate 	<ul style="list-style-type: none"> List of services procured 	April, 2022	\$3,541.00 maximum; billed no more frequently than monthly

Performance Measure	Deliverable	Timeframe	Proposed Payment
Total			\$55,195.00

Attachment B

Payment Provisions

This grant is a performance based grant. Payments made to the grantee by the State are based on the successful completion of performance measures. Successful completion of each measure is clearly outlined in the scope of work. If the grantee is unable to obtain successful completion of a performance measure within the terms and conditions of the grant agreement, the Grantee may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated. Payments will be made in accordance with the Table 1 Deliverables Schedule in Attachment A.

The State will measure sufficient progress by examining the performance required under the work plan 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.

Risk-Based Assessment:

Risk Level:

Risk Level	Monitoring Requirements
Low	- Final performance report required.
Moderate	- Grantee is required to submit a biannual progress report(s). Progress report(s) must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.
High	- Grantee is required to submit quarterly progress reports (see above). - Grantee must document a course of corrective actions in order to maintain future eligibility for Vermont DEC funds. Grantees have a period of three years to complete corrective actions. If after three years no corrective actions have been taken, VDEC will no longer provide funds to the organization.

- These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.

The Grantee shall:

- ☒ Maintain a copy of all receipts on file for review upon request by the State,
☐ Include a copy of all receipts for costs requested for reimbursement.
☐ Other:

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.

Other Provisions

- Upload all completed forms to : <https://anronline.vermont.gov/home>
- Grantee is conferred blanket approval from the State to execute any subcontracts associated with this Agreement and related amendments. As part of the procurement process, the Grantee/Contractor must verify and document that none of its subgrantees/subcontractors are listed on the federal debarment list located at <https://sam.gov/content/home> or the State debarment list maintained by the Vermont Buildings and General Services (BGS) and located at: <https://bgs.vermont.gov/purchasing-contracting/debarment>. Both the name of the entity and name of the primary point of contact must be checked.



Vermont Department of Environmental Conservation

Agency of Natural Resources

Form 430 Request for Funds*Form must be filled out entirely before payment is released***Grantee Name:**
Grant #: **Purchase Order #:** **Payment#:** **Amount Requested:**
Performance Measures and Deliverables:

Performance Measure and Submitted Deliverable	Budget Amount	Amount Requested	Remaining Amount	Total Match Documented (if applicable, use total from Form 430-M)	Match Committed (if applicable)
1 –	\$	\$	\$	\$	
2 –	\$	\$	\$	\$	
3 –	\$	\$	\$	\$	
4 -	\$	\$	\$	\$	
5 – Final report.	\$	\$	\$	\$	
Total	\$	\$	\$	\$	\$

Approvals for Payment**Signed by:**

Grantee: _____ Date: _____

Title: _____

*The Grantee certifies that deliverables being billed on this invoice have been completed as outlined in the grant agreement.***Please upload this completed form to: <https://anronline.vermont.gov/home>**

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

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

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

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

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

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

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

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

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

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

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be

required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

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

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise

upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

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

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

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

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

STATE OF VERMONT GRANT AGREEMENT

Part 2 – Standard Agreement

REGIONAL PLANNING FUNDS GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont's **Agency of Commerce and Community Development** ("Agency"), **Department of Housing and Community Development** ("DHCD," and collectively with ACCD referred to herein as "State"), and the **Central Vermont Regional Planning Commission** with principal place of business at **29 Main Street, Suite , Montpelier, Vermont 05602** ("RPC" and collectively with State referred to herein as "Parties"). It is the RPC's responsibility to contact the Vermont Department of Taxes to determine if, by law, the RPC is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** Funding provided through this Grant Agreement supports **municipal and regional planning and related activities as described in Attachment A, Specifications of Work to be Performed, Appendix I, RPC Work Plan and Performance Measures, and Appendix II, Municipal Plan Consultation Report**. The Funds dedicated to RPC activities consist of those funds identified in 24 V.S.A. § 4306 and Act 74 (H. 439 2021 Session) (Appropriations), Sections D.100(a)(3)(A), G.600(b)(1)(B) & G.600(b)(1)(C) appropriated to the Agency for such purposes and distributed to the RPC pursuant to DHCD's "Rules for the Allocation and Distribution of Regional Planning Funds" adopted May 1992 and last amended April 2020 (hereinafter "Rules").
3. **Amendment:** This Grant Agreement represents the entire agreement between the parties; no changes, modifications, or amendments in the terms and conditions of this grant agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and RPC.
4. **Cancellation:** This grant agreement may be canceled by either party by giving written notice at least 30 days in advance.
5. **Attachments:** This grant agreement consists of 28 pages including the following attachments which are incorporated herein:
 - Attachment A – Specifications of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Grants and Contracts (December 15, 2017 Revision).
 - Appendix I – FY22 RPC/DHCD Work Plan
 - Appendix II – FY22 Municipal Plan Consultation Report

By signing this Grant Agreement, the duly authorized signatory of the RPC represents that, pursuant to, inter alia, 24 V.S.A. §§ 4341 and 4346, the RPC is an entity to which Funds may be made available, and that, pursuant to, inter alia, 24 V.S.A. § 4341, the RPC has and will comply with all relevant eligibility criteria related to Funds.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT:

By the State of Vermont:

Date: _____

Signature: _____

Name: Alex Farrell

Title: Deputy Commissioner

Agency: Department of Housing and
Community Development

By the RPC:

Date: _____

Signature: _____

Name: Bonnie Waninger

Title: Executive Director

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

The RPC will perform its statutory responsibilities as required by 24 V.S.A. Chapter 117, Subchapter 3. This Grant Agreement, including the activities outlined in Appendix I and Appendix II, may constitute only a subset of the overall statutory obligations of the RPC.

1. State's Goal: The RPC will help build the foundation for orderly growth. RPCs have statutory and contractual obligations in transportation, brownfields, energy, emergency management, economic development, natural resources and local and regional land use planning. In fiscal year 2022, additional funds pertaining to Energy Planning and Pandemic Response have been allocated to each RPC.

2. Grant Oversight:

- 2A.** Funds are provided to the RPC to support the provision of services and completion of products specifically described in this Grant Agreement's Appendix I and Appendix II, and must be used in a manner that conforms to all relevant State standards. The services performed under this Grant shall be monitored by State assigned staff. Reporting requirements will include performance expectations and deliverables, as stated in Appendix I and Appendix II. Any changes to time, scope, and/or resources shall be discussed in advance and the impacts to the work to be performed will be determined and reduced to writing by the State and the RPC in the form of a Grant Agreement amendment. If any Deliverables are not provided to the Agency by the RPC in a timely manner, the Agency may withhold progress payments or institute the process established in Section 4, below.
- 2B.** DHCD will review and comment on all regional plan updates. If any regional plan is adopted after DHCD has found and communicated to the RPC that it does not comply with the intent of statute, DHCD will file the findings with the documentation for the Grant Agreement in addition to sending them to the Regional Commission Chair. The RPC may request a peer review of the non-compliance identified by DHCD. The peers may issue findings and submit them to DHCD to be filed along with DHCD's findings.

3. RPC Deliverables:

- 3A.** The RPC **will deliver the prior contract year-end annual report to the State no later than July 31, 2021.** The report will conform to any required format distributed by the Agency and will address services provided and activities completed pursuant to prior year Scope of Work.
- 3B.** The RPC **will deliver a final audit report and financial statements, including any attachments, letters or responses regarding any findings, to the Agency no later than six months after the end of the RPC's fiscal year.** If applicable, the RPC must provide documentation to DHCD to demonstrate that any findings have been or will be addressed.
- 3C.** The RPC **will complete a mid-term report for the period of July 1, 2021 to December 31, 2021, due January 15, 2022, and a final report for the period of January 1, 2022 to June 30, 2022, due July 31, 2022.** These reports will summarize progress and completion of projects outlined in the workplan, and any significant changes made, as approved by the State, in the RPC Appendix I and Appendix II.

Upon receipt of each Report submission, the State, in order to fully assess the effectiveness of this Grant Agreement, may require additional information from the RPC, including anticipated and actual expenses that will include a summary of the RPC's operating budget that identifies all sources of funding by source (federal, state (by agency), municipal, other) and type (grants, contracts, dues, other).

4. Default/Recapture of Funds/Termination of Grant Agreement: Failure by the RPC to fulfill in a timely and proper manner its obligations under, or comply with, any of the terms or conditions of this grant agreement shall constitute a Default. The State shall notify the RPC of the Default, may establish a period not to exceed thirty (30) calendar days to correct such Default, and may cease payment of any portion of Grant funds, until the Default is cured. If the RPC does not cure the Default at the completion of the correction period, then State: (1) may require RPC to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this agreement; or, in the alternative, may forever retain any portion of Funds, equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this agreement by giving written notice to the RPC, specifying the effective date thereof.

5. Copyright: Upon full payment by the State, all products of the RPC's work funded by the State, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the joint property of the State of Vermont and the RPC. The RPC will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. The RPC shall not use any copyright protected material in the performance of the work under this agreement that would require the payment of any fee for present or future use of the same by the State. To the extent the RPC uses copyrighted materials in performance of work under this Grant Agreement, the RPC shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material.

(End of Attachment A)

**ATTACHMENT B
PAYMENT PROVISIONS**

1. Payment of Funds: The Funds identified in in 24 V.S.A. § 4306 and Act 74 (H. 439 2021 Session) (Appropriations), Sections D.100(a)(3)(A), G.600(b)(1)(B) & G.600(b)(1)(C) \ , shall be payable in four equal advance payments, with five percent (5%) withheld until completion as further described in paragraphs below. To receive payment, the RPC shall submit invoices as described below, along with required insurance documentation and deliverables.

Important – All invoices submitted by the RPC must identify the total amount of funding being requested from the annual appropriation, and energy planning appropriation for the quarter (see the chart on page 7 listing the amounts to be invoiced). Reimbursement of invoices not identifying these amounts will not be processed until a corrected invoice is received. All invoices must be emailed to jennifer.lavoie@vermont.gov for processing.

Payment #1, equal to funding for the **first quarter** of this twelve-month Grant plus the sum of \$75,000 in pandemic response pursuant to the appropriation of G.600(b)(1)(B), will be paid to the RPC **on or about July 15, 2021**, provided that this agreement has been duly executed and if applicable that the RPC has demonstrated that any findings from the RPC's most recent audit have been or will be addressed.

Payment #2, equal to funding for the **second quarter** of this twelve-month contract, will be paid to the RPC **on or about October 1, 2021**, but in no event prior to receipt and approval by DHCD of the prior contract year-end annual report.

Payment #3, equal to funding for the **third quarter** of this twelve-month Grant, will be **payable upon receipt and approval by the Commissioner of DHCD of the mid-term report showing satisfactory progress in completing the terms of this Grant**. Timing of payment will correspond to the submission date of the mid-term report: submission of a report by December 31, 2021, will result in payment on or about January 15, 2022; submission of a report by January 15, 2022, will result in payment on or about January 30, 2022.

Payment #4, equal to funding for the **fourth quarter** of this twelve-month Grant, will be paid to the RPC **on or about April 1, 2022**.

2.Final Payment: Final payment, equal to five percent (5%) of the Regional Planning Fund Allocation and five percent (5%) of the energy planning appropriation of G.600(b)(1)(C), allocated according to rules, will be held pending the RPC's completion of the work required under this Grant Agreement. The State will evaluate performance based on the RPC's completion of required work, reporting, and quality of data supplied. Upon a determination by the Commissioner that the RPC has adequately completed the required work, provision of data, and reporting, and no area of performance is rated as "Needs Improvement" in the Targets of Appendix I's Scope of Work and Performance Measures, the State will release the final payment upon receipt from the RPC of an acceptable invoice for the total final payment amount.

However, if the RPC has tasks in "Needs Improvement," it may be subject to the 5% being held permanently or until the task is completed. The DHCD Commissioner may meet with the RPC to discuss the areas in need of improvement and consider plans or approaches the RPC may employ to improve performance. The DHCD Commissioner will review any extenuating circumstances on a case-by-case basis.

Timing of final payment will correspond to the submission date of the final report: submission of a report by July 15, 2022, will result in payment on or about July 31, 2022; submission of a report by July 31, 2022, will result in payment on or about August 15, 2022.

3. If any portion of the Funds paid to RPC is not expended or obligated at the end of the scheduled term of this grant, the RPC will supply to the State a mutually agreeable plan detailing the anticipated expenditure of such remaining portion of Funds, before such expenditure occurs.

09/07/21

State of Vermont Agency of Commerce and Community Development
Department of Housing and Community Development
Grant Agreement with **Addison County Regional Planning Commission**

Executive Committee

#07110-RPC-2022-01

Vendor Name	RPC Allocation - Annual RPC Grant	Energy Funding Allocation	Quarterly Payment - Annual Funds	Energy Quarterly	Retainage - Annual Funds	Energy Retainage	Quarterly Combined	Retainage Combined	Pandemic Response	Total Grant Agreement Amount
Addison County Regional Planning Commission	\$232,121.00	\$79,373.00	\$55,128.74	\$18,851.09	\$11,606.05	\$3,968.65	\$73,979.83	\$15,574.70	\$75,000.00	\$386,494.00
Bennington County Regional Planning Commission	\$224,197.00	\$76,664.00	\$53,246.79	\$18,207.70	\$11,209.85	\$3,833.20	\$71,454.49	\$15,043.05	\$75,000.00	\$375,861.00
Central Vermont Regional Planning Commission	\$270,583.00	\$92,526.00	\$64,263.46	\$21,974.93	\$13,529.15	\$4,626.30	\$86,238.39	\$18,155.45	\$75,000.00	\$438,109.00
Chittenden County Regional Planning Commission	\$378,463.00	\$129,415.00	\$89,884.96	\$30,736.06	\$18,923.15	\$6,470.75	\$120,621.03	\$25,393.90	\$75,000.00	\$582,878.00
Lamoille County Regional Planning Commission	\$211,821.00	\$72,432.00	\$50,307.49	\$17,202.60	\$10,591.05	\$3,621.60	\$67,510.09	\$14,212.65	\$75,000.00	\$359,253.00
Northwest Regional Planning Commission	\$258,908.00	\$88,533.00	\$61,490.65	\$21,026.59	\$12,945.40	\$4,426.65	\$82,517.24	\$17,372.05	\$75,000.00	\$422,441.00
Northeast Regional Planning Commission	\$338,141.00	\$115,627.00	\$80,308.49	\$27,461.41	\$16,907.05	\$5,781.35	\$107,769.90	\$22,688.40	\$75,000.00	\$528,768.00
Rutland Regional Planning Commission	\$269,200.00	\$92,053.00	\$63,935.00	\$21,862.59	\$13,460.00	\$4,602.65	\$85,797.59	\$18,062.65	\$75,000.00	\$436,253.00
Mount Ascutney Regional Commission	\$197,266.00	\$67,455.00	\$46,850.68	\$16,020.56	\$9,863.30	\$3,372.75	\$62,871.24	\$13,236.05	\$75,000.00	\$339,721.00
Two Rivers-Ottauquechee Regional Commission	\$280,368.00	\$95,871.00	\$66,587.40	\$22,769.36	\$14,018.40	\$4,793.55	\$89,356.76	\$18,811.95	\$75,000.00	\$451,239.00
Windham Regional Commission	\$263,350.00	\$90,052.00	\$62,545.63	\$21,387.35	\$13,167.50	\$4,502.60	\$83,932.98	\$17,670.10	\$75,000.00	\$428,402.00
TOTAL	\$2,924,418.00	\$1,000,001.00	\$694,549.28	\$237,500.24	\$146,220.90	\$50,000.05	\$932,049.51	\$196,220.95	\$825,000.00	\$4,749,419.00

(End of Attachment B)

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

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

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

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

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

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

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

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

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

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

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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

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

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

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

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

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

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

- \$1,000,000 Personal & Advertising Injury

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

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

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

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

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

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

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

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to

remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

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

27. Termination:

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

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

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

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

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

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

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in

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

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

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions, Attachment C)

Appendix I

FY22 CVRPC/DHCD Work Plan & Reporting Form

The Municipal and Regional Planning Fund for the purpose of assisting municipal and regional planning commissions to carry out the intent of this chapter shall be disbursed to the Secretary of Commerce and Community Development for performance grants with regional planning commissions to provide regional planning services pursuant to section 4341a of this title; and allocations for performance grant funding to regional planning commissions shall be determined according to a formula to be adopted by rule under 3 V.S.A. chapter 25 by the Department for the assistance of the regional planning commissions. Disbursement of funding to regional planning commissions shall be predicated upon meeting performance goals and targets pursuant to the terms of the performance contract.

Task Deadlines:

- | | |
|---------------------------|---|
| ▪ September 30, 2021 | Individual report of last fiscal year's regional plan implementation actions in annual report |
| ▪ January 15, 2022 | Early Mid-term Report (optional) |
| ▪ January 31, 2022 | Mid-term Report |
| ▪ June 30, 2022 | Task 3a Training |
| ▪ July 15, 2022 | Early Final Report Submission (optional) |
| ▪ July 31, 2022 | Final Report Submission |
| ▪ RPC's FY-End + 6 months | Final Audit Report Submission |

Mid-term Report:

- Reporting form must be accompanied by a budget report (using DHCD template) and an invoice.
- Submission of a report by **January 15, 2022** will result in payment on or about **January 30, 2022**.
- Submission of a report by **January 31, 2022** will result in payment on or about **February 15, 2022**.

Final Audit Report:

The RPC will deliver a final audit report and financial statements, including any attachments, letters or responses regarding any findings, to the Agency no later than **six months after the end of the RPC's fiscal year**. If applicable, the RPC must provide documentation to the Agency to demonstrate that any findings have been or will be addressed.

Final Report:

- Reporting Form must be accompanied by a budget report (using DHCD template) and an invoice.
- Submission of a report by **July 15, 2022** will result in payment on or about **July 31, 2022**
- Submission of a report by **July 31, 2022** will result in payment on or about **August 15, 2022**

COVID-19 Deadline Impacts

Deadlines and work plan tasks may be affected by the COVID-19 emergency. Section 8(a) of [Act 92](#) of the 2019-2020 session enables the extension of certain deadlines by the Agency and extends deadlines for certain expiring instruments up to 90 days from the date of the Emergency Order's end (June 14, 2021). Where COVID-19 hardship prevents the fulfillment of a deadline established by this agreement, the RPC will notify DCHD for any necessary Agency determinations. All determinations will be documented in the program file.

Needs Improvement:

If the RPC has tasks in "Needs Improvement," it may be subject to the **5% retainage being held** in accordance with the State Rules for the Allocation and Distribution of Regional Planning Funds. The DHCD Commissioner may meet with the RPC to discuss the areas in need of improvement and consider plans or approaches the RPC may employ to improve performance. The DHCD Commissioner will review any extenuating circumstances on a case-by-case basis.

Results-Based Accountability Symbol Key:

✚ = How much was done? ✱ = How well was it done? ✨ = Is anyone better off?

CVRPC FY22 Work Plan & Reporting Form

1. REGIONAL PLANNING

a. REGIONAL PLAN MAINTENANCE. Maintain a current regional plan that meets statutory requirements and directs implementation.

Needs Improvement: Regional plan has expired.

✚ Regional plan is in effect	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>
✱ If plan was adopted, re-adopted, or amended this fiscal year, the regional plan includes an implementation program that defines tasks, assigns responsibility, and where applicable identifies the means, and indicates priority	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no, please explain</i>
✱ If plan was adopted, re-adopted, or amended this fiscal year, the RPC provided the Department of Housing and Community Development with a copy of the plan at least 30 days prior to the plan hearing as required by <u>24 V.S.A. §4348(c)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no, please explain</i>

Results Based Accountability Symbol Key:

✚ = How much was done? ✱ = How well was it done? ✨ = Is anyone better off?

✱ The RPC has a properly adopted plan approved by the delegates representing its member municipalities pursuant to the requirements of 24 V.S.A. § 4348 (f)02

☐ Yes

☐ No

If no, please explain

REGIONAL PLAN REPORTING TABLE

Date of Most Recent Adoption/Re-adoption	
Date of Most Recent Plan Amendment <i>NOTE: unless done in tandem with an adoption or readoption an amendment does not reset the clock.</i>	
Date of Regional Plan Expiration	

b. ACT 250 REVIEW. Review Act 250 major applications (or potential applications) in relation to the regional plan.

Needs Improvement: Less than 80% of major applications reviewed and commented upon by region, summary reporting table not completed.

✚ # of major applications in region	#	
✚ # of major applications reviewed and commented upon by RPC on-time to assist the District Commission	#	
✚ # of those applications considered in conformance with the regional plan	#	
✱ % of Act 250 major applications that received review and comment	%	<i>If zero major applications, put 100%</i>
✱ % of reviewed applications considered in conformance with the regional plan	%	<i>If zero major applications, put 100%</i>
✱ Comments that were addressed during project application development, or in a permit decision, are summarized in the mid-term and final reports, providing extra detail about those involving substantive comment (complete reporting table below for all applications commented upon or issued a decision this fiscal year)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no, please explain</i>
✱ RPC assisted the District Environmental Commission in determining a project's conformance with Act 250 requirements (<u>24 V.S.A. § 4345a (13)</u>)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no, please explain</i>

Results Based Accountability Symbol Key:

✚ = How much was done? ✱ = How well was it done? ✱ = Is anyone better off?

ACT 250 REPORTING TABLE

Application Title	Criteria Addressed	Summarized Comments	Decision Issued? Yes/No	Comments Addressed? Yes/No	Explain (optional)

c. **SECTION 248 REVIEW.** Review Section 248 applications with hearings (or potential applications) in relation to the regional plan.

Needs Improvement: Less than 80% of applications with hearings reviewed, summary not completed or not completed as part of the final report.

✚ # of applications with hearing in the region	#	
✚ # of applications with hearing reviewed on-time to assist the Public Utilities Commission.	#	
✚ # of those applications considered consistent with the regional plan	#	
* % of applications with a hearing that received review and comment	%	<i>If zero applications w/hearings, put 100%</i>
* % of applications considered consistent with the regional plan	%	<i>If zero applications w/hearings, put 100%</i>
* Comments that were addressed during project application development or in permit decision are summarized in the mid-term and final reports, providing more detail about those involving substantive comment (complete reporting table below for all applications commented upon or issued a decision this fiscal year)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no, please explain</i>
✳ RPC assisted the Public Utilities Commission in determining project conformance with Section 248 requirements <u>24 V.S.A. § 4345a (14)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no, please explain</i>

Results Based Accountability Symbol Key:

✚ = How much was done? * = How well was it done? ✳ = Is anyone better off?

SECTION 248 REPORTING TABLE

Application Title	Criteria Addressed	Summarized Comments	Decision Issued? Yes/No	Comments Addressed? Yes/No	Explain (optional)

2. MUNICIPAL PLANNING AND TECHNICAL ASSISTANCE

a. MUNICIPAL PLAN REVIEW. Review municipal plans as requested by municipalities.

Needs Improvement: Less than 80% of municipal plan reviews were completed within the statutory timeframe established in 24 V.S.A. §4350 (b) this fiscal year.

+ # of municipal plan adoption or amendment approval requests received	#	
+ # of municipal plan approval requests reviewed and acted upon by the RPC	#	
+ # of municipal plans incorporating consultations recommendations made by the RPC 12-24 months prior to plan expiration	#	
* % of municipal plan requests reviewed and acted upon by the RPC	%	If zero requests, put 100%
* % of municipal plan reviews completed within statutory schedule (based on # of approvals requested)	%	If zero requests, put 100%
* % of municipalities incorporating consultations recommendations made by RPCs in plans adopted or amended this fiscal year	%	If zero requests, put 100%
✱ Municipalities in the region have an opportunity to receive a decision on regional plan approval in a timely manner in keeping with <u>24 V.S.A. § 4350 (b)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

Results Based Accountability Symbol Key:

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State of Vermont Agency of Commerce and Community Development
 Department of Housing and Community Development
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MUNICIPAL PLAN REVIEW REPORTING TABLE

Municipality	Date Received	Date Acted Upon by RPC	RPC Recommendations Incorporated? Yes/No	Approved? Yes/No	Explain (optional)

- b. **MUNICIPAL PLAN CONSULTATION.** Conduct statutory consultations with municipalities with plans expiring within **12-24 months** and at least **twice within eight years** and document results. Contact municipalities with plans expiring next fiscal year and offer to assist with updating the plans to meet statutory requirements. (See Appendix II of the DHCD grant agreement for the consultation schedule.)

Needs Improvement: Less than 80% of the Appendix II scheduled consultations were completed

✚ # of consultations scheduled for this fiscal year in Appendix II	#	
✚ # of consultations scheduled for this fiscal year completed	#	
* % of statutory consultations completed on time	%	<i>If zero scheduled, put 100%</i>
✳ Municipalities in the region received regular consultations in keeping with <u>24 V.S.A. § 4350</u> and have received information that supports effective local planning and implementation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no, please explain</i>

MUNICIPAL PLAN CONSULTATION REPORTING TABLE

Municipality	Date of 2 nd Consultation	Summary of Key Recommendations

Results Based Accountability Symbol Key:

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- c. **TECHNICAL PLANNING ASSISTANCE.** Provide technical assistance to municipalities in the preparation and maintenance of plans, capital plans, regulations, mapping, applications for designation under Chapter 76A of Title 24, grant-writing assistance, and other implementation activities under Chapter 117. (For each task indicate the level of assistance provided.)
Needs Improvement: Less than 50% of municipalities receive assistance.

+ # of municipalities that received technical assistance		
* % of municipalities that received technical assistance	%	
* The type of technical assistance provided to region's municipalities is documented for inclusion in next year's September 30, 2022 individual RPC annual report, documenting FY22 activities (see item 5a below).	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✱ Municipalities in the region received technical assistance in keeping with <u>24 V.S.A. § 4345a</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

Results Based Accountability Symbol Key:

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3. REGIONAL TRAINING AND EDUCATION FOR MUNICIPALITIES

- a. **TRAINING FOR MUNICIPALITIES.** Propose, produce, organize, lead, and deliver at least two trainings unique to this funding, which may include trainings already produced in partnership with DHCD to meet statewide needs (e.g. Land Use Essentials, Housing, Economic Development), help address a COVID-19 response/recovery needs, or feature original content to address regional needs; presentations developed by outside entities or principally produced using other funding streams will not qualify without prior approval.

Needs Improvement: Less than one training on each of the two topics completed and surveys not documented in final report.

+ # of trainings held	#	
+ # of participants at each training	#	
+ # of municipalities represented of region's total	# of #	
* # of surveyed attendees rating the training useful	#	
* Trainings completed, surveys collected and summarized in final report.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
* Municipalities in the region received training in keeping with <u>24 V.S.A. § 4345a (1), (2) and (7)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

TRAINING REPORTING TABLE

Identify proposed trainings within or prior to the mid-year report.

Training Module or Type	Location of Training	# participants	# surveys collected	# municipalities represented	% municipalities represented	# surveyed rating training useful	% surveyed rating training useful
TBD							

Results Based Accountability Symbol Key:

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4. SUPPORT FOR STATEWIDE INITIATIVES

- a. **REGIONAL PLAN FUTURE LAND USE MAP MAINTENANCE.** Submit and maintain current GIS files of all regional plan future land use plan maps for access through the Vermont Open Geodata Portal upon update by an RPC.

Needs Improvement: Did not produce adequate maps/data on time

✚ # Point and/or shapefiles of effective regional plan future land use maps uploaded to VCGI portal that meet VCGI standards	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no or n/a, please explain
* Point and/or shapefiles uploaded within 60 days of adoption	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no please explain
✚ Region's future land use maps are available to all users statewide	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

- b. **MUNICIPAL ZONING MAP MAINTENANCE.** Submit and maintain adopted municipal zoning district GIS files produced or received by the RPC for access through the Vermont Open Geodata Portal.

Needs Improvement: Does not upload maps/data produced or received by the region on behalf of the municipality.

✚ Shapefiles of effective zoning maps uploaded to VCGI portal by RPC upon adoption if produced or received by the RPC.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no or n/a, please explain
* Shapefiles uploaded meet VCGI standards	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain.
✚ Effective zoning maps are available to all users statewide to inform policy and administration and can be updated as zoning maps are amended	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

Results Based Accountability Symbol Key:

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State of Vermont Agency of Commerce and Community Development
 Department of Housing and Community Development
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ZONING UPLOADS

Municipality	Description

c. **VERMONT CLIMATE ACTION COMMISSION. Assist the Commission with a representative from VAPDA.**

Needs Improvement: VAPDA representative attends fewer than 50% of the meetings.

+ VAPDA representative attends meetings.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
* VAPDA representative attends at least 50% of the meetings and assists the Task Force in implementing its charge.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain.
✱ Commission creates recommendation and fulfills charge.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

5. CORE FUNCTIONS & IMPLEMENTATION ASSISTANCE

a. **VAPDA ANNUAL REPORT. Work on statutory duties as determined by regional priorities. Report results in individual contract reporting and individual annual reports** (use common reporting elements for consistency, e.g.: regional planning implementation projects/activities, municipal technical assistance, community and economic development, state designations, brownfields, disaster and resilience, housing, public health, emergency preparedness, transportation, water quality, energy, intermunicipal regional services, etc.).

Needs Improvement: Individual report of FY21 (the prior State fiscal year's) Regional Plan implementation actions not completed by 9/30/2021.

+ # and type of municipal assistance provided (map included in report)	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
+ # and type of major regional planning and implementation efforts (list or description in report)	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

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State of Vermont Agency of Commerce and Community Development

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Department of Housing and Community Development

Grant Agreement with **Central Vermont Regional Planning Commission**

* Individual report of FY21 Regional Plan implementation actions included in the annual report developed on time.

☐ Yes
☐ No

If no, please explain

* Other measures as included in annual report

☐ Yes
☐ No

If no, please explain

✱ Work of RPC is documented in a way that communicates statewide accomplishments of all RPCs

☐ Yes
☐ No

If no, please explain

6. PANDEMIC RESPONSE

(\$75,000 for each RPC rolling over for up to a three-year period).

SPECIAL PANDEMIC RECOVERY ACTIVITY. Deliver services pursuant to Section G.600(b)(1)(B) of Act 74 (H.439) of 2021.

Needs Improvement: No activities that implement the regional plan and/or support recovery were documented.

+ Year-one recovery activities listed below

* Recovery activities including planning for and implementation of the local and regional plans and/or support recovery

☐ Yes
☐ No

If no, please explain

✱ Work of RPC is documented

☐ Yes
☐ No

If no, please explain

REPORTING TABLE

Activity	Description/Deliverable
TBD	

Results Based Accountability Symbol Key:

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7. ENERGY PLANNING

(\$1M split between all RPCs over a one-year period [FY22] pursuant to the existing DHCD funding allocation formula)

SPECIAL ENERGY PLANNING. Pursuant to Section G.600(b)(1)(C) of Act 74 (H.439), deliver technical assistance services for municipal enhanced energy planning and implementation to advance the Regional Energy Plan, Statewide Energy Plan & emerging climate goals.

Needs Improvement: Less than 50% of the budget is dedicated to staff hours for this task, based on a Planner I/Senior Planner wage rate as reported in the annual budget's time task summary sheet.

✚ Total number of staff hours + total paid to consultants		Ex. 100 staff hours/ \$10,000 consultant
RPC allocation for this task (as reported in the grant agreement)	\$	
Planner I/Senior Planner wage rate reported in annual budget's time task summary sheet	\$ /hr	
* Energy activities implement local, Regional & Statewide Energy Plan (CEP) and/or Climate Resiliency planning	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
* Member municipalities, energy committee and organizations were offered access to energy and climate plan implementation services	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
* Municipal energy plans are developed and implemented, and RPC work is documented	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

REPORTING TABLE

Municipality	Activity Description/Deliverable
TBD	

Examples of reporting activities may include:

- List local energy and/or climate change/resilience committees or municipalities that received direct support with energy and climate implementation work.

Results Based Accountability Symbol Key:

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State of Vermont Agency of Commerce and Community Development

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Department of Housing and Community Development

Grant Agreement with **Central Vermont Regional Planning Commission**

- *List examples of education and outreach conducted to increase awareness and understanding of local, regional, and state energy and climate plans.*
- *Describe cooperation with DPS, EAN, VEIC, and others in tracking data and reporting on progress toward achieving energy and greenhouse gas emission targets.*
- *List thermal sector implementation activities (e.g., weatherization, alternative heating systems, workforce development).*
- *List transportation and land use sector implementation activities (e.g., climate resilience, public transportation, bike-ped projects, compact mixed-use development, electric vehicles, charging infrastructure and e-bikes...).*
- *List electricity sector implementation activities (e.g., electric efficiency and conservation measures, smart grid, appropriate siting of renewables-based generating facilities, electricity/power resilience):*
- *List efforts to ensure implementation work has directly engaged with and addressed needs of marginalized and under-represented residents/communities.*

Results Based Accountability Symbol Key:

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Appendix II

FY22 Municipal Plan Consultation Report

CVRPC

Activity: Conduct statutory consultations with municipalities with plans expiring within 12-24 months and at least twice within eight years and document results (pursuant to 24 V.S.A. §4350). Contact municipalities with plans expiring next fiscal year (FY22: July 1, 2021-June 30, 2022) and offer to assist with updating the plans to meet statutory requirements pursuant to 24 V.S.A. 4345a.

Form Instructions: List all municipalities in the region, identify if the municipality has an adopted plan. If yes, identify the date of expiration. List the date of any prior consultation. Identify if consultation is targeted for this fiscal year (FY22). Document any relevant notes.

Suggestion: DHCD encourages that consultation be done within the municipality using a consistent regional approach that takes stock of implementation accomplishments, reveals local needs and challenges, and clearly identifies issues of statutory compliance early in the process. Such a consultation could be done in combination with a locally held training on “land-use essentials” to support the ongoing professional development of the state’s rotating volunteer planners.

Municipality	Adopted Plan ¹ (Y/N)	Plan Expiration Date ² [XX/XX/XXXX]	Prior Consultation Date ³ [XX/XX/XXXX]	Consultation Targeted for FY21? (Y/N)	Notes
Barre City	Y	09/15/2028	02/07/2018	Y	Consultation focus is plan implementation.
Barre Town	Y	06/23/2028	04/18/2018	Y	Consultation focus is plan implementation.
Berlin	Y	08/14/2026	03/23/2016	Y	Consultation focus is plan implementation.
Cabot	Y	08/15/2025	08/09/2020		
Calais	Y	02/01/2024	05/07/2019		
Duxbury	Y	10/13/2028	05/10/2018	Y	Consultation focus is plan implementation.
East Montpelier	Y	06/04/2026	05/20/2021		
Fayston	Y	09/22/2028	05/07/2018	Y	Consultation focus is plan implementation.
Marshfield	Y	08/21/2026	03/05/2020		
Middlesex	Y	09/10/2027	10/22/2020		
Montpelier	Y	12/20/2025	06/08/2020		
Moretown	Y	01/04/2024	02/19/2019		
Northfield	Y	08/11/2028	08/21/2017	Y	Consultation focus is plan implementation.
Orange	Y	08/13/2026	03/10/2021		

Municipality	Adopted Plan ¹ (Y/N)	Plan Expiration Date ² [XX/XX/XXXX]	Prior Consultation Date ³ [XX/XX/XXXX]	Consultation Targeted for FY21? (Y/N)	Notes
Plainfield	Y	04/12/2029	05/21/2018	Y	Consultation focus is plan implementation.
Roxbury	Y	06/01/2019	05/23/2018	Y	Update in progress with CVRPC assistance. Consultation focus is plan implementation.
Waitsfield	Y	12/18/2025	01/28/2020		
Warren	Y	04/23/2027	11/08/2018		
Washington	Y	11/12/2018	12/17/2020		Update in progress. PC hearing held 07/12/21.
Waterbury	Y	12/03/2026	06/08/2021		
Williamstown	Y	04/11/2024	02/13/2019		
Woodbury	Y	04/10/2003	11/25/2019		Update in progress with CVRPC assistance; anticipate adoption by 12/31/21.
Worcester	Y	11/20/2012	10/17/2019		Update in progress with ongoing CVRPC assistance.

1. Even if expired
2. Even if passed. **Red text** indicates expired plan.
3. Doesn't have to be exact date, but please include month and year for example, 05/00/2019.

**CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION
STANDARD SUB-GRANT AGREEMENT
With CENTRAL VERMONT REGIONAL PLANNING COMMISSION
AGREEMENT# CVRPC_WQ_FY22**

1. Parties: This is an Agreement for services between the Chittenden County Regional Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404-2109, (hereinafter called "CCRPC") and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called "Subgrantee"). It is the Subgrantee responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subgrantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Subgrant Agreement is to provide coordinated outreach regarding the Vermont Clean Water Act (Act 64) and RPC Tactical Basin Planning Support. The Subgrantee's Scope of Work is listed in Attachment A. The Subgrantee's Budget is detailed in Attachment B.
3. Maximum Amount: In consideration of the services to be performed by Subgrantee, the CCRPC agrees to pay Subgrantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$26,487.00.
4. Agreement Term: The period of Subgrantee's performance shall begin on August 1, 2021, and end on July 31, 2022. 90-day pre-award costs are NOT eligible for reimbursement
5. Source of Funds: State funds.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the CCRPC and Subgrantee.
7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Contact persons for this grant agreement:

CCRPC: Dan Albrecht

P: (802) 846-4490

E: dalbrecht@ccrpcvt.org

SUBGRANTEE: Pam DeAndrea

P: (802) 229-0389

E: deandrea@cvregion.com

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

Attachment A – Scope of Work to be Performed
Attachment B - Payment Provisions
Attachment C – Standard State Grant Provisions
Attachment D – Other Grant Agreement Provisions
Attachment E - CCRPC Additional Provisions

10. Flow Down: Attachments C & D contain Standard and Other State grant agreement language which refer specifically to CCRPC's Grant with Vermont Agency of Natural Resources. All State and Federal requirements, if any, flow down to the Subgrantee regardless of specific applicability.

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

CHITTENDEN COUNTY
REGIONAL PLANNING COMMISSION

Signature: DocuSigned by:

Catherine McMains

Name: Catherine McMains

Title: CHAIR

Date: 9/2/2021

SUBGRANTEE

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment A
Scope of Work to be Performed

See attached workplan

Note: For Task 3.b., only outreach aspects of narrative are eligible while project development activities are not eligible. Deliverables for this task will be refined upon consultation with the applicable DEC Basin Planner(s)

Organization: Central Vermont Regional Planning Commission		SFY 2022 Tactical Basin Planning RPC Workplan		Basins #'s covered, select all that apply:		Hourly Rate: Ranges from \$67-\$132	
Task - from agreement	Basin	Workplan Narrative	Outcome(s) and associated TBP strategies	Deliverables (replace with specific	Total Cost	Funding provided	Approved?
1. Regional coordination (Core funding)	7, 8, 9, 14	<p>Grantees will engage regularly with: (1) regional Watershed Planner(s); (2) Natural Resource Conservation Districts; (3) Watershed groups; (4) Regional Planning Commissions and (5) other local partners providing Tactical Basin Planning services as appropriate; to identify opportunities for strategic partnerships, to develop coordinated work plans, and ensure Basin Planning tasks, services, and activities are coordinated regionally and to annually provide updates on the status of strategies in Tactical Basin Plan implementation tables. Some regional coordination efforts may shift to Basin Water Quality Council meetings over the course of this grant agreement. The development of annual (regional) workplans prior to the commencement of the SFY 2023 agreement to ensure this work commences in a coordinated fashion</p>	<p>CVRPC will participate in annual regional coordination meetings for Basins 7, 9, & 14 with watershed planners, conservation districts and watershed groups. For Basin 8, the CVRPC will participate in quarterly regional coordination meetings with partners to coordinate planning and implementation of TBP strategies. The CVRPC will participate in-person or virtual coordination meetings and have frequent phone, video and email communications with Karen Bates, Danielle Owczarski, WNRCD, Friends of the Winooski River, and Friends of the Mad River.</p>	<p>Outcomes will include the cross-pollination of efforts, assurance of following tactical basin plan priorities and Basin Planner "wish-lists", and implementation of tactical basin plan strategies including outreach and technical assistance efforts among water quality partners in our region. The DEC will be updated on the status of the CVRPC efforts on addressing strategies in implementation tables and will be able to coordinate efforts of FY 2023 workplans that address TBP priorities. Other outcomes include efficiencies and opportunities for collaboration among partners identified in meeting TBP strategies.</p>	<p>Summary report (as part of quarterly reports) with date(s), list of partners (attendees) and a summary of key outcomes of Regional Coordination meetings.</p> <p>Proposed SFY 2023 workplans for Basins 7, 8, 9 and 14 Strategies reported on and progress made.</p>	\$1,728	\$1,728 Yes
2. Regional Sector-Based Workgroup Coordination (Optional)	7, 8, 9, 14	<p>The Grantee will consult with Vermont DEC Watershed Planners, its member municipalities, partners and other appropriate stakeholders to coordinate and facilitate regular meetings to address water quality concerns, address regulatory requirements, share technical knowledge and support regional coordination regarding development and implementation of Tactical Basin Plans and other elements of Act 64. These may include RPC Clean Water Advisory Committee (CWAC) meetings. RPC staff time related to CWAC meetings addressing issues not under the scope of this agreement should not be charged to this agreement.</p>	<p>The CVRPC will participate in and/or organize and document local meetings to address water quality concerns (phosphorus, sedimentation, flow, etc.) and regulatory requirements (Lake Champlain TMDL, MREG permit, DEC permit 3-9050, etc.). These meetings may include but not limited to stakeholder meetings, Municipal Conservation Commission, Planning Commission, Selectboard, Zoning Roundtable, or CWAC meetings. The CVRPC will collaborate with watershed partners and Basin Planners on meetings for targeted topics and locations to share technical knowledge and the coordination of efforts regarding development and implementation of TBPs for the Winooski, Lamoille, White, and the Stevens-Wells-Watts-Ompompanoosuc-Connecticut Direct basins. For the purposes of this workplan, the CVRPC estimates approximately 4 local meetings applicable to this task.</p>	<p>These coordination efforts carried out by the CVRPC, its watershed group partners and DEC Basin Planners and will result in shared knowledge among municipal stakeholders on current water quality concerns, current or proposed regulatory requirements and potential programmatic and financial resources. This will assure coordination between municipalities, other partners and DEC on efforts to implement the following strategies applicable to municipalities in the Central Vermont Region: Identify priority stormwater management projects through the development of stormwater master plans in Williamstown and potentially Waterbury (BASINS 8 & 9, Strategies 13 & 31); Work with municipalities to prioritize projects where Stormwater Mapping Reports have been completed (BASINS 8 & 14, Strategies 13 & 15); Support implementation of priority projects identified in SWMPs and River Corridor Plans (BASIN 8, Strategy 14); Assist municipalities in meeting the Municipal Roads General Permit (MRGP) (BASINS 7, 8, 9, & 14, Strategies 16, 15, 30, & 19); Assist municipalities with obtaining 3-acre permit coverage and making progress in priority areas (BASIN 8, Strategy 16); Support municipal efforts to increase number of geomorphically compatible culverts and bridges (BASINS 7, 8, 9, & 14, Strategies C1, 24, 45, & 41); Work with towns to adopt river corridor protection and provide assistance to increase their ERAF rating through adoption of such ordinance and adoption of recommended standards and plans (BASINS 7, 8, 9, Strategies C10, 26, & 40); Assist municipalities in support of gully stabilization and remediation (BASIN 8, Strategy 28); Assist municipalities in their support and participation of the reclassification of surface waters (BASINS 9, Strategy 28).</p>	<p>Quarterly reports (or as requested by watershed planner to meet reporting requirements) that include relevant work associated with TBP Implementation Table completed through workgroup meetings: topics, dates, participants, summary of discussion and meeting outcomes documented via DEC's clean water inform.</p>	\$5,398	\$5,398 Yes
3a. Outreach and Technical Assistance (optional)	7, 8, 9, 14	<p>Grantees or subgrantees shall provide coordinated, relevant and targeted educational programming and technical assistance in their respective jurisdictional areas to: (1) Support priorities and requirements of the Vermont Clean Water Act (Act 64) and Act 76, relevant TMDLs, developed lands permit, Municipal Roads General Permit, MSA permit and other related regulatory requirements and non regulatory priorities as appropriate; (2) Support greater public knowledge of and engagement with local water quality monitoring and planning efforts (3) Promote key success stories on local water quality investments and their related financial and technical programming.</p>	<p>The CVRPC anticipates conducting or hosting presentations to municipalities via their councils/committees/commissions. The CVRPC also anticipates regular sharing of applicable education materials (publications, webinar opportunities, conferences, etc.) with municipal staff and these targeted groups. For the purposes of this workplan, the CVRPC anticipates collaborating with other watershed partners on 2-4 meetings applicable to this task. To address greater public knowledge of water quality monitoring, the CVRPC will assist communicating water quality information through updating and/or sharing watershed group water quality monitoring apps developed or to be completed by CVRPC via 604b funding. If requested by a municipality, the CVRPC will also deliver targeted technical assistance regarding a specific permit. CVRPC will also inquire with Roxbury on interest for surface water reclassification opportunities and provide outreach if requested.</p>	<p>The DEC will have gained outreach to municipalities and other stakeholders on water quality programs and regulations. The outreach will result in improved knowledge regarding regulations, water quality planning and water quality investments (programs and projects). Municipalities and other stakeholders will have improved knowledge on water quality conditions in the Winooski and Mad River watersheds to help steer future monitoring decisions. For surface water reclassification efforts, the DEC Monitoring and Assessment Program will possibly have municipal support from Roxbury (BASIN 9, Strategy 28).</p>	<p>Quarterly reports including summary of technical assistance and outreach activities and their results. Meeting dates and attendees will be documented within quarterly reports and via DEC's clean water outreach inform. Project progress updates to Basin 8 report card - September 2021</p>	\$3,704	\$3,704 Yes
3b. Outreach and Technical Assistance #2 (optional)	8, 9	<p>The Grantee or subgrantee shall provide technical support to municipalities to guide the effective implementation of priority water quality projects. Work may include guiding municipalities in the development or implementation of stormwater master plans or similar assessments, supporting municipalities in collaborating with landowners in private public partnerships to install stormwater treatment practices, or supporting municipalities in using ARPA funds to address priority water quality sources.</p>	<p>The CVRPC anticipates assisting the towns of Williamstown (BASINS 8 & 9) and potentially Waterbury (BASIN 8) to develop a Stormwater Master Plan (SWMP). The CVRPC anticipates assisting the towns of Barre City, Berlin, Calais, Dixbury, East Montpelier, Moretown, and Woodbury (BASIN 8) to advance projects from their SWMPs. For Berlin, Calais, Moretown and Woodbury, the intent is to advance to construction and for Barre City, East Montpelier, and Dixbury the intent is to advance to some projects to final design. Additionally, CVRPC anticipates helping Northfield in advancing a public-private 3-acre partnership project with Cabot Hensley Mills from 30% design to final design. In coordination with watershed partners and Basin Planners, the CVRPC will also provide assistance in forwarding projects in River Corridor Plans in the region. Assistance will consist primarily of organizing, coordination and collaboration among stakeholders to (in some cases) identify which project(s) to pursue, providing guidance on necessary steps have been made prior to final design and/or implementation, and supporting private-public partnerships and their utilization of ARPA funds for eligible projects.</p>	<p>Anticipate advancement of nine (9) projects (6 construction & 3 final design) as requested by municipalities so as to implement the following strategies: Support design or implementation of priority projects identified in SWMPs (BASIN 8, Strategy 14); Assist municipalities with obtaining 3-acre permit coverage and making progress in priority areas (BASIN 8, Strategy 16); Manage stormwater from developed areas through the development of stormwater master plans (BASINS 8 & 9, Strategies 13 & 31).</p>	<p>Quarterly reports with summaries of technical assistance and outreach activities and their results. Documentation in DEC's inform portal for outreach meetings. Updates on project progress to Basin 8 report card - September 2021.</p>	\$7,475	\$800 Reduced to \$800 to allow for outreach aspects of tasks that are not project development.
4. Municipal Plan/ Bylaw Support (Optional)	7, 8, & 9	<p>The Grantee or subgrantee shall, in consultation with State's Rivers Program staff, provide technical and planning support and outreach to assist municipalities in their region with municipal plan updates, municipal bylaw updates, hazard mitigation plans, other implementation tools, and flood hazard area and river corridor regulations consistent with the DEC Model Hazard Area Bylaws. Prior to commencing work under this subtask, the Grantee will meet with Rivers Program staff to review Municipal Protectiveness Table and prioritize 2-3 towns that will receive technical/planning support, and identify the type of support to be provided (municipal plan - flood resilience element, flood hazard area/river corridor bylaw adoption, local hazard mitigation plan). Flood hazard area/river corridor bylaw work must be done in coordination with the DEC Regional Flood Insurance Program requirements and ERAF eligibility criteria, as appropriate.</p>	<p>The CVRPC anticipates potentially assisting the towns of Fayston, Middlesex, Plainfield and Waterbury (BASIN 8) with incorporation of River Corridor bylaws into their land development regulations. CVRPC will reach out to Roxbury (BASIN 9) and Woodbury and Worcester (BASIN 8) to determine their interest in pursuing river corridor bylaw protection. The CVRPC anticipates holding a municipal ERAF rating roundtable to help communities address boosting their ERAF rating through Local Hazard Mitigation Plan updates, road and bridge standards, river corridor by-laws, roundtable will also address measures that Towns can do to protect water quality such as buffer and stormwater ordinances and flood resilience elements within their town plans. For those towns in the Town Plan update process in the CVRPC region (Woodbury), CVRPC will work with the town to update language and mapping into the flood resilience element of their town plan.</p>	<p>Outcomes will consist of increased knowledge and initiatives among Town managers/planners, zoning administrators and floodplain managers on flood and river corridor protections. This will serve to implement the following strategies: Work with towns to adopt river corridor protection and provide assistance to increase their ERAF rating through adoption of such ordinance and adoption of recommended standards and plans (BASINS 7, 8, & 9, Strategies C10, 26, & 40).</p>	<p>Quarterly reports including a summary of activity (meetings, progress, obstacles to progress) with the selected municipalities in their region. If applicable, example drafted by-law language (anticipated for Middlesex).</p> <p>ERAF roundtable meeting will be documented in DEC's inform portal.</p>	\$5,285	\$5,285 Yes

5. Tactical Basin Plan Development (Required, Basin Specific)	As coordinated by regional Basin Planning stakeholder groups and Watershed Planner, the grantee or subgrantee shall provide services for Tactical Basin Plans in development phases for the following basins: Lamoille (7), White (9), and Winooski (8). Services will focus on providing content support for the Basin Plans where the Regional Planning Commission has expertise in the following areas: water quality related monitoring and assessment data; relevant municipal priorities around natural resource planning; stormwater master planning assessments (developed lands as well as transportation road networks); hazard mitigation and flood resilience projects, including program updates; the review of prior implementation table strategies and actions; and additional documented project or program priorities as appropriate. The State shall collaborate with the Grantee or subgrantee in developing regional priorities within Tactical Basin Plans to ensure efforts are coordinated and specified in work plans. Grantee or sub-grantee may also assist in the facilitation of basin planning meetings and/or RPC Clean Water Advisory Committee meetings and getting technical and public input from the municipalities and other stakeholders. The Grantee or subgrantee shall provide for at least one publicly noticed meeting on draft tactical basin plan(s).	7, 8, & 9	Services by CVRPC regarding TBP development for the Lamoille (7), White (9), and Winooski (8) Basins. Participation in two steering committee meetings for Basin 8. If requested by Basin Planner, assistance in survey development for Basin 8. Staff review of successive drafts of TBPs. Circulation of surveys, drafts to staff of applicable municipalities. Organization or facilitation of basin planning meetings and/or RPC Clean Water Advisory Committee meetings as requested by Basin Planner. Host satellite public meetings for Basins 7 and 9. Provide for at least one publicly noticed meeting on draft tactical basin plan for Basin 8. For the purposes of this workplan, the CVRPC estimates 4 CWAC meetings applicable to this task. Engage community groups such as Lakes and Ponds groups in the Central Vermont Region in Basin 8 as part of the Basin Planning process through sharing of surveys, inviting to meetings and bringing plan outreach materials to them.	CVRPC has provided content for the Basin 7 TBP to support the plan development to address municipal needs. Municipal input has been included in the Basin 7 plan and the Town of Woodbury and the CVRPC CWAC and Board and communities have been engaged in the planning process. Tactical Basin Plan for Basin 7 is in conformance with the CVRPC regional plan. Partners have collaborated through steering committee/regional meetings on priorities for both Basin 8 & Basin 9 TBPs. Basin 8 and Basin 9 Municipalities are aware of the Basin 8 and Basin 9 planning process and how to participate and provide input into plan development.	Quarterly reports including outcomes from Tactical Basin Planning support. Regional Conformance letter for Basin 7.	\$5,985	\$5,985	Yes
6. Act 76 participation (Optional - Lake Champlain and Memphremagog Basins)	Grantee or subgrantee will participate in any training or information sessions for prospective Basin Water Quality Councils (BWQC) members. Grantee or subgrantee will participate in BWQC meetings on which they are an official member.	7, 9, & 14	Funds may be used to support participation/attendance of appointed RPC representative in a BWQC for which the RPC is not the designated CWSP (E.G. if CVRPC staff or rep is appointed to BWQC for Basins 7, 9, or 14 BWQC). Note: RPCs that are designated CWSPs must be careful not to cross-bill between this TBP agreement and their CWSP startup and operational agreements.	CVRPC staff or CVRPC Board members, will participate in training and information sessions for prospective members and/or participate in BWQC meetings if appointed as an official member to the Basin 7, 9, or 14 BWQC (assuming appointment to one BWQC).	Quarterly reports with summary of BWQC meetings attended and topics covered.	\$995	\$995	Yes
7. Program Reporting (Required)	Grantee or subgrantees will provide a written summary progress report to each Watershed Planner on a quarterly basis that will include the aforementioned updates described above as well as progress made on other tasks included in this grant agreement. The quarterly progress reports will serve as a reporting mechanism for those tasks identified in this scope of work.	7, 8, & 9	CVRPC will send quarterly reports to watershed planners and the CCRPC within a month after the quarter has been completed. Quarterly reports will be completed using simple reporting templates and will include a summary of what has been completed during the quarter with a focus of any outcomes as outlined in workplans. Reporting templates will also note any proposed changes from proposed workplans and work planned for the next quarter. Workplan tasks that have more involved or specific reporting requirements should include funding and deliverables related that specific task such as updating report cards, or providing TBP content, success stories.	1. CVRPC will coordinate with Watershed planners on the development of work plans for the 6/1/2023 grant agreement to be submitted for review in April 2022 (*FY2023 workplans submitted). 2. CVRPC will provide an updated eligibility statement. 3. CVRPC will propose a budget adequate to fund its workplan. 4. CVRPC shall retain correspondence between the Grantee and State regarding administration of this agreement.	Four quarterly reports	\$2,400	\$2,400	Yes
8. CWIP sign hosting (Core task- DRAFT)	Each grantee will serve as a host site for the Clean Water Initiative program's project implementation signs that will be available for installation by CWIP (e.g., ERP) grant awardees for the construction phase of Clean Water Program funded projects. These signs shall be returned to each host site upon completion of the construction phase of each project. Grant recipients implementing State-funded Clean Water Projects that meet the threshold criteria will be responsible for picking up signs from the Regional Planning Commission in their area, posting the sign at the project site during the construction phase, and returning the sign to the Regional Planning Commission within two weeks of completing the project. Regional Planning Commissions will be responsible for storing and keeping track of the signs, per the Clean Water Sign Plan.	All Basins	CVRPC will be responsible for hosting/storage of CWIP signs and making them available for pick-up and return	Hosting/storage of CWIP signage as delivered by DEC.	Clean Water Project Signs Online Tracking Spreadsheet.	\$192	\$192	Yes
Total						\$33,162	\$36,487	Yes
					Hourly costs for FY22 are anticipated for Pam DeAndrea, Senior Planner at \$96, Clare Rock, Senior Planner at \$84, Grace Vinson, Planner at \$67, Land Use Planner \$70, Nancy Chartrand, Office Manager at \$77, and Bonnie Waininger, Executive Director at \$132 per hour	TOTAL COST	AS APPROVED BY DEC	

Attachment B

Payment Provisions

The CCRPC agrees to compensate the SUBGRANTEE for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement.

- A. General. The CCRPC agrees to pay the SUBGRANTEE and the SUBGRANTEE agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachments A and B **a maximum fee not to exceed Twenty Six Thousand, Four Hundred and Eighty-Seven (\$26,487).** All costs necessary to carry out the activities described in Attachments A and B, are to be determined by actual cost records kept by the SUBGRANTEE and any sub-contractors of the SUBGRANTEE in accordance with the provisions of this Agreement, the cost principles established by 49 CFR 18.22 and 48 CFR 31.2, 2 CFR 225, and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Payment Procedures. The CCRPC shall pay, or cause to be paid, to the SUBGRANTEE progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each expense line items such as hourly rates for the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the CCRPC, for all work. Request for payment for sub-contractor activities shall be included with the SUBGRANTEE's submittals but will be documented separately.
- The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The CCRPC shall seek to make payments within forty-five (45) days of receipt of an invoice from the SUBGRANTEE.
- All payments by the CCRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBGRANTEE including but not limited to bills, invoices, progress reports and other proofs of work.

The completion of the Agreement is subject to the availability of funds. Written reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical. ***Payment must be requested using an invoice showing name of project, period in which work is performed, amount billed to date, and balance by task.***

All invoices (electronically via PDF is preferred) should be submitted to:

Name: Dan Albrecht, Senior Planner & Forest Cohen, Senior Business Manager
Address: Chittenden County Regional Planning Commission
110 West Canal Street, Suite 202
Winooski, VT 05404-2109
E-mail: dalbrecht@ccrpcvt.org & fcohen@ccrpcvt.org

Additionally, the following nine (9) provisions are applicable:

1. The SUBGRANTEE shall provide the mutually agreed upon deliverables as listed in Attachment A to the CCRPC at the actual billable rates by position. Work performed will be paid at an hourly rate basis. Documented approved direct costs will be reimbursed by the CCRPC up to the budgeted amount. The SUBGRANTEE will invoice the CCRPC not more frequently than monthly. The SUBGRANTEE will not be paid for any deliverables that were not previously approved by the CCRPC.
2. If the documented work as provided by the SUBGRANTEE, has not been completed to the satisfaction of the CCRPC, as determined by the project manager, the CCRPC reserves the right to withhold payment until the work has been satisfactorily completed. Overdue balances resulting from non-payment of unsatisfactory work will not be subject to interest or finance charges. The CCRPC shall not be responsible for the expenses of the SUBGRANTEE.
3. The CCRPC will measure sufficient progress by examining the performance required under the scope of work 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 CCRPC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
4. The SUBGRANTEE agrees to a 10% retainage of the entire agreement amount subject to review, approval and acceptance of the grantee's final report by CCRPC and the State.
5. If you are required to have an audit, you are to report to CCRPC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.
6. The SUBGRANTEE shall:
 - ☒ Maintain a copy of all receipts on file for review upon request by CCRPC or the State,
 - ☒ Include a copy of all receipts for direct costs requested for reimbursement.
 - ☐ Other:
- ~~7. Up to 90 days of pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in Attachment A.~~
8. In the event of a multi-year or overlapping fiscal year contract, all expenses incurred in a given fiscal year must be billed in that fiscal year in order to qualify for reimbursement.
9. Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of grant funds, and upon reimbursement to CCRPC by DEC.

**Attachment C: Standard State Provisions for Contracts and Grants
(see attached “Revised December 15, 2017” version)**

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

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

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

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

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

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

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

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

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

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

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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

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

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

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

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

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

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

- \$1,000,000 Personal & Advertising Injury

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

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

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

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble

damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

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

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination:

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

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

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

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

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

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

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal

year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

Attachment D Other Grant Agreement Provisions

1. **Required Deliverable for Outreach Activities:** As stated in the grant agreement's table of deliverables, all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings) are required to complete the Clean Water Outreach Efforts nFORM within one week of each event taking place. This online form and corresponding instructions are available at: <http://dec.vermont.gov/watershed/cwi/grants>

2. **References Cited:**

Vermont Department of Environmental Conservation list of priority towns,
<http://dec.vermont.gov/sites/dec/files/wsm/erp/docs/SWMPstatewidetable1-12-18.pdf>

Clean Water Sign Plan, http://dec.vermont.gov/sites/dec/files/wsm/erp/docs/2017-09-05_Clean-Water-Sign-Plan-APPROVED.pdf

Tactical Basin Plan Development Schedule
https://dec.vermont.gov/sites/dec/files/wsm/mapp/docs/mp_MonitoringAssessmentPlanningRotation.pdf

DEC List of Priority Towns
<https://dec.vermont.gov/sites/dec/files/wsm/erp/docs/SWMPstatewidetable1-12-18.pdf>

Attachment E
CCRPC Additional Provisions

1. **Communicating & Acknowledging Funding Support:** The SUBGRANTEE shall not refer to the State or to the CCRPC 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 and/or the CCRPC.
2. **Self-Certification:** All invoices must be signed by an official who can legally bind the SUBGRANTEE and includes the following certification of expense clause: *“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”*
3. **Flow Down:** Attachments C & D contain Standard State grant agreement language which refers specifically to CCRPC’s Grant with Vermont Department of Environmental Conservation. All State and Federal requirements, if any, flow down to the SUBGRANTEE regardless of specific applicability.
4. **Cost of Materials:** SUBGRANTEE will not buy materials and resell to the CCRPC at a profit.
5. **Work Product Ownership:** Upon full payment by the CCRPC all products of the SUBGRANTEE’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the CCRPC and may be used for public purposes but may not be copyrighted or resold by SUBGRANTEE.
6. **Prior Approval/Review of Releases:** N/A
7. **Ownership of Equipment:** Any equipment purchased by or furnished to the SUBGRANTEE by the CCRPC under this Agreement is provided on a loan basis only and remains the property of the CCRPC.
8. **SUBGRANTEE’s Liens:** SUBGRANTEE will discharge any and all contractors’ or mechanics’ liens imposed on property of the CCRPC

LEASE
between
Bigglestone Investments
and
Central Vermont Regional Planning Commission

This lease shall, on commencement date, replace and supersede all previous leases and lease extensions between Central Vermont Regional Planning Commission and Bigglestone Investments.

This lease, made and entered into this **first day of October 2021** by and between: Bigglestone Investments, 65 Main Street, Montpelier, VT 50602, hereinafter referred to as LANDLORD, and Central Vermont Regional Planning Commission, 29 Main Street, Suite 4, Montpelier, VT 05602, hereinafter referred to as CVRPC.

W I T N E S S E T H

In consideration of the mutual covenants and agreements hereinafter set forth, the parties do covenant and agree as follows:

- 1) The LANDLORD hereby demises and leases to CVRPC, subject to all of the conditions and terms contained herein, the following described premises, hereinafter referred to as the “leased space”:
2,649 square feet, of office space and common areas at 29 Main Street, Suite #4, in Montpelier, VT.

[See Attachment A – Floor Plan]

- 2) TO HAVE AND TO HOLD the said leased space, with appurtenances, for the term of **TEN (10) YEARS** commencing on **October, 1, 2021** for use by CVRPC. In the event of occupancy other than the stated commencement date, rent shall be paid pro-rata, based on the number of days of occupancy, and all terms and conditions of this agreement shall be considered in full force and effect.
- 3) CVRPC, by prior agreement with LANDLORD, will continue to sublet space to the Cross Vermont Trail Association. CVRPC may, at its discretion, allow use of the conference room space by outside parties, may charge a fee for said use at its discretion and retain that fee. Other than as outline herein, CVRPC shall not permit the use of said leased space by anyone other than CVRPC, its agents and employees, approved sub-lessees, or agents and employees of approved sub-lessees except with the prior written consent of the LANDLORD, which consent shall not be unreasonably withheld.
- 4) This lease may, at the option of CVRPC, be extended for an additional **FIVE (5) YEAR** period, subject to all the terms and conditions of this lease, except that the lease rate shall be renegotiated in good faith by both parties. CVRPC shall provide the LANDLORD with written notice of its intent to extend at least **ninety (90) days** before the expiration of this lease.
- 5) Absent express written agreement to the contrary, any holding over after the expiration of the lease term shall be construed as a “tenancy at will” and shall continue under the terms herein, so far as such terms are applicable, and may be terminated by either party upon **ninety (90) days’** written notice to the other.
- 6) CVRPC shall pay rent to the LANDLORD for the said leased space at the following rate:

Start Date	End Date	Annual Cost Per Square Foot	Annual Rent	Monthly Rent
10/01/2021	09/30/2026	\$16.00	\$42,383.40	\$3,531.85
10/01/2026	09/30/2031	\$16.50	\$43,708.50	\$3,642.37

- 7) The rental payment shall be sent to:

Bigglestone Investments
65 Main Street
Montpelier, VT 50602

- 8) Rental payments are to be made monthly in advance; each monthly payment is due on the first day of the month.
- 9) In the event of a change of ownership during the term of this Lease, it shall be the sole responsibility of the LANDLORD to advise CVRPC by certified mail, that the ownership of the property has been transferred. Said notice shall specify how, when, and to whom rental payments shall be made. Until such notification, CVRPC shall be responsible to make rental payments only to the LANDLORD herein.
- 10) The LANDLORD shall provide to CVRPC, during its occupancy of said leased space, as part of the rental consideration, the following:

- heat, ventilation, and air conditioning system to include ongoing cleaning and maintenance of filters,
- fire extinguishers (inspected annually),
- building insurance,
- electricity,
- general interior and exterior maintenance,
- hot water,
- property taxes,
- replacement of light bulbs,
- snow removal and sanding of walkways and doorways,
- trash/recycling/composting disposal, and
- water and sewer.

CVRPC shall be the sole judge of the adequacy of the above, but it is understood and agreed that the requirements of CVRPC with respect thereto shall be reasonable.

- 11) It is further understood and agreed that CVRPC shall obtain and pay for the following:

voice/data installation, operation, and repair.

- 12) The LANDLORD shall maintain the leased space in good repair and tenantable condition during the term of this lease. The phrase "good repair and tenantable condition" means maintaining the lease space in such a condition which complies the Vermont's fire safety, electrical, plumbing, health, and building codes, Vermont Occupational Safety and Health Act (VOSHA) standards and any other applicable state or federal laws or regulations.

- 13) LANDLORD shall comply with Act 135 of the Legislative Session, Sec. 3.18 V.S.A. § 1742(a) (3), (4) concerning Restrictions on Smoking in Public Places; and Act 118 of the 2015-2016 Legislative Session, Sec. 2. 18 V.S.A. § 1421 concerning Use of Tobacco Substitutes in the Workplace.
- 14) For the purposes of so maintaining the leased space, the LANDLORD reserves the right, at reasonable times, to enter and inspect the leased space and to make any necessary repairs thereto. The LANDLORD agrees to give CVRPC notice of its intent to enter and/or inspect at least twenty-four (24) hours in advance, except in the case of an emergency.
- 15) CVRPC shall give the LANDLORD written notice of any damage or defects in the demised leased space. The LANDLORD agrees to remedy the damage or defect with due diligence. If the damage or defect arose from the negligence of CVRPC's agent or employees, CVRPC will reimburse the LANDLORD for the reasonable costs of the repair.
- 16) If LANDLORD fails or neglects to make the necessary repairs to the demised premises within 30 days of receipt of the notice of the necessary repair or defect, CVRPC may, at its option:
- a) make the repairs, in which case the LANDLORD shall reimburse CVRPC for any reasonable expenses incurred in so doing through either a reduction in rental payments or via direct invoice
- OR
- b) provide written notice to LANDLORD that the lease shall terminate on the date specified in that notice, which date shall not be less than thirty (30) days from the date of the notice.
- It is understood that if the repair cannot with due diligence be completed in 30 days, it is not a default under terms of this lease unless:
- a) The LANDLORD has not begun repairs with 30 days
- OR
- b) The LANDLORD fails to complete the necessary repairs within a reasonable period of time.
- 17) CVRPC agrees that all personal property brought into the leased space shall be at the sole risk of CVRPC and that the LANDLORD shall not be liable for the theft thereof or any damage thereto occasioned from the acts of any person other than LANDLORD, its agents, or employees.
- 18) If the leased space is totally destroyed by fire or other causes, this lease shall terminate immediately. In the event of partial destruction or damage that renders the leased space temporarily untenable, either party may terminate this lease by giving to the other party ten (10) days' written notice. The LANDLORD may, if the parties so agree, repair and restore the leased space to be fully tenable in accordance with the provisions hereof, in which case the rent shall be proportionately and fairly abated until the repairs are completed. This provision shall not be construed to excuse or relieve either party from any liability incurred as a result of such total or partial destruction or damage.

19) Alterations and Renovations:

- a) CVRPC shall have the right during this tenancy, to make renovations and alterations, attach fixtures, or signs in or upon the premises hereby leased.
- b) LANDLORD may require CVRPC to remove any fixtures added by CVRPC. If the LANDLORD requests removal of fixtures, the LANDLORD must provide written notice to CVRPC no later than ninety (90) days prior to the expiration of the lease, or fifteen (15) days after receipt of a notice of termination, whichever occurs first. Fixtures shall be and remain the property of CVRPC and may be removed by CVRPC prior to the expiration of the lease.
- c) If so required, CVRPC will make every effort to restore the property during the remaining term of the lease. However, if restoration cannot reasonably be complete before the end of the lease, LANDLORD hereby authorizes CVRPC to continue to access the property to complete the restoration without any additional fees, penalties, or rents.

20) Each of the following is a “default” by LANDLORD under this lease:

- a) Failure of LANDLORD to comply with any term of this lease.
- b) Commencement by LANDLORD of any legal action seeking any relief from its debts under any law, or the commencement of any such action against LANDLORD by a third party, if such action is not dismissed within sixty (60) days.
- c) Appointment of a receiver, trustee, custodian, or other similar official for LANDLORD or for a substantial portion of LANDLORD’S assets.

21) If a default occurs, CVRPC may, at any time during the continuance of the default, give notice to LANDLORD that this lease shall terminate on the date specified in that notice, which date shall not be less than thirty (30) days from the date of notice.

22) The failure of CVRPC to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that CVRPC may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

23) The remedies of CVRPC herein shall be cumulative and not alternative or exclusive of any other right or remedy available to CVRPC.

24) Applicable Law: This agreement will be governed by the laws of the State of Vermont.

25) Independence, Liability: The LANDLORD will act in an independent capacity and not as officer or employees of CVRPC.

The LANDLORD shall defend CVRPC and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the LANDLORD or of any agent of the LANDLORD. CVRPC shall notify the LANDLORD in the event of any such claim or suit, and the LANDLORD shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

- 26) No Employee Benefits for LANDLORD: the LANDLORD understands that CVRPC 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 CVRPC employees, nor will CVRPC 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 LANDLORD 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 LANDLORD, 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.
- 27) Insurance: Before commencing this Lease, the LANDLORD must provide certificates of insurance to show that the following minimum coverages are in effect, as applicable. It is the responsibility of the LANDLORD to maintain current certificates of insurance on file with CVRPC through the term of the Lease; annual updates must be provided throughout the term.

Workers' Compensation: With respect to all operations performed, the LANDLORD shall carry worker's compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Lease, the LANDLORD shall carry general liability insurance having all applicable major division of coverage including, but not limited to:

- Premises – Operation
- Independent Contractors' Protective
- 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 Per Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products / Completed Products Aggregate
- \$50,000 Fire Legal Liability

Automotive Liability: The LANDLORD shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the Lease. Limits of coverage shall not be less than: \$500,000 combined single limit.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the LANDLORD for the LANDLORD'S operations. These are solely minimums that have been set to protect the interests of CVRPC.

LANDLORD shall name Central Vermont Regional Planning Commission and its officers and employees as additional insureds for liability arising out of this Agreement.

- 28) Reliance by CVRPC on Representations: All payments by CVRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the LANDLORD, including but not limited to bills, invoices, progress reports and other proofs of work.
- 29) Records Available for Audit: The LANDLORD will maintain all books, documents, payroll papers, accounting records, and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of CVRPC and 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. CVRPC by an authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 30) Fair Employment Practices and Americans with Disabilities Act: LANDLORD agrees to comply with the requirement of Title 21 V.S.A Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. LANDLORD shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the LANDLORD under this Agreement. LANDLORD further agrees to include this provision in all subcontracts.
- 31) Taxes Due to the State of Vermont:
- a) LANDLORD understands and acknowledges responsibility, if applicable, for compliance with the State of Vermont tax laws, including income tax withholdings 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) LANDLORD certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the LANDLORD 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.
- 32) No Gifts or Gratuities: LANDLORD 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 CVRPC during the term of this Agreement.
- 33) Set off: CVRPC may set off any sums which the LANDLORD owes CVRPC against any sums due to the LANDLORD under this agreement.
- 34) This lease represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. This

lease may not be modified or amended except by written instrument, said instrument to be executed the same manner as this lease.

35) Upon execution of this agreement it is agreed that this lease agreement is binding upon the parties hereto, their heirs, administrators, executors, successors, and assigns.

36) Return of Security Deposit. If CVRPC shall fully comply with all of the provision of this Lease, the Security Deposit provided in CVRPC's initial lease with LANDLORD, or any balance thereof, shall be returned to the CVRPC within 10 days of the Expiration Date. Upon the return of the Security Deposit to CVRPC hereunder, or the remaining balance thereof, LANDLORD shall be completely relieved of liability with respects to the Security Deposit.

IN WITNESS WHEREOF, the parties executed this Lease on the day and year first above written.

BIGGLESTONE INVESTMENTS

by: _____ Authorized Agent

STATE OF VERMONT, _____ COUNTY, ss.

At _____ in said county and state, this _____ day of _____
 _____ 2021, _____ personally, appeared and acknowledged the foregoing
 instrument by him/her subscribed to be his/her free act and deed, and the free act and deed of Bigglestone
 Investments.

Before me,

 Notary Public State of Vermont
 Commission Expires: _____
 Commission #: _____

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

by: _____ Bonnie Waninger
 Executive Director

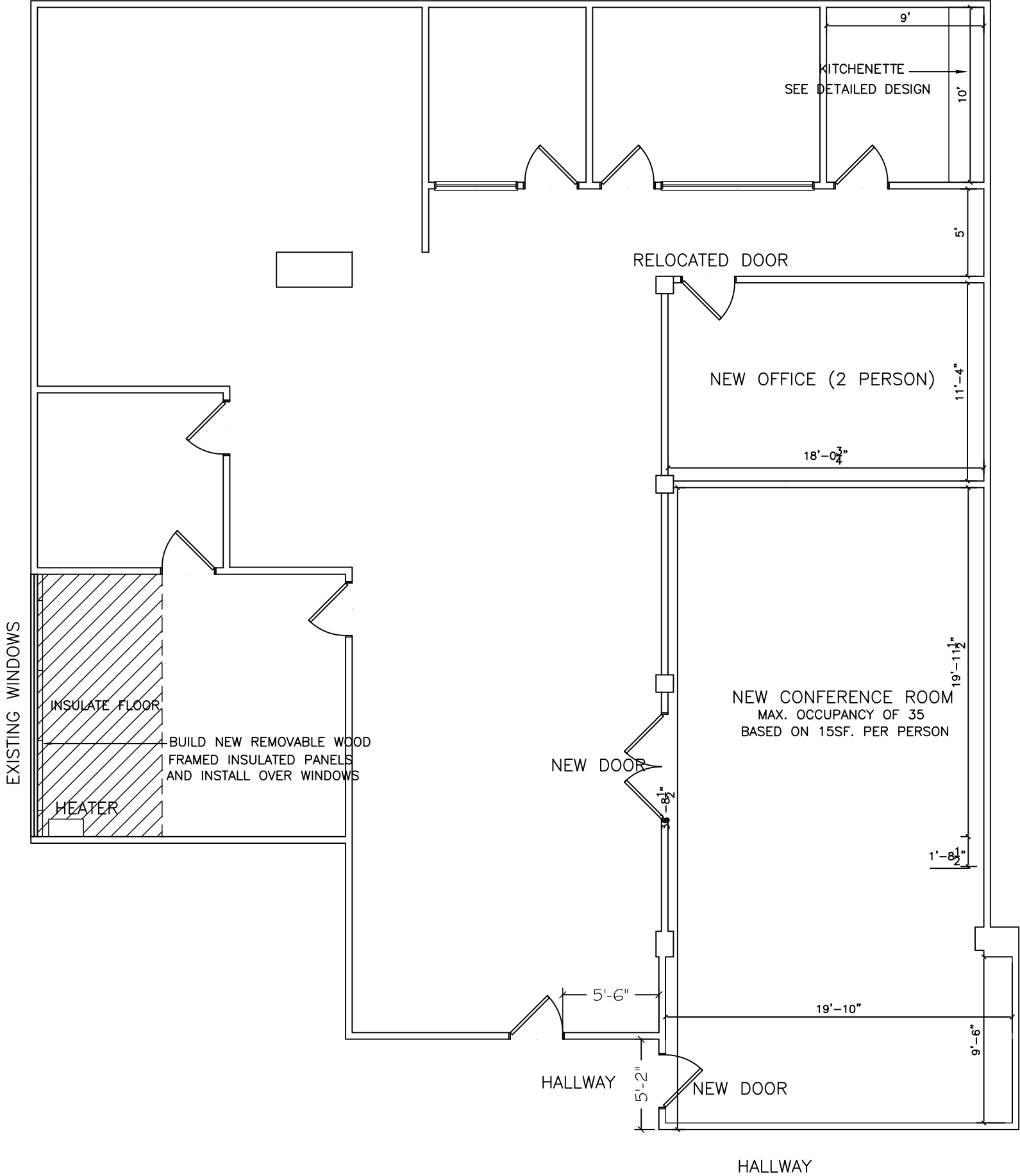
STATE OF VERMONT, _____ COUNTY, ss.

At _____ in said county and state, this _____ day of _____
 _____ 2021, _____ personally, appeared and acknowledged the foregoing
 instrument by him/her subscribed to be his/her free act and deed,

Before me,

 Notary Public State of Vermont
 Commission Expires: _____
 Commission #: _____

Attachment A – Floor Plans



#	Revisions	By
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
Allenlumber co

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

AI

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

STANDARD CONTRACT

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$37,000	Contract Start Date: 09/13/21	Contract End Date: 10/31/22	
Contractor Name: SLR International Corporation			
Contractor Physical Address: 1 South Main Street			
City: Waterbury	State: VT	Zip Code: 05676	
Contractor Mailing Address: 22118 20 th Ave. SE, Suite G202			
City: Bothell	State: WA	Zip Code: 98021	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

SECTION 2 – Suspension CONTRACTOR INFORMATION (to be completed by CVRPC)

Contractor Duns: 003590994		
DUNS Registered Name (if different than Contractor Name above):		
SAM checked for DUNS and Debarment Exclusions (https://sam.gov/search . Print Screen Must be Placed in Contract File)		
Date: 09/03/21	Initials: PD	SAM Expiration Date: NA
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File)		
Date: 09/03/21	Initials: PD	Debarment Expiration Date: NA
Risk Assessment completed (Questions for contractor at ..\..\Forms\Contracting\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Contracting\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date:	Initials:	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file))		
Date: 09/03/21	Initials: PD	
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: 09/03/21	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: 08/20/21

Initials: PD

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☐

[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:

Initials:

Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes ☐ No ☒

(Contractor must provide list of all proposed contractors and contractors' contractors and the identity of those party's worker compensation providers)

Date: 09/03/21

Initials: PD

SECTION 3 – FUNDING SOURCE

Awarding Agency: Vermont Department of Environmental Conservation

Funding Type: ☒ Federal

CFDA #: 66.481

Program Title: Lake Champlain Basin Program

FAIN: LC-00A00758-0

Amount of Federal Funding: \$224,759

Federal Award Date: 06/25/21

☐ State

Contract #: 41478

☐ Other

Source:

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator

Name: Pam DeAndrea

Title: Senior GIS Planner

Work Phone: (802) 229-0389

Email: deandrea@cvregion.com

Finance/Billing

Name: Dana Hock

Title: Bookkeeper

Work Phone: 802-229-0389

Email: hock@cvregion.com

CONTRACTOR

Project Contact/Manager

Name: Jessica Louisos, MS, PE

Title: Project Manager

Work Phone: 802-882-8335

Cell Phone (if applicable): 802-578-2016

Email: jlouisos@slrconsulting.com

Finance/Billing

Name: Joanna H. Nagle

Title: Senior Accounting Specialist

Work Phone: 203-271-1773 ext. 2267

Cell Phone (if applicable):

Email: jnagle@slrconsulting.com

Address if different than Section 1):

Mailing: 99 Realty Drive

City/State/ZIP: Cheshire, CT 06410

Part 2 – Contract Agreement**STANDARD CONTRACT FOR SERVICES**

1. Parties. This is a contract for services between the Central Vermont Regional Planning Commission (hereafter called “CVRPC”) and SLR International Corporation with its principal place of business at 1 South Main Street, Waterbury, VT 05676 (hereafter called “Contractor”). Contractor’s form of business organization is Foreign Profit Corporation. 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 services generally on the subject of engineering and construction oversight. 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 CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$37,000.00.

4. Contract Term. The period of contractor’s performance shall begin on September 13, 2021 and end on October 31, 2022.

5. Prior Approvals. Approval by the Executive Director is required for all contracts. If approval by the CVRPC Executive Committee is required, (greater than \$25,000), neither this contract nor any amendment to it is binding until it has been approved by the Committee.

Approval by the Executive Committee x is / is not required.

6. Amendment. This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the CVRPC and Contractor.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of 26 pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B - Payment Provisions and Monitoring & Reporting Requirements

Attachment C - Standard Agreement Provisions (effective date 02/26/18)

Attachment D - Provisions for Federally Funded Agreements (if applicable)

Attachment E - Other Provisions (if applicable)

Attachment F – Program Forms (if applicable)

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment E (if applicable)
- 3) Attachment D (if applicable)
- 4) Attachment C (Standard Agreement Provisions)
- 5) Attachment A (Scope of Work to be Performed)
- 6) List other attachments in order of precedence
- 7) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

For the CVRPC:

Signature: _____

Name: _____

Title: Executive Director

Date: _____

For the Contractor:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

Scope of Work to be Performed

Objective:

Provide engineering and construction oversight services for the Plainfield Gully Stormwater Implementation project at The Health Center in Plainfield, Vermont.

Activity(s) to be Performed:

For the gully that has developed from stormwater runoff from The Health Center and associated parking lots and driveway and drainage collected from High St (Route 2) and Towne Avenue, the contractor will attend a kickoff meeting, update the final design if necessary, obtain permits for construction, finalize bid documents, and conduct construction oversight including final inspection and approval of pay requisitions from the construction company. The project outcome will be finished construction that will eliminate further migration of the gully and thereby reduce sediment loading into the nearby Winooski River.

Stakeholders involved will include CVRPC, The Health Center representatives, the Town of Plainfield, and a private landowner. CVRPC will assume responsibility for organizing a kick-off meeting with stakeholders. The contractor will conduct the following:

Task 1: Kickoff Meeting & Permitting

CVRPC will organize a kickoff meeting with the Contractor and project stakeholders. The Contractor will attend the meeting with representatives from the CVRPC, DEC, Town, The Health Center, and the private landowner. The final design will be discussed as well as the need for an updated design plan, permit needs, bid and construction schedule and committed future operations and maintenance. If, at the start of the project, COVID-19 guidelines inhibit meeting in person, this meeting will take place virtually via an online platform.

The Contractor will be expected to obtain the following permits:

- Vermont Act 250 permit Amendment
- VTDEC Construction General Permit
- Town Zoning - Conditional Use Amendment

As part of the project start-up and permit application submittal, the Contractor will be expected to attend up to three site walks, meetings, and/or hearings as requested by regulators and provide meeting notes to CVRPC. The Contractor will respond to comments from regulators as requested and provide revised materials or memos as needed. The Contractor will ensure final permits are included among deliverables to the CVRPC prior to site construction.

Task 2: Bid Phase

The Bid Phase for the project will entail establishing required documents for construction and post construction, and assisting with hiring a construction company.

Task 2.a: Operations and Maintenance Plan and Agreement

The Contractor will assist the CVRPC and work with the Town of Plainfield and the landowner to develop a Third-Party Operations and Maintenance (O&M) Plan and Agreement to be signed by the Town of Plainfield. The CVRPC will provide the Contractor with a template for the O&M Plan and Agreement. The O&M Plan and Agreement must be executed before initiating bidding of the construction work.

Task 2.b: Review and Update Final Design

The Contractor will ensure that all relevant and necessary input and approval from stakeholders are included in the final design plans. Stakeholders include, but are not limited to the Town of Plainfield, The Health Center, private landowners, and the DEC. Once the design plans are final, the Contractor will submit them to CVRPC for its and DEC's review and approval.

Task 2.c: Finalize Bid Documents

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

The Contractor will provide the final bid documents to the CVRPC for its and DEC's review and approval.

Task 2.d: Hire Construction Firm

Upon approval of the bid documents by CVRPC and DEC, the CVRPC will advertise the bid with a pre-bid site visit requirement. A sealed bid process will be conducted with bids to be opened at a predetermined location. Following the bid opening, CVRPC, 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 be expected to compile a bid tabulation for the bid review. Once the CVRPC has received approval for the selected construction firm from the DEC, the CVRPC will issue the notice of award to the construction firm.

Task 3: Construction Phase

Once contracting with the construction firm is complete, the CVRPC will schedule a pre-construction meeting with the Contractor, the Construction firm, and the landowners to work out construction schedule and logistics. The Contractor will ensure that the construction firm will adhere to the proposed schedule for construction to be completed within the time frame of the contract. The

Contractor will be required to coordinate construction activities, approve any payment requisitions/invoices from the Construction firm, provide these requisitions and approvals to CVRPC for review, conduct management of construction activities, and review and approve all construction firm submittals and shop drawings. Any changes or deviations from the construction plans will be required to be approved by the Contractor and communicated to the CVRPC.

Prior to construction, the Contractor will assist the CVRPC in providing the Notice to Proceed to the Construction firm and attend a pre-construction site-visit where the Contractor will be expected to go over the specifications and expectations of the project. During construction, the Construction firm will be expected to layout the project using conventional survey equipment to ensure that elevation specifications on the design plans are met. Throughout and at the conclusion of construction, the Contractor will be required to conduct frequent inspections (10 site visits) including a final inspection to ensure the construction was completed per specifications in the final design. The Contractor will be required to submit inspection/observation reports to CVRPC with photos and descriptions of findings and required fixes for the Construction firm.

Task 4: Final Reporting

The Contractor will assist the CVRPC to obtain information required for the DEC Clean Water Initiative Program's Final Performance Reporting Template and the Stormwater BMP Reporting Template. The Contractor will also be required to submit the as-built design and a final inspection report. For the Final Performance Report, the CVRPC will need to provide pre-intervention data relating to the gully for the following parameters: soil type¹, age of erosion², and average volume of erosion before restoration as defined in the MRGP SOP³, page 13 and 14 available at this [link](#). Before starting the final reporting process, the CVRPC will obtain updated templates from the DEC 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.

Performance Measures:

The following performance measures must be adhered to by the engineering subcontractor as part of this contract:

Performance Measures	Deliverables	Due Date
1-Kickoff Meeting & Permitting	Meeting minutes	October 1, 2021
Vermont Act250 Amendment, VTDEC Construction General Permit, Town Zoning – Conditional Use Amendment	Permit submission materials	October 15, 2021

¹ 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.)

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

³ *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.

Performance Measures	Deliverables	Due Date
Site Visits/Meetings/Hearings	Meeting notes	As requested by regulators
Respond to comments	Revised materials or memo as needed	As requested by regulators
2-Bid Phase		
2a: O&M Plan & Agreement	O&M Plan and Agreement	October 15, 2021
2b: Review & Update Final Design	Updated Final Design	October 15, 2021
2c: Finalize Bid Documents	Bid Documents	November 12, 2021
2d: Hire Construction Firm	Bid tabulation and reference check notes	March 1, 2022
3-Construction Phase	Notice to Proceed	June 30, 2022
	Invoice approval forms, submittal approvals, observation reports with photos	August 31, 2022
4-Final Reporting	Final Inspection Report Redline as-built plans, and completion letter	September 30, 2022
	DEC Final Reporting Template Data & BMP Final Performance Report	

ATTACHMENT B**Payment Provisions and Monitoring & Reporting Requirements****PAYMENT PROVISIONS**

The Contractor shall provide the services listed in Attachment A to CVRPC at the rates listed in the scope of work attached to this Agreement.

The maximum dollar amount payable under this Agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of the Standard Contract.

CVRPC agrees to compensate the Contractor for services performed as defined in the Scope of Work, up to the maximum amount, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this grant.

Payment. Work performed will be paid as follows:

FIXED PRICE (DELIVERABLES): The Contractor shall submit invoices to the CVRPC in accordance with the schedule in Attachment A and deliverables described below.

Task	Deliverables	Amount
1-Kickoff Meeting & Permitting	Meeting minutes Permit submission materials Meeting notes Revised materials or memo as needed	\$9,340
2-Bid Phase (a-c)	O&M Plan and Agreement Updated Final Design Bid Documents	\$3,575
2-Bid Phase (d)	Bid tabulation and reference check notes	\$4,375
3-Construction Phase	Notice to Proceed Invoice approval forms, submittal approvals, observation reports with photos	\$16,750
4-Final Reporting	Final Inspection Report Redline as-built plans, and completion letter DEC Final Reporting Template Data & BMP Final Performance Report	\$2,960

The CVRPC shall pay, or cause to be paid, to the Contractor progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the CVRPC for all work.

The CVRPC shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions described previously in Attachment B.

The Contractor shall immediately notify CVRPC if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. In the case of a cost reimbursement agreement, the Contractor will supply a new estimate for CVRPC approval. CVRPC is not obligated to authorize additional expenditures. The Contractor will not be reimbursed for any services or expenses which have not been previously approved by CVRPC.

Sub-contractor rates shall be consistent with those provided in Contractor's scope of work. Markups for sub-contractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary Contractor services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this Agreement.

Invoicing. The Contractor shall submit invoices to CVRPC as noted above. Charges will be separated by task as designated by CVRPC in proposal or bid documents and shall include the estimated task amount and total charges billed by task to date. If Contractor is working under more than one Agreement with CVRPC, Contractor shall invoice each Agreement separately. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to: Bonnie Waninger, Executive Director
Central Vermont Regional Planning Commission
29 Main Street, Suite 4
Montpelier, VT 05602

The CVRPC will seek to make payments within forty-five (45) days of receipt of an invoice from the Contractor. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the project manager, CVRPC 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 final payment will be paid upon final project completion and acceptance by the CVRPC.

MONITORING REQUIREMENTS

Monitoring is **REQUIRED** under this Agreement. Monitoring will include

- Monitoring of pass through requirements.
- Comparison of actual accomplishments to Agreement objectives.
- Reasons why established goals were not met.
- Explanation of cost overruns or high unit costs.
- Significant developments.
- Site visits as warranted by program needs.

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Regular Progress Reports submitted with invoices.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

Regular Progress Reporting. Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Contractor's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Contractor is invoicing for reimbursement.

Significant Development Report. The Contractor must report the following events by e-mail to CVRPC's Project Manager as soon as possible after they occur:

- 1) Developments that have a significant favorable impact on the project.
- 2) Problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the objectives of the award.

Other Reports. CVRPC's funding agency may request or require other reports during the Agreement period. If CVRPC's requires Contractor's assistance to complete this reporting, Contractor shall provide the necessary information requested by CVRPC.

CVRPC must submit periodic reports to the Vermont Department of Environmental Conservation. It is imperative that the Contractor supply the CVRPC with the necessary information so that the CVRPC can provide these reports in a timely manner.

Periodic reports, certified by an authorized agent of the Contractor, shall be submitted as required. Failure to submit timely, accurate, and fully executed reports shall constitute an "Event of Default" and will result in a mandate to return the funds already disbursed under this agreement, and/or the withholding of current and future payments under this Agreement until the reporting irregularities are resolved to the CVRPC's satisfaction.

ATTACHMENT C

Standard Agreement Provisions

REVISED FEBRUARY 26, 2018

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Sub-Recipient, with whom the CVRPC 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 CVRPC, 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 CVRPC with regard to its performance under the Agreement.

4. Arbitration: The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in Washington County, Vermont, under the then-existing and applicable commercial arbitration rules of the American Arbitration Association. Without intending to limit the power of authority of the arbitrator(s) in any such proceeding, the parties hereby consent and agree that such arbitrator(s) shall be vested with the full power and authority to order such equitable relief as the arbitrator(s) may deem proper. The parties consent to the jurisdiction of any court of competent jurisdiction for all purposes with respect to such arbitration, including enforcement of this Agreement to arbitrate and the entry of a judgment on any arbitration award. The prevailing party in any such arbitration proceeding shall be entitled to an award of reasonable attorney’s fees as determined by the arbitrator(s). The fees and expenses of the arbitrator(s) shall be borne equally by the Parties. The Parties shall use all reasonable efforts to ensure that the arbitration is completed as promptly as reasonably possible, and in any event, within not more than ninety (90) days after either party’s request for arbitration hereunder.

The undersigned understand that this agreement contains an agreement to arbitrate. After signing this document, both parties understand that neither will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

Party agrees that the State of Vermont shall not be required to submit to binding arbitration or waive its right to a jury trial.

5. Severability: The provisions of this Agreement are severable. Should one or more provisions be unenforceable, all other provisions will remain in full force and effect.

6. Sovereign Immunity: The State of Vermont 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.

7. No Employee Benefits For Party: The Party understands that the CVRPC and 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 CVRPC or State employees, nor will the CVRPC or 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 CVRPC to the Internal Revenue Service and the Vermont Department of Taxes.

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

9. Defense and Indemnity: The Party shall defend the CVRPC and the State and their 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 CVRPC or 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 CVRPC and the State retains the right to participate at their own expense in the defense of any claim. The CVRPC and 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 CVRPC and the State of Vermont and their respective officers and employees in the event that the CVRPC or the State, their 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 obligate the CVRPC or 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.

10. 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 CVRPC through the term of the 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 CVRPC and the State of Vermont.

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
- \$50,000 Fire/Legal/Liability

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 CVRPC and the State of Vermont and their 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 CVRPC and the State of Vermont and their 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 CVRPC.

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

12. False Claims Act: CVRPC is a political subdivision of the State of Vermont. 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 CVRPC and 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 CVRPC and State under the False Claims Act shall not be limited notwithstanding any agreement of the CVRPC or State to otherwise limit Party's liability.

13. 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.

14. 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 continental United States, except with the express written permission of the State.

15. 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 CVRPC, 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.

16. 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.

17. 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.

18. 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 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.
- 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.

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

20. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the 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.

21. 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 CVRPC. Party shall be responsible and liable to the CVRPC and 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 CVRPC 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 CVRPC and subcontracts for work performed in the State of Vermont:

Section 12, False Claims Act;
Section 13, Whistleblower Protections;
Section 14, Location of State Data
Section 16, Fair Employment Practices and Americans with Disabilities Act;
Section 18, Taxes Due the State;
Section 20, Child Support;
Section 22, No Gifts or Gratuities;
Section 24, Certification Regarding Debarment;
Section 34, CVRPC and State Facilities; and
Section 37, State Funded Grants

22. 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 CVRPC or the State during the term of this Agreement.

23. 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.

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

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

28. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the CVRPC or 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.

29. Force Majeure: Neither the CVRPC, State of Vermont or 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.

30. Marketing: Party shall not refer to the CVRPC or 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 CVRPC and State.

31. Termination: In addition to any right of the CVRPC to terminate for convenience, the CVRPC may terminate this Agreement as follows:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the CVRPC or State (July 1 to June 30), and if appropriations or funding are insufficient to support this Agreement, the CVRPC 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 funded in whole or in part by state or federal funds, and in the event those funds become unavailable or reduced, the CVRPC may suspend or cancel this Agreement immediately, and the CVRPC shall have no obligation to pay Party from CVRPC 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 CVRPC. All CVRPC or State property, tangible and intangible, shall be returned to the CVRPC or State as applicable upon demand at no additional cost to the CVRPC or State in a format acceptable to the CVRPC or State.

D. Cancellation: Normal cancellation procedures notwithstanding, CVRPC reserves the right to order immediate suspension of Party operations and termination of this Agreement in the event of Party negligence or Party practices in apparent violation of State or Federal law or regulations.

32. Continuity of Performance: In the event of a dispute between the Party and the CVRPC, 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.

33. No Implied Waiver of Remedies: A 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.

34. CVRPC and State Facilities: If the CVRPC or State makes space available to the Party in any CVRPC or 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 CVRPC or State facilities which shall be made available upon request. CVRPC or State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

35. Ownership of Equipment: Any equipment purchased by or furnished to the Party by CVRPC under this Agreement is provided on a loan basis only and remains the property of, and must be returned to, CVRPC.

36. Professional Engineering Services: Any work on this Agreement which is "Professional Engineering Services" as defined in 26 V.S.A. §1161 must be performed by a Licensed or Registered Professional Engineer as required in 26 V.S.A. §1162.

☒ **37. State-Funded Grants.** If box is checked, this Agreement is funded in whole or in part by State grant funds. As such, the following additional provisions apply.

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

Provisions for Federally Funded Agreements

This Agreement is funded in whole or in part by federal funds. As such, the following additional provisions apply.

1. Federal Requirements Pertaining to All Grants and Subrecipient Agreements:

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 CVRPC and 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 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the CVRPC and 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.

2. Other Provisions for Federally Funded Agreements:

A. Davis-Bacon Act. The Party will comply with the provisions of the Davis-Bacon Act (40 U.S.C. 2761 7), the Copeland Act (40 U.S.C. 276C and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction contracts when construction is part of the contract.

B. Certification: By signing this Agreement, the Party certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been or will be paid, by or on behalf of the Party, 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 any 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.

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 an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The Party shall require that the language of this certification be included in the award of documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 \$160,000 for each such failure.

C. Non-Discrimination. The Party will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Party will take affirmative action to ensure that applicants are employed, and that employees are treated during reemployment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. Other Provisions Specific to this Agreement's Source of Federal Funding.

A. 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.

B. 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.

ATTACHMENT E

Other Provisions

This is an Architect/Engineer Professional Service Agreement and Attachment C, Paragraphs 8 and 9 are deleted in their entirety and replaced with the following:

Independence, Liability, Indemnity:

- A. The Party will act in an independent capacity and not as officers or employees of the CVRPC or State.
- B. This Agreement requires the Party to provide professional services in the design and/or engineering of all or a part of the Project to which this Agreement relates. This is not an Agreement for construction services. However, construction administration, observation, or certification services may be required on the part of the Party if this Agreement so provides. Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for all services performed under this Agreement, with minimum coverage as required by the CVRPC but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
- C. The Party shall defend the CVRPC and State and their officers and employees against all 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 providing “non-professional services” under this Agreement. As used herein, “non-professional services” means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The CVRPC shall notify the Party in the event of any such claim or suit covered by this Subsection C, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of “non-professional services” provided under this Agreement.
- D. Notwithstanding anything to the contrary set forth in Subsection C above, the Party shall not be obligated to defend the CVRPC, State and their officers and employees against claims or suits arising from the Party’s provision of engineering design services or architectural design services. However, the Party’s obligation to defend the CVRPC, State, and their officers and employees against all claims or suits arising out of “non-professional services” provided under this Agreement as provided in Subsection C above and the Party’s other obligations under Attachment C shall remain in effect.
- E. The Party agrees to indemnify and hold the CVRPC, the State of Vermont, and their respective officers and employees harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney’s fees incurred and paid by the CVRPC and/or State in defending claims by third parties (collectively “Damages”) but only in the event and to the extent such Damages are incurred and paid by the CVRPC and/or State as the proximate cause of negligent acts, errors or omissions (“Professional Negligence”) by the Party, its

employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement.

- F. As used herein, “Professional Negligence” or “negligent acts, errors or omissions” means a failure by the Party to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.
- G. The Party shall indemnify the CVRPC, the State of Vermont, and their officers and employees in the event that the CVRPC, State, or its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party arising from the provision of “non-professional services” (as defined herein) under this Agreement.
- H. The Party shall not be obligated to indemnify the CVRPC or State for any Damages incurred by the CVRPC or State attributable to the CVRPC’s or State’s own negligent acts, errors or omissions or the negligent acts, errors or omissions of its officers, agents or employees, or the acts, errors, omissions or breach of Agreement by persons or entities other than the Party, its employees, agents, consultants and subcontractors.
- I. 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.



MEMO

Date: August 7, 2021
 To: Executive Committee
 From: Bonnie Waninger, Executive Director
 Re: CVRPC FFY 2022 TPI Work Program and Budget

☒ **ACTION REQUESTED:** Approve the revised CVRPC FFY 22 Transportation Planning Initiative work program and budget.

Summary

CVRPC adopted an organizational budget adjustment in December 2020 for the previously accepted FFY 21 TPI work program and budget. While the work program will remain unchanged, CVRPC submitted a revision to its proposed budget. Changes include:

- reallocate tasks among staff to reflect workload shifts that occurred with the addition of a transportation planner in 2021;
- increasing funding under Tasks 4 to account for hiring a planning technician to help with field work for the rest of the summer;
- reducing funding under task 3 to help accommodate the increased work under Tasks 4, and
- reducing contractual funds to ensure all allocated funds can be spent down within the fiscal year.

Summary of budget amounts by task:

Task	Task Description	Current Budget	Amended Budget	Difference	% Change
Task 1	Administration	\$24,883	\$22,428	(\$2,455)	-9.87%
Task 2	Public Participation & Coordination	\$33,580	\$30,967	(\$2,613)	-7.78%
Task 3	Long Range Planning	\$37,216	\$14,375	(\$22,841)	-61.38%
Task 4	Short Range Planning	\$120,102	\$150,959	\$30,857	25.69%
Task 5	Project Development	\$17,368	\$14,420	(\$2,948)	-16.97%
Task 6	Other Planning - TRPT	\$60,000	\$60,000	\$0	0.00%
	TOTAL	\$293,149	\$293,149	\$0	

Budget changes from the original FFY21 TPI budget include:

- Task 1 – Program Administration: Reallocation of hours (tasks) from executive director and planner to new transportation senior planner based on candidate.
- Task 2 – Public Participation and Coordination: Minor adjustment to reflect actual trends. Reallocation of hours (tasks) among multiple staff to transportation senior planner.
- Task 3 – Long Range Planning: Reduction in overall hours to transfer funds to Short Range Planning for additional planning technicians.
- Task 4 – Short Range Planning: Adjusted funds available to planning technicians for assistance and field inventories. Reduced allocation for consultant funds for feasibility study of access for Northfield town forest.
- Task 5 – Project Development Planning: Transfer of hours (tasks) to other task as major project development work has been completed for the fiscal year.
- Task 6 – Other Planning Activities (TRPT): Held steady.

Consultant Study

A feasibility study for improve access to the Northfield Town Forest is underway using consultant services. It is expected to continue into the FFY22 TPI effort.

Transportation Planner

A full time transportation planner was brought on in March, 2021. Adjustments were made to reflect trends in how this addition has affected how the Executive Director and Planner have been allocating their time.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

FFY 2021 Transportation Planning Initiative

Federal Fiscal Year: October 1, 2020 to September 30, 2021

Approved by: TAC --/--/--; Executive Committee --/--/--

Note: Table adjustments are anticipated to be vote on by the TAC and EC in September.

EXHIBIT 1: WORK PROGRAM

Purpose and Summary

This document describes the Central Vermont Regional Planning Commission (CVRPC) Transportation Planning Initiative (TPI), Federal Fiscal Year 2021 Work Program. The transportation program is continually adapted to meet the needs of our 23 municipalities, the region at large, and the work tasks developed cooperatively with the Vermont Agency of Transportation. This work program is a summary of work tasks with more specific work scope and schedule guidance being provided by VTrans and/or our member communities. Implicit in this agreement is that CVRPC staff will hold themselves to a professional standard and seek training opportunities in all relevant transportation and planning related topics. The regional transportation planning program is intended to achieve the following goals:

1. Enhance cooperative decision-making among state, regional, and local partners about the transportation system.
2. Better connect federal, regional, and statewide transportation planning.
3. Provide technical assistance to municipalities and expand their ability to implement transportation planning best practices.
4. Deliver results that advance VTrans strategic and long range transportation plans.

The CVRPC TPI Work Program has enabled creation of the Transportation Element of the Regional Plan, organizes regional priorities for VTrans projects, enables municipalities to learn about VTrans planning processes, provides transportation planning services to municipalities, provides local input into state planning processes, and studies transportation problems.

The current Work Program continues the above activities. In addition, activities have been added to strengthen the transportation / land use linkage, assist municipalities to plan for a resilient transportation system, and plan for Clean Water initiatives.

This work program is presented in six task areas, each corresponding to VTrans FFY 2021 Transportation Planning Initiative (TPI) guidance materials and direction from VTrans. The narrative for each includes a description of the goals, objectives, and activities/products proposed to address the tasks.

TASK 1. PROGRAM ADMINISTRATION

CVRPC will be responsible for the management of financial, reporting, and auditing requirements related to agreement fulfillment. Staff is experienced in the administration of federal, state, and local agreements and is familiar with federal and state financial and audit procedures. Local officials, Commission representatives, and members of the public will have access to information regarding the administration of this planning initiative. This task involves activities necessary for the proper management of the TPI work program and the development of future work programs.

Included are the following activities:

1. hire, train, and supervise staff, and hire, supervise, and evaluate consultants as necessary to undertake the work program.
2. prepare and update policies and procedures to maintain compliance with state and federal laws, procedures, and requirements.
3. participate in a commission-wide audit, in conjunction with other CVRPC programs and in conformance with federal standards.
4. develop an indirect cost proposal.
5. work cooperatively with VTrans in an evaluation of the overall program to define strengths and deficiencies in meeting the objectives as defined in the VTrans/CVRPC agreement for services.
6. develop work plans and budgets and participate in the mid-year review process.
7. conduct financial and progress reporting to meet federal and VTrans requirements, such as preparation of monthly billings, monthly progress reports, and weekly status reports regarding work accomplishments and financial status.
8. purchase supplies, equipment (traffic counter), and software directly related to TPI activities and necessary to complete the work program; repair and maintain equipment as necessary.
9. complete annual TPI and VAPDA Performance Reporting.
10. attend monthly TPI meeting.
11. training to enhance knowledge and skills specific to transportation planning best practices.

Personnel: Executive Director, Office Manager, Senior Planners, Planners

Products: Administrative activities will be ongoing throughout the agreement period. Specific products will include procurement documentation, monthly invoices, progress reports, an

annual audit report, indirect cost proposal, related proposals, subcontracts, work programs, budgets, updated policies, and the CVRPC FY21 Annual Report and VAPDA SFY2021 Annual Report that includes transportation performance measures.

TASK 2. PUBLIC PARTICIPATION AND COORDINATION

The purpose of this task is to ensure that the public, business owners, and other stakeholders have the opportunity to participate in the regional transportation planning process both individually and through their locally elected officials. This includes work efforts related to municipal, regional, and interagency coordination, citizen participation, public informational meetings associated with the Regional Commission's transportation planning program and special transportation planning projects. Staff will continue to act as a liaison between the municipalities and VTrans.

Included are the following activities:

1. coordinate transportation planning activities with adjacent regional commissions, public transit providers, economic development agencies, human service providers and advocates, housing organizations, VTrans, and other organizations.
2. publish and advertise informational materials regarding activities of the Regional Transportation Planning Program and related VTrans planning efforts. Media can include newsletters, website and social media content, and other materials to enhance understanding of the planning process, evaluation of needs, and development of transportation solutions.
3. meet regularly with VTrans staff to discuss the development, implementation and progress of programs and activities of interest to the region's member municipalities.
4. monitor the development of legislation affecting local and regional transportation; communicate information as appropriate.
5. coordinate and facilitate the Central Vermont Transportation Advisory Committee (TAC) and coordinate its activities with local officials, groups, and other regional TACs and its involvement in statewide modal and policy plans.
6. solicit public participation in the planning process, including sponsor and convene informational meetings and public hearings (such as annual STIP/Capital Program hearings) and coordinate and participate in VTrans-sponsored events.
7. engage the public in the identification of transportation problems and solutions.
8. participate in the update and implementation of current VTrans plans by facilitating public input through forums, public meetings, and other engagement tools as appropriate.
9. coordinate, facilitate, and provide technical support for quarterly road foreman roundtables.

10. serve on various transportation-related task forces and study committees.
11. attend meetings of local boards and commissions on transportation related topics including safety improvements, capital planning, infrastructure planning, etc.
12. provide outreach and assistance to municipalities in integrating good access management practices into local plans, regulations, and ordinances.
13. conduct outreach to municipalities on adoption and use of Town Road and Bridge Standards and how they relate to the Emergency Relief Assistance fund reimbursement.
14. engage the public in the Regional Plan update as it pertains to various modes of transportation, goals for transportation planning, and future transportation needs.
15. participate in emergency management training and activities to support a resilient transportation system.
16. monitor current transportation projects by reviewing the five year VTrans Capital Program and Project Development Plan, and the STIP.
17. participate and coordinate Travel Demand Management initiatives to meet the needs of Central Vermont.
18. coordinate the region's participation in the VTrans Aviation Program, including participation in State Aviation Council meetings and exploration of a State Airport Committee for the Edward F. Knapp Airport.
19. obtain in-house reference materials, such as periodicals, manuals and textbooks, on transportation planning, engineering, and related topics, for use by staff, local officials and the public.

Personnel: Executive Director, Office Manager, Senior Planners, Planners, Assistant Planner, Planning Technicians

Products: Public participation and outreach activities will be ongoing throughout the agreement period. Specific products will include meeting announcements and minutes, written recommendations and correspondence as appropriate, the newsletter, a written report regarding the Way to Go! Challenge planning efforts.

TASK 3. LONG RANGE TRANSPORTATION PLANNING

Long range transportation planning includes development and incorporation of transportation planning into the Regional Plan, corridor management plans and modal specific plans. All modes of

transportation should be considered and integrated into the overall transportation system. A basic component of a region's planning work should be a systematic review of multi-modal transportation needs based on existing and future land use patterns, socioeconomic characteristics and trends, environmental challenges and other driving factors. This task includes activities specifically related to long-range transportation system planning and analysis, i.e., database and GIS system development and maintenance, systems analyses, the adoption of the regional transportation plan to the Regional Plan, corridor management, and all long-range transportation system management activities.

Included are the following activities:

1. maintain, distribute, and verify through local officials and business/community leaders future land use, demographic, and transportation network characteristics.
2. continue to incorporate transportation planning into the Regional Plan.
3. conduct outreach to local officials and the public on, and participate in, State modal and other transportation planning.
4. participate in working groups, steering committees, and/or advisory committees of VTrans-managed planning projects, such as acting as a technical advisor.
5. participate in work groups and committees and conduct outreach to local officials and the public on environmental policy and planning items.
6. participate in Corridor Management Planning efforts to integrate local and regional perspectives.
7. coordinate intermodal, multimodal, and freight transportation planning activities, including bike/pedestrian systems planning.
8. coordinate inter-regional efforts, such as clean water planning for inter-regional roads.
9. integrate, and assist municipalities to integrate, the results of the statewide analysis and Transportation Resilience Planning Tool into regional and local plans and planning efforts.
10. provide technical support to assist municipalities with municipal plan updates, zoning ordinances, subdivision regulations, highway ordinances, and other transportation-related documents or ordinances.
11. provide planning, technical assistance, and grant management support as needed for communities participating in the Better Connections program.
12. develop and implement analytical methods to identify gaps in the connectivity of the transportation system.

13. Coordinate inter-regional efforts, such as the Scenic Byways Program, public transit, and others.
14. identify transportation opportunities and challenges in meeting State land use planning goals.
15. develop and maintain statistics and GIS data and analyses used to support transportation planning and project development, such as 2020 Census data.
16. identify wildlife corridors, roadway barriers and crossings, and other environmental transportation connections.
17. Update the transportation element of the Central Vermont Regional Plan, including a program for the implementation of the Regional Plan's transportation objectives.

Personnel: Executive Director, Office Manager, Senior Planners, Planners, Assistant Planner

Products: Updates to the Regional Plan; GIS coverages/maps (updated base, land use, transportation network, associated transportation data, GIS updates of long-range plan maps); Project related products as applicable.

TASK 4. SHORT RANGE TRANSPORTATION PLANNING

Short range transportation planning projects may be identified in long range plans, conducted in response to an emerging issue, or prepared at the request of a municipality to address a specific need. The planning work may focus on a smaller area such as a downtown, commercial area or school and recommendations would be developed at a greater level of detail than typically provided in long range planning work. Short range planning includes collection of data to support all phases of transportation planning and project development. This task includes activities specifically emphasizing short-range transportation system analysis and problem solving, including the evaluation of specific local or regional transportation problems or issues of a one-time or short-term duration.

1. review and provide recommendations on transportation elements of municipal plans and assist municipalities to develop transportation capital improvement plans.
2. assist communities participating in the planning aspects of Transportation Alternatives, Byway, Bicycle/Pedestrian, Better Connections, discretionary, and other grant programs and in regional bicycle and pedestrian initiatives, such as the Cross Vermont Trail, Central Vermont Path, and Mad River Path.
3. review transportation issues and impacts of proposed development projects with impacts to the regional transportation system, and provide technical assistance to municipalities for transportation impact review of local development projects as necessary to strengthen local transportation planning.

4. conduct traffic monitoring by maintaining current data for major roads and problem areas, and by responding to local requests.
5. conduct traffic, parking space, bicycle and pedestrian, turning movement, and park and ride counts.
6. collect municipal highway major collector HPMS data and model inventory of roadway elements (MIRE) data programs.
7. update information on dedicated On-Road Bicycle Facilities
8. assist municipalities to plan for Complete Streets, and conduct a municipal complete streets implementation inventory.
9. assist municipalities to inventory, assess, plan for, and manage local transportation systems by conducting municipal road, culvert, bridge, ditch, roadway sign, and bicycle and pedestrian infrastructure inventories and assessments, road erosion assessments, tree inventories, and by supporting development and maintenance of road surface management systems, municipal road stormwater management plans, and capital improvement plans. This work will, in part, assist towns in applying for Municipal Road General Permits and complying with the Vermont Clean Water Act.
10. participate in public transit planning, including collaboration on the Montpelier microtransit project, update of Transit Development Plans, coordination of human service needs with transportation options, monitoring changes of transit systems in the region, and updating transit mapping.
11. support enhancement of Human Services Transportation Coordination, including enhancement of the Regional Elders and Persons with Disabilities Advisory Committee, serving on the Public Transit Advisory Committee (PTAC) and public transit boards (serve as Chair of the Green Mountain Transit Board), continuing to provide technical support to regional public transit providers, advisory groups, and groups working to identify and fill transportation gaps for the public and underserved populations (Green Mountain Transit, Rural Community Transportation, Mad River TAC, THRIVE Transportation Collaborative Action Network), and participating in activities as necessary; continue to serve on Boards and committees to act as a liaison between providers and local needs.
12. participate and coordinate efforts with VTrans, GMT, and communities to develop travel demand management measures.
13. support Safe Routes to School efforts as needed by increasing awareness and participation of schools and municipalities with the program, assisting with updating School Travel Plans, collecting traffic data to support school travel plans, and serving as a member of regional expert panels available to help schools with their local programs.

14. participate in the Systemic Local Road Safety Program and Road Safety Audit Reviews.

Personnel: Executive Director, Senior Planners, Planners, Assistant Planner, Planning Technicians, Consultant/Contract staff as needed

Products: Municipal Plan updates; Traffic, parking space, bicycle and pedestrian, and turning movement counts; Sufficiency rating data on VTrans identified miles of municipal highway major collectors; Complete Streets implementation inventory; Municipal transportation system inventories, assessments, and capital plans; Nominations and mapping of high hazard locations and programmatic corridors to the HRRR Program; Updated school area infrastructure maps and/or School Travel Plans developed for SRTS Program as needed; at least four quarterly E&D Committee meetings held in accordance with Vermont Open Meeting Law; E&D Committee work plan; FFY20 E&D Rider Survey respondents follow up; attendance at E&D Summit; Welcome packet for new E&D riders/clients; **FEMA grant application for Trestle #308 scoping study. Feasibility or other contractor-produced study..** Other products as applicable.

TASK 5. PROJECT DEVELOPMENT PLANNING

The task includes activities emphasizing project-specific planning and development. Project development activities provide continuity between planning and implementation and provide a framework for on-going public participation as specific design alternatives, costs and impacts are explored. The work will involve developing transportation projects and preparing them for state or local implementation. The project development assistance will be extended to municipalities and VTrans first with a secondary priority of serving nonprofit and interest groups. These are projects and planning activities that can realistically be implemented within a few years.

Included are the following activities:

1. identify local issues that relate to scoping analysis, and conduct feasibility and location studies.
2. facilitate public participation during scoping analysis and the project development process, and participate in public meetings.
3. assist and review transportation projects that can be funded outside the statewide prioritization system, such as Transportation Alternatives, Bicycle and Pedestrian, and other locally or regionally managed projects.
4. prioritize VTrans projects and evaluate conformance with the Regional Plan; implement the new VPSP2 project prioritization process as directed by VTrans and adapt CVRPC's regional process as needed.
5. provide outreach, assistance, and coordination for accelerated and high impact projects,

participate in meetings, and provide assistance to municipalities as needed.

6. provide outreach to identify road diet projects and coordinate municipal education and participation.
7. provide input into the new VPSP2 project prioritization process.
8. provide input on draft New Project Summaries and provide regional and local context and supplemental plans.

Personnel: Executive Director, Senior Planners, Planners, Assistant Planner, Consultant/Contract staff as needed

Products: Regional project prioritization list and map; scoping and feasibility studies as applicable; New Project Summaries input; Project assistance as applicable.

TASK 6. OTHER PLANNING ACTIVITIES

A. Transportation System Resiliency Planning.

VTrans developed the Transportation Flood Resilience Planning Tool (TRPT), a web-based application designed to help integrate climate risk and transportation resiliency into State and local planning processes and ultimately create a more resilient transportation network. Phase 3 of the TRPT will expand the TRPT statewide. The State's consultant team will be responsible for completing all analyses. Regional Planning Commissioners (RPCs) will review and provide feedback as the work proceeds. Specific CVRPC actions include:

- Attend kick-off & orientation meeting.
- Review damage data maps provided by consultants.
- Suggest revisions to river process and failure mode as needed.
- Add local damage data as available and provide river process and failure mode.
- Review river-road relief, structure-road relief, and mass failure variables.
- Review and provide feedback on local roadway importance data.
- Review Vulnerability, Criticality, and Risk data in map by consultants and then participate in a one-day QA/QC field trip with consultant.
- Perform a review and offer comments when the final draft of the results is uploaded to the TRPT.
- Act as statewide lead for 10 sister regional planning commissions, coordinating with VTrans on behalf of RPCs and sub-granting funds to RPCs to fulfill the scope of work.

Personnel: Executive Director, Senior Planner I, Planner 2

Products: 10 RPC sub-grant agreements. Review of statewide coverage for TRPT by 11 RPCs.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

FFY 2021 Transportation Planning Initiative - July 2021

Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$22,428
Task 2	Public Participation and Coordination	\$30,967
Task 3	Long Range Transportation Planning	\$14,375
Task 4	Short Range Transportation Planning	\$150,959
Task 5	Project Development Planning	\$14,420
Task 6	Other Planning Activities	\$60,000
Total		\$293,149

Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY21	Total Hours	Total Cost
Executive Director	\$60.76	327	\$19,869
Senior Planner (GIS)	\$43.89	189	\$8,277
Senior Planner (LU)	\$38.33	120	\$4,600
Senior Planner (Trans)	\$39.59	665	\$26,320
Planner (GIS)	\$37.64	973	\$36,618
Planner (EM)	\$30.54	76	\$2,321
Assistant Planner	\$25.28	33	\$841
Office Manager	\$35.34	71	\$2,509
Planning Technician I	\$20.15	270	\$5,430
Planning Technician II	\$13.99	124	\$1,735
Planning Technician III	\$19.38	70	\$1,357
Total		2,917	\$109,876

Indirect Costs	106.97%		
RPC Staff Position	of Hourly Rate	Total Hours	Total Cost
Executive Director	\$64.99	327	\$21,253
Senior Planner (GIS)	\$46.95	189	\$8,854
Senior Planner (LU)	\$41.00	120	\$4,920
Senior Planner (Trans)	\$42.35	665	\$28,154
Planner (GIS)	\$40.26	973	\$39,171
Planner (EM)	\$32.67	76	\$2,483
Assistant Planner	\$27.04	33	\$899
Office Manager	\$37.80	71	\$2,684
Planning Technician I	\$21.55	270	\$5,809
Planning Technician II	\$14.97	124	\$1,856
Planning Technician III	\$20.73	70	\$1,451
Total		2,917	\$117,534

Direct Costs	Total Cost
Contract	\$60,509
Travel	\$3,000
Supplies	\$400
Data/Ref	\$0
Postage	\$800
Phone	\$0
Copy/Print	\$0
Meetings	\$1,029
Equipment	\$0

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

FFY 2021 Transportation Planning Initiative - July 2021

Total	\$65,738
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Fund Allocation			
Task	Task Description	CVRPC Share¹	VTrans Share²
Task 1	Program Administration	\$2,243	\$20,185
Task 2	Public Participation and Coordination	\$3,097	\$27,870
Task 3	Long Range Transportation Planning	\$1,437	\$12,937
Task 4	Short Range Transportation Planning	\$15,096	\$135,863
Task 5	Project Development Planning	\$1,442	\$12,978
Task 6	Other Planning Activities	\$0	\$60,000
Subtotal by Share		\$23,315	\$269,834
Agreement Total			\$293,149

Notes:

¹ CVRPC share comes from annual appropriations from the Vermont Agency of Commerce and Community Development (Municipal & Regional Planning Fund) and CVRPC's member municipalities.

² VTrans share comes from federal transportation funds provided by the U.S. Department of Transportation Federal Highway Administration and state transportation funds appropriated by the Vermont Legislature.



MEMO

Date: September 3, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Office updates

HIRING

Community Development Planner - AmeriCorps VISTA

Gavin Bodnar of North Branch, Michigan is serving as CVRPC's VISTA member for FY22. Gavin started service on August 30th. He will serve 20 hours per week for CVRPC and 20 hours for THRIVE. CVRPC agreed to provide supervisory oversight for Gavin as part of its THRIVE contribution.

Bookkeeper/Finance Manager

Dana Hock of Montpelier, Vermont was hired as CVRPC's new Bookkeeper. Dana's first day is September 7th. For September, she will cross-train with The Ijaz Group before assuming full responsibility for CVRPC's bookkeeping in October. The Ijaz Group will be responsible for seeing the FY21 audit to its conclusion.

CVRPC plans to continue using ADP for payroll services through 12/31/21. The Ijaz Group will be providing access to the ADP platform without charge. I am waiting for a proposal regarding use of other technologies we currently have access to through The Ijaz Group, including:

- QuickBooks – accounting software
- QuickBooks Time - timesheet software
- Bill.com – processing and payment of bills

Assistant Planner/Planner/Senior Planner

CVRPC first set of candidates did not result in a hire. The workforce marketplace is moving fast. Several candidates notified CVRPC that they had accepted other positions prior to or during the interview process.

Currently, staff is scheduling interview with a second candidate pool. Unlike the first pool, which was almost exclusively Assistant Planners, the second pool is exclusively Senior Planners.

OFFICE CONSTRUCTION

Construction activities are nearly complete. The kitchen was installed last week. Floor installation is scheduled for September 8-10. Nancy and Bonnie will meet with the contractor on September 13 to identify punch list items. Construction is expected to be completed by September 15.

Staff is finalizing an office layout for CVRPC-funded space improvements (Phase 2) so that staff can obtain bids. The recommendation for financing the improvements is expected to be via CVRPC's reserve fund with costs amortized via the indirect rate over the 10-year lease life of the lease as a leaseholder capital improvement.

CONTRACT UPDATE

At its July meeting, the Executive Committee authorized signature of Watershed Consulting Associates, LLC – Stormwater Services Master Agreement, Addendum 2, Amendment 1, Moretown Elementary School & Town Offices Stormwater Mitigation Final Design. The amendment was a no-cost amendment that provided additional time for project redesign to respond to a Selectboard member's request.

Subsequent to the Committee's authorization of the amendment, the Selectboard elected to stay with the original design, and the original agreement was not modified.



MEMO

Date: August 31, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: CVRPC COVID-19 Policy

☒ **ACTION REQUESTED:** Staff is requesting that the Executive Committee and Board provide direction as to how staff should address situations in which individuals refuse to comply with CVRPC's COVID-19 safety policy.

Part of CVRPC's current COVID-19 policy is to require facial coverings at CVRPC-sponsored meetings. This requirement is included on all meeting agendas with the meeting's physical location. For the August Clean Water Advisory Committee meeting, two committee members arrived without facial coverings. Staff informed the individuals that the Commission required facial coverings for in-person attendance and requested that comply. One member opted to comply with the requirement, and one refused. The member did not indicate they could not wear a face covering, but rather that they chose not to. Staff requested the person maintain physical distancing, which the person agreed to do. Staff is requesting that the Executive Committee and Board provide direction as to how staff should address these situations.

Current Federal and State Guidance

The most current CDC guidance can be accessed at the following link: [Interim Public Health Recommendations for Fully Vaccinated People | CDC](#).

The CDC updated its guidance as of July 27, 2021 to recommend fully vaccinated people wear a mask in public indoor settings in areas of [substantial or high transmission](#). The CDC defines an individual as "fully vaccinated" two weeks after receiving a second dose of a two-dose vaccine, or two weeks after the single-dose Johnson & Johnson vaccine. Washington and Orange Counties remain high transmission areas. The Vermont Department of Financial Regulation [COVID modeling for August 31st](#) shows that even though Vermont's vaccination rate is very high and improving, case numbers have been rising. Washington County saw a sharp uptick in cases.

As of June 14, 2021, Governor Scott authorized the move to Step 4 of the Vermont Forward Plan, lifting business, gathering, and travel related restrictions. All business restrictions and requirements were lifted. Employers and employees seeking operational recommendations were directed to reference the Vermont Department of Health website and the Department of Labor's VOSHA Memo on workplace safety. VOSHA is the Vermont Occupational Safety and Health Administration.

The Department of Health currently recommends wearing a mask in public indoor settings because a significant portion of the population remains unvaccinated and the more transmissible Delta variant is spreading.

VOSHA guidance applies to both private sector employers and public sector employers for both indoor and outdoor worksites. Employers are not required to adopt CDC guidance and may choose to require masking for employees and/or customers should they choose. Employers may choose to be more restrictive in their workplaces by maintaining current protective policies for employees, customers, and any other member of the public who is at the worksite.

The Vermont Department of Labor has stated that COVID-19 remains a workplace injury if it is determined the worker contracted the virus at the workplace. To that end, employers may choose to, but are not required to, maintain some or all the recommendations identified by the Department of Labor or components of the State's Universal Guidance to mitigate the risk of employees contracting the virus

Open Meeting Law

When the Governor lifted the State of Emergency, all temporary legislation passed in response to the COVID-19 crisis expired, and the State's universal guidance was no longer in effect. Public bodies must comply with regular provisions of Open Meeting Law. This includes providing a staffed physical location where members of the public may attend and participate in public meetings. This requirement means CVRPC employees do are required to participate in-person for CVRPC-sponsored meetings related to their work responsibilities.

CVRPC COVID-19 Policy

Currently, the office remains closed. The plan for resuming normal operations has been updated to reflect continued office closure and current COVID-19 case trends.

Through September 17th, maintain a closed office due to construction activities and hold hybrid meetings for meetings subject to Open Meeting Law.

- Staff continues to work remotely except in specific circumstances. The Executive Director and Office Manager work in the office as needed to retrieve mail, sign documents, scan bills to the accountant, etc. The Bookkeeper has requested to work in-office with the Executive Director during her start-up phase to facilitate employment transition. CVRPC's VISTA member has requested to uses the office 2-3 days per week due to a slow internet connection and to

promote productivity. Other staff may use the office on a limited basis as necessary, such as for IT activities that must be completed in the office or in conjunction with field services.

- Wearing facial coverings/masks is required when working in the CVRPC office. To the extent possible, staff also work in separate offices and maintain a 6-foot physical distance. Staff requested this accommodation because several have family members who are not yet eligible to receive vaccinations or who are immunocompromised. All staff and the VISTA member have stated they are vaccinated.
- With the exception of site visits, all meetings are held as hybrid meetings. Meeting participants are encouraged to participate virtually.
- Staff are encouraged to participate in outside meetings virtually. In-person attendance is permitted when necessary. Staff is required to wear masks and requested to maintain physical distance when possible.
- Staff continues to disinfect frequently touched surfaces in the office. CVRPC provides necessary supplies for continued good hygiene practices.

Beginning September 20th, office reopening remains in flux. It depends on when construction activities funded by CVRPC can occur. We will make decisions about resuming in-person operations once that schedule is defined, and depending on COVID-19 guidance and recommendations. Many organizations and businesses that intended to resume in-person operations in September and October are choosing to keep employees operating remotely when possible.

Legal Consultation

At the Chair's request, staff consulted with CVRPC's attorney regarding the organization's rights and responsibilities. The attorney confirmed that CVRPC can require facial coverings for employees and individuals attending meetings, particularly if CVRPC offers an alternative method for people to participate in the meeting. For individuals who cannot wear face coverings, wearing a face shield or participating remotely is sufficient. Equal access is necessary; equal can mean participating remotely, participating in another room, or having CVRPC staff participate remotely.

CVRPC is not required to adopt a formal policy. The Executive Director can institute practices and policies that maintain workplace safety. CVRPC's actions are in alignment with VOHSA, which aligned its policies to CDC recommendations.

The attorney advised CVRPC be cognizant that employees have expressed a safety issue in relationship to the use of facial coverings.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
MINUTES
July 6, 2021 Meeting

Present:

☒ Marcella Dent
☒ Lee Cattaneo
☒ Gerry D'Amico

☒ Laura Hill-Eubanks
☒ Steve Lotspeich

☒ Michael Gray
☒ Janet Shatney

Staff: Bonnie Waninger, Nancy Chartrand, Christian Meyer

Guests: Lisa Liotta, Central Vermont Solid Waste Management District; Ahsan Ijaz and Enrique Gonzalez, The Ijaz Group

Call to Order

Chair Lotspeich called the meeting to order at 4:02 pm and asked the Committee and introduce themselves.

Adjustments to the Agenda

None

Public Comment

None

Financial Report

E. Gonzales provided a summary of financials as of May 31, 2021. Discussion ensued regarding compensatory time for Waninger. A. Ijaz advised that CVRPC Personnel Policy state that comp time be paid out at the end of June. It was confirmed that funds are available for this payout and compensatory time payout estimates are included in the budget. It also was confirmed that vacation accrual is paid out when an employee leaves the organization. Waninger advised she will be taking a vacation in July. D'Amico thanked Waninger on behalf of the Commission for all the work she has put in, especially during this pandemic year. Hill-Eubanks asked about the new Land Use Planner. Waninger advised second interviews are scheduled for July 7th. It is anticipated that an offer will be made by the end of the month following reference checks.

G. D'Amico moved to accept the financial reports as of May 31, 2021; L. Hill-Eubanks seconded. Motion carried.

FFY22 Transportation Planning Initiative Work Plan and Budget

Chair Lotspeich advised that the Transportation Advisory Committee (TAC) had approved the budget at its last meeting. Meyer provided an overview of the Transportation Planning Initiative and the tasks associated with the work program. CVRPC's contracted amount for FFY22 is \$238,999, an increase over FFY21. He noted that TAC reviewed the current work program and added comments for Executive

1 Committee review. Consultant studies were discussed by TAC. Lotspeich asked Meyer to speak to
2 whether there were funds in the budget for consultant work. Meyer advised that FFY21 budget
3 provided funds for a consultant study in Northfield, which will start this fiscal year and continue into
4 next year. Consultant studies are budgeted annually when funds are available. Cattaneo asked whether
5 the work plan was changed as a result of the TAC discussion. Meyer advised no major changes were
6 made. The TAC minutes documented the discussion to ensure that due consideration be paid to the
7 build out of the infrastructure needed to support the electrification of the transportation network.
8

9 *L. Cattaneo moved to approve the CVRPC FFY22 work plan and budget for submission to VTrans; M. Gray*
10 *seconded. Waninger requested the Committee also authorize the Executive Director to sign the*
11 *agreement as noted in the memo; Cattaneo amended the motion to read: "to approve the CVRPC FFY22*
12 *Transportation Planning Initiative work program and budget for submission to VTrans and to authorize*
13 *the Executive Director to sign the agreement"; Gray accepted the amended motion. Motion carried.*
14

15 Lotspeich thanked Meyer for his participation.
16

17 **Contract/Agreement Authorization**

18 Cross Vermont Trails Association – Administrative Services Amendment 2 – Waninger provided an
19 overview of this agreement, which provides office space and payroll services. This is a one-year
20 extension of the previous contract.
21

22 *L. Hill-Eubanks moved to authorize the Executive Director sign the agreement amendment with Cross*
23 *Vermont Trails Association; M. Dent seconded. Motion carried.*
24

25 Department of Environmental Conservation – Plainfield Gully Stormwater Construction - Waninger
26 reported that this is a construction project. Staff met with DEC's project and program managers and
27 finance staff. All parties agreed to a deliverable-based payment schedule so that CVRPC has 80-90% of
28 the cash in hand before it has to pay the contractor's first invoice.
29

30 *J. Shatney moved to authorize the Executive Director sign the agreement; G. D'Amico seconded. Motion*
31 *carried.*
32

33 Northwest Regional Planning Commission – Municipal Grants in Aid FY21 Amendment 1 - Waninger
34 noted this is an equipment grant to help municipalities comply with water quality requirements. A town
35 on the waiting list for equipment was awarded funds. The amendment adds funds for CVRPC to assist
36 the municipality. Discussion ensued on the GIA program in general and the current Northfield Trails
37 project.
38

39 *M. Gray moved to authorize the Executive Director sign the amended agreement for Municipal Grants in*
40 *Aid; J. Shatney seconded. Motion carried.*
41

42 Watershed Consulting Associates, LLC – Stormwater Services Master Agreement, Addendum 2,
43 Amendment 1, Moretown Elementary School & Town Offices Stormwater Mitigation Final Design -
44 Waninger provided an overview of the Master Agreement, which requires amendment when a new site

1 is identified. An addendum authorize work in Moretown. We are currently amending that addendum to
2 respond to a Selectboard member's request to alter the design. This is a no-cost amendment that
3 provides additional time for project redesign.

4
5 *L. Hill-Eubanks moved to authorize the Executive Director sign the contract addendum amendment for*
6 *Watershed Consulting Associates LLC; L. Cattaneo seconded. Motion carried.*

7
8 Ijaz and Associates – Accounting Services Amendment #1 - Waninger advised this is a no cost extension.
9 Originally Ijaz was to perform through July. A new Bookkeeper is anticipated to begin in August. The
10 amendment is through September to allow for closure of FY21, and preparation for and participation in
11 the audit the end of September. It may be further amended for cross-training with a new bookkeeper.

12
13 It was confirmed that payroll services are included in the contract. There was discussion as to whether
14 we would continue with current contractor if a bookkeeper hire does not work out. Waninger advised
15 CVRPC would probably continue for a period of time, but CVRPC would ultimately go out to bid for a
16 new contracted accountant.

17
18 *M. Gray moved to authorize the Executive Director sign the contract amendment with The Ijaz Group; G.*
19 *D'Amico seconded. Motion carried.*

20
21 Dubois & King – Master Agreement for Transportation Planning and Engineering Services Amendment 1
22 - Waninger advised the original Request For Proposal allowed an extension of the agreement. Staff is
23 requesting to extend the agreement for the forthcoming Northfield project.

24
25 *J. D'Amico moved to authorize the Executive Director sign the contract amendment; J. Shatney seconded.*
26 *Motion carried.*

27
28 Lotspeich confirmed the other contracts in the packet were informational only and do not require
29 action. D'Amico asked if Meyer was aware of the local controversy regarding the Northfield Town
30 Forest Access. Meyer confirmed he was and additional discussion ensued regarding that controversy.

31 32 **Bylaw Work Group Update**

33 Lotspeich advised they continue to meet on a biweekly basis and are making good progress. He expects
34 a draft with tracked changes will be ready for the Executive Committee's review in a couple of months.

35 36 **Office Updates**

37 Waninger provided an overview of the information in the packet. She is not confident we will be able to
38 find a VISTA member as there is not a strong candidate pool. She is finalizing reference checks for
39 Bookkeeper/Finance position.

40
41 It was confirmed that the landlord is moving forward with construction to increase the size of
42 conference room. A lease has been drafted. Staff is preparing the office for a construction start of July
43 12th. A second phase of construction is CVRPC's investment and would create a new finance office,
44 move the reception area, and potentially make minor changes to the GIS office space. A request for

contractor bids will be generated with options finalized and outlined. Waninger noted that the packet includes information about how construction may be financed, and staff's preliminary recommendation. She expects to provide a better defined plan in August for the Committee to review.

Job Description Adoption

Waninger advised the Executive Committee is responsible for authorizing the number of positions and amending the Personnel Policy. She noted that Legislature provided funding to RPCs for energy plan implementation. CVRPC would need to add staff for this. This involves a risk as the funding is only legislatively approved year by year for this 3-year position.

G. D'Amico moved to authorize a new position at CVRPC and adopt the job description as part of CVRPC's Personnel Policy Manual; M. Gray seconded. Motion carried.

D'Amico advised he needed to leave the meeting at 5:31 pm.

Meeting Minutes

L. Hill-Eubanks moved to approve the minutes of June 1, 2021; J. Shatney seconded. Cattaneo inquired if he could vote since he wasn't on the Committee at that time. It was confirmed he could as long as he had read them and agreed with them. It was confirmed that under Roberts Rules of Order abstentions are considered no's, but recorded as an abstention, and would only impact in the event of a tie. Motion carried with L. Cattaneo abstaining.

Commission Meeting Agenda

Waninger confirmed Jamie Stewart of CVEDC, and CVFiber have both confirmed their participation. ECFiber has not yet confirmed its; Waninger anticipates they will not attend. It was noted times on the agenda need some adjusting. The Resolution item should be listed as 7:45 not 7:55. There was question if there would be an August Board meeting. Waninger recommend it be cancelled unless there is a municipal plan approval.

M. Gray moved to approve the Board of Commissioners agenda for July 13th; L. Cattaneo seconded. Motion carried.

Adjourn

L. Cattaneo moved to adjourn at 5:44 pm; J. Shatney seconded. Motion carried.

Respectfully submitted,

Nancy Chartrand
Office Manager



BOARD OF COMMISSIONERS

September 14, 2021 at 6:30 pm

Remote Participation via Zoom¹

<https://us02web.zoom.us/j/81136818419?pwd=dDFDbDhrTm56TUNQUlp3WEorYzRZZz09>

One tap mobile: +19294362866,,81136818419#,,,,*722490# US (New York)

Dial in via phone: 1-929-436-2866 • Meeting ID: 811 3681 8419 • Passcode: 722490

Find your local number: <https://us02web.zoom.us/j/81136818419?pwd=dDFDbDhrTm56TUNQUlp3WEorYzRZZz09>

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

Physical Location

Central VT Chamber of Commerce Conference Room, 963 Paine Turnpike North, Berlin

Facial coverings are required for in-person participation.

Page **AGENDA**

6:30² Adjustments to the Agenda

Public Comments

6:35 West Central Vermont Comprehensive Economic Development Strategy (CEDS)

Provide input into the CEDS via a brief presentation and using breakout rooms.

7:45 FY22 Work Plan and Budget, Bonnie Waninger (enclosed)

Presentation and questions.

8:05 CVRPC COVID-19 Policy (enclosed)

Discussion.

8:20 Reports (enclosed)

Updates and questions.

8:30 Adjourn

Next Meeting: October 12, 2021

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 Times are approximate unless otherwise advertised.