



EXECUTIVE COMMITTEE

Monday, December 13, 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:

CVRPC Office, 29 Main Street, Suite 4, Montpelier, VT

Facial coverings are required for in-person participation.

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

Page **AGENDA**

4:00² Adjustments to the Agenda
Public Comment

3 **4:05 FY21 Audit Presentation, Bonnie Batchelder, Batchelder Associates**
(enclosed)³

28 **4:30 Financial Report** (enclosed)³

41 **4:40 Investment and Deposit Risk Policy Update** (enclosed)³

49 **4:50 Contract/Agreement Authorization** (enclosed)³

73 **5:00 Personnel Policy Change** (enclosed)³

74 **5:05 Justice Equity Diversity and Inclusion** (enclosed)

81 **5:35 FY23 Nominating Committee** (enclosed)

83 **5:45 Bylaw Update - Introduction** (enclosed)

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.

Page **AGENDA**

112 **6:00 Meeting Minutes – November 1, 2021 (enclosed)³**
 6:05 Board Meeting Physical Location
 6:20 Adjourn

Next Meeting: January 3, 2022

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS
JUNE 30, 2021

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
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INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the Central Vermont Regional Planning Commission ("Commission"), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Commission as of June 30, 2021, and the respective changes in financial position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America

Other Matters – Required Supplemental Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 3 through 7, be presented to supplement basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of

Central Vermont Regional Planning Commission
Page 2

financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the

information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Matters – Other Information

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

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

Other Reporting Required by "Government Auditing Standards"

In accordance with Government Auditing Standards, we have also issued our report dated October 29, 2021 on our consideration of the Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Commission's internal control over financial reporting and compliance.

Batchelder Associates, PC

Batchelder Associates, PC
Barre, Vermont VT
License #945
October 29, 2021

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
MANAGEMENT AND DISCUSSION ANALYSIS
JUNE 30, 2021

Introduction

This section explains the general financial condition and results of operations of the Central Vermont Regional Planning Commission (Commission) for the fiscal year ended June 30, 2021. Please read this in conjunction with the Commission's financial statements, which begin on page 8.

Central Vermont Regional Planning Commission

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

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

Financial Highlights

Key financial highlights for 2021 are as follows:

- The Commission's total net position increased by \$63,574 in 2021 compared to an increase of \$165,094 in 2020.

Using These Financial Statements

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

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

Budget

The Commission builds its annual budget on diverse sources of funding. Transportation funding is primarily federal (80%), from Federal Highways Administration funds, so it is dependent on the Federal Transportation Bill for appropriations of planning funds. The Commission receives 10% of matching fund for the majority of the federal transportation funds from the state, making it dependent on the actions of the Vermont legislature. The Commission receives dues from its member municipalities that in year ended June 30, 2021 totaled \$79,875 as unrestricted revenue used to locally match projects and support basic operations. Locally specific projects are matched by the community (typically 20% matches); local match is generated by the local property tax.

The State of Vermont provides regional planning funding through an annual performance-based contract through the Agency of Commerce and Community Development (ACCD). These funds were \$267,580 for year ended June 30, 2021. With these funds, the Commission carries out statutory duties as specified in an annual work program approved by the Commission and ACCD. These funds are used as a match for local and regional projects.

Budget (continued)

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

Operating Results

The Commission finished the year ended June 30, 2021 with a surplus change in net position of \$63,574. These results are shown on the statement of Revenues, Expenses and Changes in Net Position on page 9.

Each year the indirect rate is estimated and negotiated based on the most recent audited expenses. This indirect rate is used to charge contracts two fiscal years following the current year's negotiated rate. For example, the fiscal year 2021 indirect rate will be used in charging grants and contracts during fiscal year 2023. There will always be some variance between the estimated and actual expenses, of which can be used to influence the indirect rate in future years, assuming fluctuation base is known at the time of rate negotiation.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
MANAGEMENT AND DISCUSSION ANALYSIS
JUNE 30, 2021

Condensed Financial Information – Net Position

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the Commission, assets exceed liabilities by \$517,982 at the close of the most recent fiscal year.

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

The remaining balance of unrestricted net assets of \$505,955 may be used to meet the Commission's ongoing obligations to citizens and creditors. At the end of the current fiscal year, the Commission is able to report a positive net position balance for the entity as a whole.

	2021	2020
Current assets		
Cash and cash equivalents	\$ 352,519	\$ 266,930
Accounts receivable	240,493	294,685
Prepaid expenses	19,765	14,378
Total current assets	<u>612,777</u>	<u>575,993</u>
Noncurrent assets		
Deposits	4,415	4,415
Property, plant and equipment	12,027	10,520
Total noncurrent assets	<u>16,442</u>	<u>14,935</u>
Total assets	<u>629,219</u>	<u>590,928</u>
Current liabilities		
Accounts payables	26,331	27,684
Accrued payroll and benefits	25,943	33,669
Deferred income	1,685	16,355
Accrued compensated balances	52,415	49,233
Pension liability	4,863	9,578
Total current liabilities	<u>111,237</u>	<u>136,519</u>
Net Position		
Invested in capital assets, net of debt	12,027	10,520
Unrestricted	505,955	443,889
Total net position	<u>\$ 517,982</u>	<u>\$ 454,409</u>

Condensed Financial Information - Revenues, Expenses and Changes in Net Position for the years ended June 30, 2021 and 2020 are as follows:

	2021	2020
Operating revenue	\$ 1,016,896	\$ 1,455,550
Operating expenses	952,372	1,290,960
Operating income	64,524	164,590
Nonoperating revenue/(Expenses)		
Investment income	320	504
Bad Debts	(1,270)	
Nonoperating income/(Loss)	(950)	504
Change in Net Position	63,574	165,094
Net Position July 1, 2020	454,408	289,314
Net Position - June 30, 2021	\$ 517,982	\$ 454,408

Budgeting Highlights

The Commission's budget is prepared according to the requirements of the Commission's bylaws and policies. The operating budget, included proposed expenditures and estimated revenues. Final revenues and other financing sources, in the amount of \$1,016,897 were less than originally budgeted revenues by the amount of \$113,650.

Operating expenditures were budgeted at \$1,075,075 while actual operating expenditures were only \$952,372, a decrease of \$122,703. Overall operating budget showed a favorable increase of \$55,471 while the actual results were favorable by \$64,524.

Current Issues

1. Central Vermont Regional Planning Commission works with local officials to keep the annual per capita dues at a fair, but equitable level. The dues received in fiscal year 2021 totaled \$79,875.
2. Regional commissions are also affected by grant funding that is either non-existent in some years or very minimal in others. Some grant sources will not pay their fair share of administrative costs and as a result, the Commission has to use its local dues, State appropriations and/or its fund balance to meet this need. It should be recognized that there is limited money available to be used as "local" match for grants.
3. Increasingly, state, and federal grants have moved to performance-based contracting. For these types of agreements, payments are made when deliverables are produced, not in regular installments based on reimbursement of actual costs. These types of grants mean the Commission has to advance larger amounts of funds for longer periods of time, typically 3-6 months.
4. This has resulted in a greater need to build and maintain an adequate reserve fund to facilitate cash flow, especially when consultant expenses are involved.

Contacting the Commission's Financial Management

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

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF NET POSITION
JUNE 30, 2021

EXHIBIT A

ASSETS

Current Assets:

Cash and cash equivalents	\$ 352,519
Receivables	240,493
Prepaid expenses	19,765
Total Current Assets	<u>612,777</u>

Noncurrent Assets:

Deposits	4,415
Property, plant and equipment (net of accumulated depreciation)	12,027
Total Noncurrent Assets	<u>16,442</u>

Total Assets	<u>629,219</u>
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LIABILITIES

Current Liabilities:

Accounts payable	26,331
Accrued payroll and benefits	25,943
Accrued compensated balances	52,415
Pension Liability	4,863
Total Current Liabilities	<u>109,552</u>

Deferred Inflows:

Deferred income	1,685
Total Deferred Inflows	<u>1,685</u>

Total Liabilities	<u>111,237</u>
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NET POSITION

Net investment in property and equipment	12,027
Unrestricted	505,955
Total Net Position	<u>\$ 517,982</u>

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2021

EXHIBIT B

OPERATING REVENUE

Federal, state and other grants	\$ 917,148
Fees for services	13,521
Local communities - annual assessments	79,875
Other income	6,352
Total Operating Revenue	<u>1,016,896</u>

OPERATING EXPENSES

Salaries and wages	460,037
Payroll taxes and benefits	154,115
Consultants and contract services	230,769
Rent and occupancy	44,463
Other operating expenses	57,749
Depreciation	5,239
Total Operating Expenses	<u>952,372</u>

OPERATING REVENUE (EXPENSES)

64,524

NONOPERATING REVENUE (EXPENSES)

Investment income	320
Bad Debts	(1,270)
Total Nonoperating Revenue (Expenses)	<u>(950)</u>

CHANGE IN NET POSITION

63,574

NET POSITION - JULY 1, 2020

454,408

NET POSITION - JUNE 30, 2021

\$ 517,982

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2021

EXHIBIT C

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from operating activity	\$ 1,056,418
Cash paid for personnel	(623,411)
Cash paid for goods and services	(340,991)
Net Cash provided by Operating Activities	<u>92,016</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	<u>-</u>
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES	
Purchase of capital assets	(6,747)
Net Cash Flow from Capital & Related Financing Activities	<u>(6,747)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest received	320
Net Cash Provided From Investing Activities	<u>320</u>
INCREASE IN CASH AND CASH EQUIVALENTS	85,589
CASH AND CASH EQUIVALENTS, JULY 1, 2020	<u>266,930</u>
CASH AND CASH EQUIVALENTS, JUNE 30, 2021	<u>\$ 352,519</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH USED BY OPERATING ACTIVITIES	
Operating Income	64,524
Depreciation	5,239
Bad Debt	(1,270)
(Increase) decrease in accounts receivable	54,192
(Increase) decrease in prepaid expenses	(5,387)
Increase (decrease) in accounts payable	(1,353)
Increase (decrease) in compensated balances	3,182
Increase (decrease) in accrued payroll	(7,726)
Increase (decrease) in pension liability	(4,715)
Increase (decrease) in deferred income	<u>(14,670)</u>
Net cash provided by operating activities	<u>\$ 92,016</u>

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 1. Description of the Commission and Reporting Entity

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

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

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

NOTE 2. Summary of Significant Accounting Policies

The Financial Reporting Entity

This report includes all the funds of the Commission. The reporting entity consists of the primary government; organizations for which the primary government is financially accountable; and other organizations for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. The primary government is financially accountable if it appoints a voting majority of the organization's governing body and is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or burdens on the primary government. The primary government may be financially accountable if an organization is fiscally dependent on the primary government. The Commission currently acts as fiscal agent for the Local Emergency Planning Committee #5 (LEPC5). The City of Barre was the LEPC's previous fiscal agent and holds LEPC funds. The LEPC5's funds are included in the Commission's Financial Statements. There are no other entities that should be combined with the Financial Statements of the Commission.

Basis of Presentation

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

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

Measurement Focus

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

Basis of Accounting

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

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 2. Summary of Significant Accounting Policies (continued)

Basis of Accounting (Continued)

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

Changes in accounting principles

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

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

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

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

Donated Services

Central Vermont Regional Planning Commission receives non-cash contributions in the form of member communities and other organizations performing various planning tasks to assist the Commission. These in-kind contributions are used as match for grants at an estimated hourly rate or the actual billing rate, if available. These contributions may not reflect 100% of in-kind contributions in the financial statements of the Commission.

Use of Estimates

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

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 2. Summary of Significant Accounting Policies (continued)

Cash and Cash Equivalents

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

Capital Assets

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

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

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

Compensated Absences

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

Budget and Budgetary Accounting

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

Deferred Outflows/Inflows of Resources

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

Accrued Liabilities and Long-term Obligations

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

Net Position

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

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 2. Summary of Significant Accounting Policies (continued)

Net Position (continued)

acquisition, construction, or improvement of those assets.

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

Indirect Cost Rate

The indirect rate calculated, revised, and approved for this fiscal year was 115.13%. The rate was found to be reasonably stated, based on the June 30, 2020, fiscal year audit and in compliance with the financial agreement with the state and federal rule 2 CFR PART 225 (OMB CIRCULAR A-87). The rate was adjusted from the original indirect rate to 98% from March 1, 2021, through June 30, 2021 to avoid over recovery of indirect cost since it was projected that the administration costs would decrease for the last four months of FY21.

NOTE 3. Cash

Deposits and investments are categorized to give an indication of the level of risk assumed by the Commission at June 30, 2021. The categories are described as follows:

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

As of June 30, 2021, all the Commission's deposits are Category 1.

Cash and Investments are as follows:

Deposits with Financial Institutions	\$ 352,519
Total Cash	<u>\$ 352,519</u>

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 3. Cash (Continued)**Custodial Credit Risk – Deposits**

Custodial credit risk is the risk that in the event of a bank failure, the Commission's deposits may not be returned to it. The Commission does have a deposit policy for custodial credit risk. As of June 30, 2021, none of the government bank balances were exposed to custodial credit risk.

	Book Balance	Bank Balance
FDIC Insured	\$ 352,519	\$ 352,527
Total	\$ 352,519	\$ 352,527

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

NOTE 4. Advertising

The Commission expenses advertising costs as they are incurred. Advertising costs for the year ended June 30, 2021, were \$3,067.

NOTE 5. Receivables

Receivables consist of amounts due from grants, contracts, and other items. The Commission uses the allowance method for uncollectible receivables. Management has reviewed the accounts and determined that an allowance for doubtful accounts of \$0 is appropriate at June 30, 2021. Receivables from grants and contracts are below, which are a portion of total receivables.

	2021
Grants and Contracts	\$ 240,493
Total	\$ 240,493

NOTE 6. Capital Assets

Capital asset activity for the fiscal year ended June 30, 2021 was as follows:

	Net Book Value June 30, 2020	Additions	Deductions	Net Book Value June 30, 2021
Computers and equipment				
Net of depreciation	\$ 10,520	\$ 6,747	\$ (5,240)	\$ 12,027
Capital Assets - Net	\$ 10,520	\$ 6,747	\$ (5,240)	\$ 12,027

NOTE 7. Unearned Grant Revenue

For the year ended June 30, 2021, the Commission had received from grantors funds that had not yet been spent for their intended purpose, a total of \$1,685, which is shown in the Statement of Net Position as unearned grant revenue.

NOTE 8. Pension Plans

The Commission established a Simplified Employee Pension under which up to 5% of salary or wages is contributed quarterly to individual retirement accounts for each employee. The Plan was established on July 13, 1993 and covers all full-time employees with one (1) year of employment with the Commission. The plan was funded at 5% for the fiscal year ended June 30, 2021 and contributions totaled \$22,151. The Commission's total payroll for fiscal year ended June 30, 2021, was \$460,037 of which \$377,207 was covered by the pension plan.

NOTE 9. Operating Lease

The Commission entered a five-year lease for office space starting October 1, 2000, which has been extended in five-year increments until September 30, 2020, and then renewed for an additional year from October 2020 through September 2021. The Commission expended \$42,384 under this lease during the fiscal year ended June 30, 2021. The Commission entered into a new ten-year lease agreement effective October 2021 with annual future minimum lease payments of \$42,384 during the first five years and annual future minimum lease payments of \$43,709 for the second half of the lease term.

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

NOTE 10. Federal State and Other Grants

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

Direct Federal Grants	\$ -
Federal Grants Passed Through State and State Grants	
ACCD	267,580
Community Development	35,762
Natural Resources	116,796
Public Safety	175,755
Agency of Transportation	244,903
	<hr/> 840,796 <hr/>
Other:	
Municipal Contracts	76,352
	<hr/> \$ 917,148 <hr/>

NOTE 11. Risk Management and Insurance

The Commission participates in state and federally assisted grant programs which are subject to program compliance audits by the grantors or their representatives. The audits of these programs for or including the year ended June 30, 2021, have not yet been completed. Accordingly, the Commission's compliance with applicable grant requirements will be established at some future date. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the Commission expects such amounts, if any to be immaterial.

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

NOTE 12. Line of Credit

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

NOTE 13. Significant Uncertainties

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

NOTE 14. Subsequent Events

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

Management has evaluated subsequent events through October 29, 2021, the date the June 30, 2021 financial statements were available for issuance. There are no subsequent events to report.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF OPERATIONS
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2021

	Budget	Actual	Favorable (Unfavorable) Variance
OPERATING REVENUES			
State of Vermont - Agency of Commerce and Community Development (ACCD)	\$ 272,678	\$ 267,580	\$ (5,098)
Federal, state and other grants	772,698	649,568	(123,130)
Local communities - annual assessments	79,875	79,875	-
Other income	5,295	19,873	14,578
Total operating revenues	<u>1,130,546</u>	<u>1,016,896</u>	<u>(113,650)</u>
OPERATING EXPENSES			
Salaries and wages	489,209	460,037	29,172
Payroll taxes and benefits	157,860	154,115	3,745
Consultants	234,242	158,115	76,127
Professional services	68,600	61,794	6,806
Advertising	3,454	3,067	387
Insurance	4,848	6,793	(1,945)
Copy and printing	3,660	3,470	190
Depreciation	4,800	5,239	(439)
Rent and utilities	44,743	44,463	280
Office expenses	5,218	3,807	1,411
Equipment, repairs and software	16,407	12,196	4,211
Dues and subscriptions	10,450	10,381	69
Telephone	6,780	6,728	52
Travel	7,789	6,412	1,377
Meetings and programs	2,900	2,738	162
Audit and legal services	10,950	10,860	90
Postage	1,105	921	184
Other	2,060	1,236	824
Total operating expense	<u>1,075,075</u>	<u>952,372</u>	<u>122,703</u>
OPERATING INCOME	<u>\$ 55,471</u>	<u>\$ 64,524</u>	<u>\$ 9,053</u>

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
SCHEDULE OF DIRECT AND INDIRECT COSTS
FOR THE YEAR ENDED JUNE 30, 2021

	Total Expenses	Direct Expenses	Unallowable Indirect Expense	Total Allowable Indirect Expense
Salaries and wages	\$ 460,037	\$ 280,412	\$ 1,085	\$ 178,540
Payroll taxes and benefits	154,115	87,464	337	66,314
Consultants	158,115	158,115	-	-
Professional services	61,795	4,400	-	57,395
Advertising	3,067	1,247	-	1,820
Insurance	6,793	-	-	6,793
Copy and printing	3,470	-	-	3,470
Depreciation	5,239	-	-	5,239
Rent and utilities	44,463	-	-	44,463
Office expenses	3,807	(40)	25	3,822
Equipment, repairs and software	12,195	146	-	12,049
Dues and subscriptions	10,381	285	6,705	3,391
Telephone	6,728	-	-	6,728
Travel	6,412	6,321	71	20
Meetings and programs	2,738	1,062	53	1,623
Audit and legal services	10,860	-	-	10,860
Postage	921	42	-	879
Other	1,236	-	449	787
Total operating expense	<u>\$ 952,372</u>	<u>\$ 539,455</u>	<u>\$ 8,724</u>	<u>\$ 404,193</u>



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

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

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Central Vermont Regional Planning Commission ("Commission"), as of and for the year ended June 30, 2021, which collectively comprise the Commission's basic financial statements and have issued our report thereon dated October 29, 2021. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards for year ending June 30, 2021.

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

Batchelder Associates, PC

Batchelder Associates, PC
Barre, Vermont
October 29, 2021
Vermont License # 945



Batchelder Associates, PC

October 29, 2021

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

Dear Bonnie:

We have audited the financial statements of the business-type activities of Central Vermont Regional Planning Commission for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated October 29, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Central Vermont Regional Planning are described in Note 2 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the fiscal year ended June 30, 2021, however, presentation of the financial statements has changed to conform to the business-type activities of the Commission. We noted no transactions entered into by Central Vermont Regional Planning Commission during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period. Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

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

Corrected and Uncorrected Misstatements

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

Central Vermont Regional Planning Commission
Page 2

Disagreements with Management

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

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 29, 2021.

Management Consultations with Other Independent Accountants

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

Other Audit Findings or Issues

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

Other Matters

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

Recommendations

- We have a concern with build-up of compensatory time by the Executive Director. Due to the significant hours (672.25) worked in addition to normal salary hours of 80 hours per pay period, the Executive Director is not accruing or using vacation time. The additional 672.25 hours represent 32.3% higher work hours than the annual standard of 2080 hours. Based on the policy, the compensatory time is being paid out annually in July, following the close of the fiscal year end. As you are aware, in excess of \$29,404 was paid during July, 2021 for comp time earned during the fiscal 2021 year.

We, as fiscal auditors and management need to consider a role of leveling the playing field and shifting the way in which we think about work and productivity. We understand that during COVID times, there are many additional tasks and hours we all work, however, this has been two consecutive years of compensatory time in excess of 600 hours.

Central Vermont Regional Planning Commission
Page 3

Restriction on Use

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

Very truly yours,

Batchelder Associates, PC

Batchelder Associates, PC
Barre, Vermont
Vermont License # 945



MEMO

Date: December 2, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Financial Report as of 10/31/21

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

FY21 Summary: As of 10/22/21, CVRPC's Net Income for the twelve months ended June 30, 2021, is \$61,816. The fiscal year to date Net Income is in line with expectations. The FY21 audit is almost completed.

FY22 Summary: As of 11/18/21, CVRPC's Net Income for the month ended October 31, 2021, is \$71,883. The fiscal year to date Net Income is in line with expectations. As of 06/01/21 when the FY22 budget was adopted, CVRPC anticipated a year end net income of \$16,717.

Balance Sheet

- *Assets* – Billing is substantially complete through 09/31; 10/11 billing is in progress. Aging receivables are at \$271,772. Operating cash is \$237,231. CVRPC works to maintain at least \$100,000 in operating funds for cash flow purposes.
- *Current Liabilities* –
 - CVRPC maintained an average payable balance of \$40,384.
 - Accrued vacation and compensatory time balances are \$21,981 and \$5,392 respectively.
 - ACCD Deferred Income for FY22 stands at \$175,322. CVRPC brought forward \$4,904 into FY22. Other Deferred Income consists of LEPC # 5 Old Funds amounting to \$1,685.
- *Equity* – Equity is assets minus liabilities – the company's value. CVRPC's Total Equity as of 10/31/21 is \$631,167, and it was \$576,002 and \$412,333 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 \$71,883 reflects retainage of some Town Dues earned in July 2021.

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

In reviewing Income and expenses through 10/31/21, 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 10/31 is 33.3%.

- *Income* – Total revenue stands at 31.86% earned, slightly lower than the benchmark which can be attributed to lower than budgeted revenue in Community Development.
- *Expenses* – Total expenses stand at 26.92%, about 6% below the benchmark. Wages, CVRPC's most significant expense, is under the budget at 21.51%. This reflects the Assistant Planner vacancy. Consultants, the second-largest expense, is under budget at 31.14% reflecting project progress.

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
CWSP	Clean Water Service Provider
DEC	Vermont Department of Environmental Conservation
DPS	Vermont Department of Public Safety
DCRA	Dependent Care Reimbursement Account
EAB	Emerald Ash Borer
EMPG	Emergency Management Performance Grant
EPA	US Environmental Protection Agency
ERP	Ecosystem Restoration Program
FICA	Federal Insurance Contributions Act (federal payroll tax)
GIS	Geographic Information Systems (computer mapping/analysis program)
HMGP	Hazard Mitigation Grant Program
LCBP	Lake Champlain Basin Program
LGER	Local Government Expense Reimbursement
LEMP	Local Emergency Management Plan
LEPC SERC	Local Emergency Planning Committee 5's State Emergency Response Commission
LHMP	Local Hazard Mitigation Plan
MARC	Mount Ascutney Regional Commission (formerly Southern Windsor Co. RPC)
MPG	Municipal Planning Grant

MOA	Memorandum of Agreement (disaster response and recovery assistance)
NEIWPC	New England Interstate Water Pollution Control Commission
QAPP	Quality Assurance Project Plan
SW	Stormwater
SWCRPC	Southern Windsor County Regional Planning Commission
TPI	VTrans Transportation Planning Initiative
VAPDA	Vermont Association of Planning & Development Agencies (RPCs together)
VISTA	Volunteers In Service To America
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)

2:41 PM
12/01/21
Accrual Basis

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

	<u>Oct 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1001 · Community National Bank	237,230.73
1009 · Northfield Savings - Reserve	337,135.99
Total Checking/Savings	<u>574,366.72</u>
Accounts Receivable	
1200 · Accounts Receivable	271,771.50
Total Accounts Receivable	<u>271,771.50</u>
Other Current Assets	
1020 · Undeposited Funds	348.25
Total Other Current Assets	<u>348.25</u>
Total Current Assets	846,486.47
Fixed Assets	
1501 · Equipment	47,030.18
1502 · Equipment - Accum. Depreciation	-36,146.93
1505 · Leasehold Improvements	2,597.07
Total Fixed Assets	<u>13,480.32</u>
Other Assets	
1301 · Prepaid Expenses	15,678.16
1320 · Deposits	4,415.00
Total Other Assets	<u>20,093.16</u>
TOTAL ASSETS	<u><u>880,059.95</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	40,383.68
Total Accounts Payable	<u>40,383.68</u>
Credit Cards	
2010 · Peoples United Bank Visa	1,873.87
Total Credit Cards	<u>1,873.87</u>
Other Current Liabilities	
2102 · Accrued Vacation	21,980.67
2103 · Accrued Compensatory Time	5,391.62
2200 · Deferred Income	
2201 · ACCD	175,322.29
2203 · LEPC #5 Old Funds	1,685.21
Total 2200 · Deferred Income	<u>177,007.50</u>
2304 · Dependent Care Deductions	940.00
2306 · Pension Liability- Edward Jones	1,315.66
Total Other Current Liabilities	<u>206,635.45</u>
Total Current Liabilities	<u>248,893.00</u>
Total Liabilities	248,893.00

2:41 PM
12/01/21
Accrual Basis

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

	<u>Oct 31, 21</u>
Equity	
3100 - Unrestricted Net Position	
3160 - Designated for THRIVE VISTA	3,000.00
3165 - Designated for Plainfield Gully	39,968.57
3170 - Designated for Montpelier - VOR	90.23
3100 - Unrestricted Net Position - Other	<u>442,382.40</u>
Total 3100 - Unrestricted Net Position	485,441.20
3300 - Invested in Fixed Assets	12,027.00
3900 - Retained Earnings	61,815.89
Net Income	<u>71,882.86</u>
Total Equity	<u>631,166.95</u>
TOTAL LIABILITIES & EQUITY	<u><u>880,059.95</u></u>

2:10 PM
12/01/21

Central Vermont Regional Planning Commission
A/R Aging Summary
 As of October 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES (Gray shading denotes payment received)
ACCD							
ACCD 21	0.00	0.00	0.00	0.00	0.02	0.02	Quarterly invoice. Prior fiscal year needs adjustment.
Total ACCD	0.00	0.00	0.00	0.00	0.02	0.02	
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	
Barre Town							
Plan Maps	0.00	90.80	0.00	0.00	0.00	90.80	Invoice being held.
Total Barre Town	0.00	90.80	0.00	0.00	0.00	90.80	
Berlin	0.00	0.00	0.00	0.00	0.00	0.00	
CCRPC							
CEDS							
Engagement	1,406.86	0.00	0.00	0.00	0.00	1,406.86	Quarterly invoice. Paid 1,381.67.
Planning	172.25	0.00	0.00	0.00	0.00	172.25	
Profile/Strategy	98.36	0.00	0.00	0.00	0.00	98.36	
Total CEDS	1,677.47	0.00	0.00	0.00	0.00	1,677.47	
Clean Water							
Oversight/Report	771.79	0.00	0.00	0.00	0.00	771.79	Quarterly invoice. Paid 3,226.82.
TBP Implement	1,647.47	0.00	0.00	0.00	0.00	1,647.47	
TBP Planning	3,666.02	0.00	0.00	0.00	0.00	3,666.02	
Total Clean Water	6,085.28	0.00	0.00	0.00	0.00	6,085.28	
Total CCRPC	7,762.75	0.00	0.00	0.00	0.00	7,762.75	
CVFiber - Fee for Service							
CVF - Admin	320.20	407.94	0.00	636.33	0.00	1,364.47	Monthly invoice.
Total CVFiber - Fee for Service	320.20	407.94	0.00	636.33	0.00	1,364.47	
Department of Environmental Conservation							
CWSP Start-up							
BWQC Start-up	250.64	0.00	0.00	0.00	0.00	250.64	Monthly invoice.
CWSP Start-up	1,052.77	0.00	0.00	0.00	0.00	1,052.77	
Total CWSP Start-up	1,303.41	0.00	0.00	0.00	0.00	1,303.41	
Moretown Elem SW Final Design	8,783.90	181.60	0.00	0.00	0.03	8,965.53	Product based invoice.
Woodbury Elem/Fire	3,335.02	400.98	0.00	0.00	0.00	3,736.00	Product based invoice.
Total Department of Environmental Conservation	13,422.33	582.58	0.00	0.00	0.03	14,004.94	

2:10 PM
12/01/21

Central Vermont Regional Planning Commission
A/R Aging Summary
As of October 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES (Gray shading denotes payment received)
Department of Public Safety							
EMPG Supplemental							
COVID Response	31.60	0.00	0.00	0.00	0.00	31.60	
Planning	1,105.36	0.00	0.00	0.00	0.00	1,105.36	Quarterly invoice. September sent 11/15/21.
WiFi	0.00	0.00	0.00	0.00	-0.01	-0.01	
Total EMPG Supplemental	1,136.96	0.00	0.00	0.00	-0.01	1,136.95	
LHMP Montpelier & Calais	236.44	519.01	524.13	228.81	2,275.41	3,783.80	City has paid matching funds; payment to be applied to receivable. Project closeout in progress.
Total Department of Public Safety	1,373.40	519.01	524.13	228.81	2,275.40	4,920.75	
DPS MOA							
Response	0.00	0.00	227.00	0.00	0.00	227.00	August sent 09/28/21.
Total DPS MOA	0.00	0.00	227.00	0.00	0.00	227.00	
East Montpelier	0.00	0.00	0.00	0.00	3,265.28	3,265.28	
EMPG							
EMPG 20							
LEMP	552.90	0.00	0.00	0.00	1,783.86	2,336.76	
REMC Transition	2,016.04	0.00	0.00	0.00	755.39	2,771.43	
Response	945.75	0.00	0.00	0.00	30.08	975.83	Quarterly invoice. September sent 11/19/2021.
Technical Assistance	11,923.23	0.00	0.00	0.00	5,245.23	17,168.46	
Total EMPG 20	15,437.92	0.00	0.00	0.00	7,814.56	23,252.48	
EMPG 21							
LEMP	47.40	0.00	0.00	0.00	0.00	47.40	
REMC	1,909.69	0.00	0.00	0.00	0.00	1,909.69	
Response	31.25	0.00	0.00	0.00	0.00	31.25	Quarterly invoice.
Technical Assistance	2,273.01	0.00	0.00	0.00	0.00	2,273.01	
Total EMPG 21	4,261.35	0.00	0.00	0.00	0.00	4,261.35	
Total EMPG	19,699.27	0.00	0.00	0.00	7,814.56	27,513.83	
Forest Parks and Recreation							
Forest Integrity	3,566.29	0.00	0.00	0.00	0.00	3,566.29	Semi annual invoice.
Total Forest Parks and Recreation	3,566.29	0.00	0.00	0.00	0.00	3,566.29	
Friend of the Winooski River							
Water Wise Woodlands	15.07	0.00	0.00	0.00	0.00	15.07	Quarterly invoice. Holding invoice; not administratively efficient to send.
Total Friend of the Winooski River	15.07	0.00	0.00	0.00	0.00	15.07	

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Central Vermont Regional Planning Commission
A/R Aging Summary
 As of October 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES (Gray shading denotes payment received)
Marshfield							
LHMP	499.00	0.00	0.00	0.00	0.00	499.00	Product based invoice. Project completed.
Total Marshfield	499.00	0.00	0.00	0.00	0.00	499.00	
Middlesex							
Capital Improvement Plan	1,207.63	1,270.07	0.00	0.00	0.00	2,477.70	Monthly invoice.
Plan Maps	0.00	227.00	0.00	0.00	0.00	227.00	Monthly invoice.
Walkable Middlesex MPM	0.00	61.45	0.00	0.00	0.00	61.45	Monthly invoice.
Zoning Update	357.00	0.00	0.00	0.00	0.00	357.00	Monthly invoice.
Total Middlesex	1,564.63	1,558.52	0.00	0.00	0.00	3,123.15	
Moretown							
Zoning Update	2,852.88	0.00	0.00	0.00	14.84	2,867.72	Quarterly invoice. Paid 2,138.90.
Total Moretown	2,852.88	0.00	0.00	0.00	14.84	2,867.72	
Mount Ascutney Regional Commission							
DIBG - Berlin Town Office Construction	266.78	75,326.76	249.69	249.69	0.00	76,092.92	Monthly invoice. August sent 09/29/21. September sent 11/15/21.
DIBG - Woodbury Calais Final Design							
Calais East Calais PO	2,055.00	1,998.00	0.00	0.00	0.00	4,053.00	
Calais Moscow Wds	2,055.00	1,998.00	0.00	0.00	0.00	4,053.00	Monthly invoice. August sent 09/27/21.
Woodbury/Calais Program Delivery	4,366.87	1,170.77	832.06	117.50	0.00	6,487.20	
Total DIBG - Woodbury Calais Final Design	8,476.87	5,166.77	832.06	117.50	0.00	14,593.20	
Total Mount Ascutney Regional Commission	8,743.65	80,493.53	1,081.75	367.19	0.00	90,686.12	
Northwest Regional Comm'n							
Municipal Grants in Aid							
FY21 BMP	3,942.02	0.00	0.00	0.00	0.00	3,942.02	
FY21 Equipment	136.27	0.00	0.00	0.00	0.00	136.27	
FY22 BMP	3,015.90	0.00	0.00	0.00	0.00	3,015.90	Quarterly invoice. Paid 1,564.62.
FY22 Equipment	234.95	0.00	0.00	0.00	0.00	234.95	
Total Municipal Grants in Aid	7,329.14	0.00	0.00	0.00	0.00	7,329.14	
Total Northwest Regional Comm'n	7,329.14	0.00	0.00	0.00	0.00	7,329.14	
Orange							
Trail Mapping	0.00	0.00	0.00	0.00	136.62	136.62	
Total Orange	0.00	0.00	0.00	0.00	136.62	136.62	

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Central Vermont Regional Planning Commission
A/R Aging Summary
As of October 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES (Gray shading denotes payment received)
Rutland Regional Comm'n							
ARPA	5,943.07	0.00	0.00	0.00	2,194.06	8,137.13	
Total Rutland Regional Comm'n	5,943.07	0.00	0.00	0.00	2,194.06	8,137.13	Quarterly invoice. Paid 4,254.19.
THRIVE, Inc.							
THRIVE							
VISTA	0.00	0.00	0.00	3,000.00	0.00	3,000.00	
Total THRIVE	0.00	0.00	0.00	3,000.00	0.00	3,000.00	
Total THRIVE, Inc.	0.00	0.00	0.00	3,000.00	0.00	3,000.00	
VTrans							
TPI							
TPI Admin	1,072.22	1,333.26	3,668.82	3,150.00	0.00	9,224.30	
TPI Coordination	2,282.14	4,624.14	346.34	3,365.75	0.00	10,618.37	
TPI Long Range	527.19	276.54	396.78	202.01	0.00	1,402.52	
TPI Other TRPT	0.00	4,362.04	235.47	7,579.90	0.00	12,177.41	Monthly invoice. September sent 12/1.
TPI Project Develop	476.92	626.83	165.93	0.00	0.00	1,269.68	
TPI SRP	7,902.21	20,671.83	10,268.93	6,486.97	0.00	45,329.94	
Total TPI	12,260.68	31,894.64	15,082.27	20,784.63	0.00	80,022.22	
VTrans - Other	0.00	0.00	-0.01	0.00	-0.20	-0.21	
Total VTrans	12,260.68	31,894.64	15,082.26	20,784.63	-0.20	80,022.01	
Waitsfield							
West Village Sidewalk MPM	291.50	409.70	0.00	0.00	0.00	701.20	Monthly invoice. September sent 10/25/21.
Total Waitsfield	291.50	409.70	0.00	0.00	0.00	701.20	
Washington	0.00	0.00	0.00	-0.50	0.00	-0.50	
WBRD Admn	2,000.00	0.00	0.00	0.00	0.00	2,000.00	
Woodbury							
Plan Engagement	0.00	124.74	0.00	1,972.76	0.00	2,097.50	Product based invoice. August sent 09/20/21. September invoice under review.
Plan Maps	0.00	0.00	0.00	0.00	158.89	158.89	Invoice on hold.
Woodbury Town Plan	0.00	0.00	0.00	0.00	8,282.32	8,282.32	Product based invoice. September invoice under review.
Total Woodbury	0.00	124.74	0.00	1,972.76	8,441.21	10,538.71	
TOTAL	87,643.86	116,081.46	16,915.14	26,989.22	24,141.82	271,771.50	

Paid Time Off Liability Balances

As of 10/31/2021

COMPENSATORY TIME

Employee	Wage Rate	Hours	Current Value	Maximum Hours ¹	Maximum Accrual ¹
Andrews, A.	23.01	0.50	\$ 11.51		
Chartrand, N.	26.26	6.75	\$ 177.26		
DeAndrea, P.	28.59	0.00	\$ -		
Meyer, C.	31.25	2.50	\$ 78.13		
Rock, C.	28.60	0.25	\$ 7.15		
Vinson, G.	23.42	0.00	\$ -		
Waninger, B.	43.74	117.00	\$ 5,117.58		
		127.00	\$ 5,391.62		

SICK LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	23.01	91.55	\$ 2,106.57	360	\$ 8,283.60
Chartrand, N.	26.26	206.97	\$ 5,435.03	227	\$ 5,950.52
DeAndrea, P.	28.59	28.01	\$ 800.81	360	\$ 10,292.40
Meyer, C.	31.25	34.01	\$ 1,062.81	40	\$ 1,250.00
Rock, C.	28.60	180.20	\$ 5,153.72	265	\$ 7,590.44
Vinson, G.	23.42	63.51	\$ 1,487.40	160	\$ 3,747.20
Waninger, B.	43.74	360.00	\$ 15,746.40	360	\$ 15,746.40
		964.25	\$ 31,792.74	1,772	\$ 52,860.56

VACATION LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	23.01	246.47	\$ 5,671.27	280	\$ 6,442.80
Chartrand, N.	26.26	134.33	\$ 3,527.51	140	\$ 3,676.40
DeAndrea, P.	28.59	42.22	\$ 1,207.07	200	\$ 5,718.00
Meyer, C.	31.25	46.73	\$ 1,460.31	50	\$ 1,562.50
Rock, C.	28.60	31.01	\$ 886.89	160	\$ 4,576.00
Vinson, G.	23.42	27.52	\$ 644.52	131	\$ 3,060.29
Waninger, B.	43.74	196.23	\$ 8,583.10	200	\$ 8,748.00
		724.51	\$ 21,980.67	1,161	\$ 33,783.99

SUMMARY

	<u>Current</u>	<u>Maximum</u>
Total Paid Time Off Liability	\$ 59,165.02	\$ 92,036.16
Maximum versus Current Difference	\$ 32,871.14	Percent of Max 64%

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

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

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Accrual Basis

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

	Jul - Oct 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 · ACCD				
4101 · ACCD Direct	77,058.83	345,583.00	-268,524.17	22.3%
4102 · ACCD Match	0.00	0.00	0.00	0.0%
Total 4100 · ACCD	77,058.83	345,583.00	-268,524.17	22.3%
4200 · Community Development				
THRIVE VISTA (BCBSVT)	0.00	3,000.00	-3,000.00	0.0%
4215 · CCRPC CEDS	1,677.47	14,774.00	-13,096.53	11.35%
4220 · NVDA Brownfields	0.00	80,000.00	-80,000.00	0.0%
4225 · ACCD Climate & Energy Planning	0.00	40,000.00	-40,000.00	0.0%
Total 4200 · Community Development	1,677.47	137,774.00	-136,096.53	1.22%
4300 · Fee for Services				
4304 · GIS Mapping	0.00	700.00	-700.00	0.0%
4308 · WBRD Admin	4,000.00	4,000.00	0.00	100.0%
4315 · CVFiber	2,020.32	12,500.00	-10,479.68	16.16%
4325 · Orange Trail Mapping	22.70	0.00	22.70	100.0%
4330 · Barre Town	90.80	0.00	90.80	100.0%
Total 4300 · Fee for Services	6,133.82	17,200.00	-11,066.18	35.66%
4400 · Municipal Contracts				
4435 · Town of Woodbury	2,417.63	7,158.00	-4,740.37	33.78%
4340 · Town of Middlesex	5,478.91	8,740.00	-3,261.09	62.69%
4445 · Town of Moretown	2,852.88	7,920.00	-5,067.12	36.02%
4450 · Town of Marshfield	1,499.00	1,500.00	-1.00	99.93%
4455 · Montpelier VOREC	0.00	1,500.00	-1,500.00	0.0%
4460 · Town of Waitsfield	1,479.64	2,300.00	-820.36	64.33%
4465 · Moretown School SW Final Design	0.00	6,171.00	-6,171.00	0.0%
Total 4400 · Municipal Contracts	13,728.06	35,289.00	-21,560.94	38.9%
4500 · Natural Resources				
4501 · 604B Water Planning	3,636.00	3,636.00	0.00	100.0%
4506 · Forest Integrity	3,566.29	0.00	3,566.29	100.0%
4516 · Tactical Basin Planning	8,458.37	27,500.00	-19,041.63	30.76%
4519 · MARC Design Imp. Block Grant	90,686.12	63,378.00	27,308.12	143.09%
4520 · DEC Woodbury Elem/Fire SW F.D	4,259.14	1,230.00	3,029.14	346.27%
4521 · DEC Moretown School SW Fin Des	20,076.28	19,573.00	503.28	102.57%
4525 · Friends of the Winooski River	15.07	2,633.00	-2,617.93	0.57%
4530 · DEC Plainfield Gully	4,983.23	224,759.00	-219,775.77	2.22%
4535 · DEC CWSP Start-up	1,303.41	0.00	1,303.41	100.0%
4500 · Natural Resources - Other	0.00	33,333.00	-33,333.00	0.0%
Total 4500 · Natural Resources	136,983.91	376,042.00	-239,058.09	36.43%
4600 · Public Safety				
4602 · EMPG	19,699.27	56,498.00	-36,798.73	34.87%
4607 · LEPC SERC	0.00	3,900.00	-3,900.00	0.0%
4609 · DPS Local Hazard Mitig. Plans	2,194.86	4,000.00	-1,805.14	54.87%
4611 · VEM Emergency Operation MOA	227.00	1,200.00	-973.00	18.92%
4615 · DPS EMPG	1,136.96	4,484.00	-3,347.04	25.36%
4630 · RRPC ARPA	5,943.07	13,879.00	-7,935.93	42.82%

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Accrual Basis

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

	Jul - Oct 21	Budget	\$ Over Budget	% of Budget
Total 4600 · Public Safety	29,201.16	83,961.00	-54,759.84	34.78%
4700 · Town Dues (Parent)				
4701 · Town Dues	81,999.36	81,999.00	0.36	100.0%
Total 4700 · Town Dues (Parent)	81,999.36	81,999.00	0.36	100.0%
4800 · Transportation				
4803 · Grants in Aid	7,329.14	30,931.00	-23,601.86	23.7%
4804 · TPI	80,022.22	254,191.00	-174,168.78	31.48%
Total 4800 · Transportation	87,351.36	285,122.00	-197,770.64	30.64%
4900 · Other Income				
4901 · Interest Income	171.81	300.00	-128.19	57.27%
Total 4900 · Other Income	171.81	300.00	-128.19	57.27%
Total Income	434,305.78	1,363,270.00	-928,964.22	31.86%
Gross Profit	434,305.78	1,363,270.00	-928,964.22	31.86%
Expense				
5000 · Wages and Fringe Benefits				
5001 · Personnel	123,197.49	572,627.00	-449,429.51	21.51%
5100 · Fringe Benefits				
5101 · FICA	11,154.65	43,806.00	-32,651.35	25.46%
5110 · Health Insurance	35,063.43	130,077.00	-95,013.57	26.96%
5112 · Dental Insurance	1,650.22	7,919.00	-6,268.78	20.84%
5115 · Life Disability Insurance	638.60	3,234.00	-2,595.40	19.75%
5120 · Pension Plan - Edward Jones	6,748.11	19,105.00	-12,356.89	35.32%
5125 · Technology Stipend	1,013.08	277.00	736.08	365.73%
5130 · Unemployment Insurance	0.00	1,056.00	-1,056.00	0.0%
5135 · Worker's Comp	0.00	3,394.00	-3,394.00	0.0%
Total 5100 · Fringe Benefits	56,268.09	208,868.00	-152,599.91	26.94%
Total 5000 · Wages and Fringe Benefits	179,465.58	781,495.00	-602,029.42	22.96%
5200 · Professional Services				
5201 · Accounting	20,000.00	3,000.00	17,000.00	666.67%
5202 · Audit	0.00	8,200.00	-8,200.00	0.0%
5203 · IT/Computer	590.00	2,300.00	-1,710.00	25.65%
5204 · Legal	724.50	3,000.00	-2,275.50	24.15%
5205 · Videography	0.00	1,575.00	-1,575.00	0.0%
5200 · Professional Services - Other	128.00	300.00	-172.00	42.67%
Total 5200 · Professional Services	21,442.50	18,375.00	3,067.50	116.69%
5305 · Advertising	1,163.95	1,405.00	-241.05	82.84%
5315 · Consultants	130,601.55	419,446.00	-288,844.45	31.14%
5320 · Depreciation expense	1,143.75	3,070.00	-1,926.25	37.26%
5325 · Copy				
5326 · Copier extra copies	420.31	3,000.00	-2,579.69	14.01%
5327 · Copier Lease Payments	790.79	2,340.00	-1,549.21	33.79%
Total 5325 · Copy	1,211.10	5,340.00	-4,128.90	22.68%
5330 · Supplies				
5331 · Equipment/Furniture	0.00	1,785.00	-1,785.00	0.0%
5332 · GIS Supplies	0.00	1,325.00	-1,325.00	0.0%
5333 · Office Supplies	1,430.29	4,125.00	-2,694.71	34.67%
5334 · Billable Supplies	0.00	200.00	-200.00	0.0%

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Accrual Basis

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

	Jul - Oct 21	Budget	\$ Over Budget	% of Budget
5335 · Subscriptions/Publications	273.29	911.00	-637.71	30.0%
Total 5330 · Supplies	1,703.58	8,346.00	-6,642.42	20.41%
5344 · Insurance				
5345 · Liability Insurance	355.00	1,532.00	-1,177.00	23.17%
5346 · Public Officials Insurance	0.00	3,416.00	-3,416.00	0.0%
Total 5344 · Insurance	355.00	4,948.00	-4,593.00	7.18%
5350 · Meetings/Programs	1,368.32	11,754.00	-10,385.68	11.64%
5355 · Postage	105.00	1,710.00	-1,605.00	6.14%
5360 · Dues/Memberships/Sponsorships				
5361 · Government Relations	1,727.28	0.00	1,727.28	100.0%
5360 · Dues/Memberships/Sponsorships - Other	3,044.67	11,450.00	-8,405.33	26.59%
Total 5360 · Dues/Memberships/Sponsorships	4,771.95	11,450.00	-6,678.05	41.68%
5370 · Office Occupancy				
5310 · Cleaning	330.00	3,280.00	-2,950.00	10.06%
5371 · Rent/Utility Payments	14,127.80	42,383.00	-28,255.20	33.33%
5370 · Office Occupancy - Other	0.00	200.00	-200.00	0.0%
Total 5370 · Office Occupancy	14,457.80	45,863.00	-31,405.20	31.52%
5375 · Software/Licenses/IT Sub	1,000.00	10,037.00	-9,037.00	9.96%
5385 · Telephone/Internet	2,297.35	6,780.00	-4,482.65	33.88%
5390 · Travel	1,161.86	15,084.00	-13,922.14	7.7%
5999 · Miscellaneous Expenses				
5339 · Gifts	103.48	220.00	-116.52	47.04%
5380 · Fees				
5382 · Bank Fees	55.15	0.00	55.15	100.0%
5383 · DRRA Fees	12.50	0.00	12.50	100.0%
5380 · Fees - Other	2.50	730.00	-727.50	0.34%
Total 5380 · Fees	70.15	730.00	-659.85	9.61%
5999 · Miscellaneous Expenses - Other	0.00	410.00	-410.00	0.0%
Total 5999 · Miscellaneous Expenses	173.63	1,360.00	-1,186.37	12.77%
8000 · Indirect Costs	0.00			
Total Expense	362,422.92	1,346,463.00	-984,040.08	26.92%
Net Ordinary Income	71,882.86	16,807.00	55,075.86	427.7%
Net Income	71,882.86	16,807.00	55,075.86	427.7%



MEMO

Date: December 2, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Investment and Deposit Risk Policy update

✉ **ACTION REQUESTED:** Adopt the Investment and Deposit Risk Policy update.

CVRPC is exceeding its [Federal Deposit Insurance Corporation \(FDIC\)](#) insured limit in its operating and reserve accounts. This is an excellent sign of financial progress! FDIC insurance covers deposit accounts, dollar for dollar up to the insurance limit for bank deposits of national and state banks that are members of the federal reserve system. Each depositor is insured to at least \$250,000 per bank.

To ensure its funds remain insured, CVRPC will need to open accounts at new financial institutions. Staff anticipates CVRPC will need to open multiple accounts in the upcoming year based on current account balances and projected revenues, including deferred income deposits. The account maturity dates would be staggered to minimize interest and early withdrawal penalties should CVRPC need to access the funds prior to account maturity.

The Policy change incorporates three modifications:

- It authorizes the Executive Director to open new accounts and invest and re-invest CVRPC's funds as necessary to ensure CVRPC's cash assets are insured. This offers flexibility to respond as quickly as possible when account balances reach insurance limits.
- It expands eligible financial institutions to include those regulated and insured by the [National Credit Union Administration](#), the federal entity that regulates and insures credit unions. The FDIC regulates and insures banks and savings associations.
- It restores language previously included in the 2009 policy regarding types of investment vehicles. This prevents investments in long term assets, such as mutual funds, stocks, and bonds, without Executive Committee approval.

Staff would make the first investment of \$100,000 into a certificate of deposit at the North County Federal Credit Union. A second investment is expected to be made in mid to late February 2022.

Investment and Deposit Risk Policy

The primary objectives of CVRPC's investment and deposit risk policy are security of principal, liquidity as needed to meet expenditures, and return on investment.

The Executive Director, and in their absence the Chair or Secretary/Treasurer, with the approval of the Executive Committee, shall be authorized to invest and re-invest the Commission's funds. New investments, including the investment institution and amount invested, shall be reported to the Executive Committee at its next regular meeting.

The investment of all Commission funds will be made with financial institutions that have offices in Vermont and are registered to do business in Vermont. The financial institutions shall provide deposit insurance and be regulated by the ~~FDIC~~ Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA).

The Executive Director, and in their absence the Chair or Secretary/Treasurer, is authorized to invest and deposit all funds into checking accounts, certificates of deposit, NOW accounts, money market accounts, and savings accounts.

The Executive Director, and in their absence the Chair or Secretary/Treasurer, will make decisions regarding the types of collateralization of deposits required or remove the Commission's exposure to custodial credit risk after consultation with the Executive Committee. The form of collateral may include, but not be limited to, securities of the United States of America. Securities may be held by a third party custodian designated by the Executive Director and approved by the Executive Committee and evidenced by insured receipts.



12/13/21

**NORTH
COUNTRY***Your community credit union***Executive Committee****Page 43**
LOANLINER**ACCOUNT
AUTHORIZATION
CARD****MEMBER INFORMATION**

Member/Owner: Name

Member No:

Street:

City/State/Zip:

Home Phone:

Work Phone:

E-mail:

Type of Entity: ☐ C Corporation☐ LLC (Limited Liability Company)☐ Partnership:☐ Unincorporated Organization☐ S Corporation

Select Tax Classification:

☐ General☐ Association/Club☐ Sole Proprietorship☐ C = C Corporation☐ Limited☐ Trust/Estate☐ S = S Corporation☐ Limited Liability☐ Other: _____☐ P = Partnership

Other Name(s):

☐ Person(s) authorized to receive account information:**AUTHORIZED SIGNERS**

By signing this authorization, each of the signers jointly and severally certifies and agrees that the terms in the "CERTIFICATE OF AUTHORITY" section apply to the Member/Owner listed in the "MEMBER INFORMATION" section. The signers further acknowledge receipt of and agree to the terms of the Membership and Account Agreement, Account Card, Truth-in-Savings Disclosure, and Funds Availability Policy Disclosure, if applicable, as amended by the Credit Union from time to time.

X

Name Title Signature Date

X

Name Title Signature Date

X

Name Title Signature Date

X

Name Title Signature Date

CERTIFICATE OF AUTHORITY

1. Member/Owner. The Member/Owner name shown in the "MEMBER INFORMATION" section is the complete and correct name of the Member/Owner. If applicable, all registered assumed names under which the Member/Owner does business are shown. Each corporate officer, partner or trustee, whichever is applicable, warrants that the corporation, partnership, or living trust has been duly formed and is currently existing.
2. Authorized Signers. The officers, authorized agents, or trustees, as applicable, signing in the "AUTHORIZED SIGNERS" section (Signers) presently occupy the positions shown and are authorized to transact business on behalf of the Member/Owner. Each Signer agrees to notify the Credit Union in writing of any change in authority. The Credit Union may request any other evidence of Signer's authority at any time.
3. Authority.
 - a. Each Signer certifies and agrees that the Member/Owner's accounts will be governed by the terms set forth in the Membership and Account Agreement and Account Card, as amended from time to time.
 - b. The Credit Union is directed to accept and pay without further inquiry any item, bearing the appropriate number of signatures as indicated in the "AUTHORIZED SIGNERS" section, drawn against any of the Member/Owner's accounts. Unless otherwise indicated, any one Authorized Signer is expressly authorized to endorse all items payable to or owned by the Member/Owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other transaction under the agreement.
 - c. The authority given to the Authorized Signers and Persons Authorized to Receive Account Information shall remain in full force until written notice of revocation is delivered to and received by the Credit Union at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. An authorized officer, trustee, or agent of the Member/Owner will notify the Credit Union of any change in the Member/Owner's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Member/Owner and the Credit Union before any such change occurs. The Credit Union shall have no duty to inquire as to the powers and duties of any Signer and shall have no notice of any breach of fiduciary duties by any Signer unless the Credit Union has actual notice of wrongdoing.
 - d. The Persons Authorized to Receive Account Information, if applicable, are authorized to receive from the Credit Union, either orally or in writing, any information related to the account. Those persons are not authorized to withdraw funds or issue checks/drafts against or make any transaction related to the account.
4. Liability. Member/Owner and each Signer agree to indemnify and hold the Credit Union harmless of any claim or liability as a result of unauthorized acts of any Signer or former Signer or acts of any Signer upon which the Credit Union relies prior to notice of any account change or change of Member/Owner. The Member/Owner agrees that the Credit Union shall not be liable for any losses due to the Member/Owner's failure to notify the Credit Union of such changes.

FOR CREDIT UNION USE ONLY☐ See Account Card

Effective Date:

Opened/App'd by:

Member Verification:

Reviewed Documentation:

Copies Obtained:

☐ Corporate Resolution☐ Certificate/Affidavit of Trust☐ Partnership Agreement☐ Other:

ACCOUNT CARD

MEMBER APPLICATION AND OWNERSHIP INFORMATION

Member/Owner:

Designate the ownership of the accounts and responsibility for the services requested.

☐ Individual ☐ Joint Account with Rights of Survivorship ☐ Joint Account without Rights of Survivorship

Member No:

Street:	SSN/TIN:
City/State/Zip:	Driver's Lic. No:
Home Phone:	Date of Birth:
Work Phone:	Cell Phone:
E-mail:	Membership Eligibility:
Employer:	

ACCOUNT OWNERSHIP

Joint Owner:	SSN/TIN:
Street:	Driver's Lic. No:
City/State/Zip:	Date of Birth:
Home Phone:	Cell Phone:
Work Phone:	E-mail:
Joint Owner:	SSN/TIN:
Street:	Driver's Lic. No:
City/State/Zip:	Date of Birth:
Home Phone:	Cell Phone:
Work Phone:	E-mail:
Joint Owner:	SSN/TIN:
Street:	Driver's Lic. No:
City/State/Zip:	Date of Birth:
Home Phone:	Cell Phone:
Work Phone:	E-mail:

ACCOUNT DESIGNATIONS

☐ Payable on Death (POD)/Trust Account

Beneficiary/POD Payee:	Beneficiary/POD Payee:
Street:	Street:
City/State/Zip:	City/State/Zip:

☐ Payable on Death (POD)/Trust Account

Beneficiary/POD Payee:	Beneficiary/POD Payee:
Street:	Street:
City/State/Zip:	City/State/Zip:

☐ UGMA (as custodian for
Minor's SSN/TIN: (minor) under the Uniform Gifts to Minors Act)

☐ Agency Print Name of Agent:

Signature: _____ Date: _____

☐ Other: ☐ See Account Authorization Card

ACCOUNT TYPE

All of the terms, conditions, form of account ownership, account selection and other information indicated on this Card apply to all of the accounts listed unless the Credit Union is notified in writing of a change.

Suffix

Suffix

<input type="checkbox"/> Share/Savings: _____	<input type="checkbox"/> Money Market: _____
<input type="checkbox"/> Share Draft/Checking: _____	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Share Certificate/Certificate: _____	<input type="checkbox"/> Other: _____

The account number for each of the accounts listed consists of the suffix added to the end of the Member Number. If this card applies to more than one account of the same type, more than one suffix will be listed for that account type.

ACCOUNT SERVICES											
<input type="checkbox"/> Payroll Deduction/Direct Deposit:											
<input type="checkbox"/> Audio Response:											
<input type="checkbox"/> Overdraft Protection (Indicate transfer priority.):											
<input type="checkbox"/> ATM Card:	<input type="checkbox"/> Debit Card:										
<input type="checkbox"/> PC Access/Internet Banking:											
<input type="checkbox"/> Other:											
TIN CERTIFICATION AND BACKUP WITHHOLDING INFORMATION											
Under penalties of perjury, I certify that:											
(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person. For federal tax purposes, you are considered a U.S. person if you are: an individual who is a U.S. citizen or U.S. resident alien; a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; an estate (other than a foreign estate); or a domestic trust (as defined in Regulations section 301.7701-7). (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.											
Certification Instructions. Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. Complete a W-8 BEN if you are not a U.S. person. If a W-8 BEN is completed, your signature does not serve to certify this section.											
Exempt payee code (if any) _____		Exemption from FATCA reporting code (if any) _____									
AUTHORIZATION											
By signing below, you agree to the terms and conditions of the Membership and Account Agreement, Truth-in-Savings Disclosure, Funds Availability Policy Disclosure, if applicable, and to any amendment the Credit Union makes from time to time which are incorporated herein. You acknowledge receipt of a copy of the agreements and disclosures applicable to the accounts and services requested herein. If an access card or EFT service is requested and provided, you agree to the terms of and acknowledge receipt of the Electronic Fund Transfers Agreement and Disclosure. You also agree: a) that the Credit Union may obtain your credit report for the purposes of verifying the information on this Account Card, determining your eligibility for the account, credit or service(s) noted on this Account Card and identifying additional Credit Union products and services to offer to you; b) that the credit union may obtain your credit report at a later time for the purposes of reviewing and collecting on the account, credit or service(s) noted on this Account Card; and c) that the Credit Union may tell others about its credit experience with you and obtain information from others about your credit history and performance. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.											
X	X										
Signature _____	Date _____	Signature _____ Date _____									
X	X										
Signature _____	Date _____	Signature _____ Date _____									
FOR CREDIT UNION USE ONLY <input type="checkbox"/> See Account Change Card <input type="checkbox"/> See Insurance Beneficiary Card 											
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Date of Membership:</td> <td style="width: 33%;">Opened/App'd by:</td> <td style="width: 33%;">Member Verification:</td> </tr> <tr> <td><input type="checkbox"/> Credit Report</td> <td><input type="checkbox"/> Check Verify</td> <td><input type="checkbox"/> PIN Request</td> </tr> <tr> <td><input type="checkbox"/> Access Card</td> <td><input type="checkbox"/> Audio Response</td> <td><input type="checkbox"/> PC Access/Internet Banking</td> </tr> </table>			Date of Membership:	Opened/App'd by:	Member Verification:	<input type="checkbox"/> Credit Report	<input type="checkbox"/> Check Verify	<input type="checkbox"/> PIN Request	<input type="checkbox"/> Access Card	<input type="checkbox"/> Audio Response	<input type="checkbox"/> PC Access/Internet Banking
Date of Membership:	Opened/App'd by:	Member Verification:									
<input type="checkbox"/> Credit Report	<input type="checkbox"/> Check Verify	<input type="checkbox"/> PIN Request									
<input type="checkbox"/> Access Card	<input type="checkbox"/> Audio Response	<input type="checkbox"/> PC Access/Internet Banking									

Persons opening an account on behalf of a legal entity must provide the following information:

a. Name and Title of Natural Person opening account

Name:

Title:

b. Name, Type, and Address of Legal Entity for Which the Account is Being Opened

Business Name: **Name**

Business Type: **Entity Type**

Business Address:

Beneficial Owners:

c. The following information for each individual, if any, who, directly or indirectly through any contract, arrangement, understanding, relationship, or otherwise, owns 25% or more of the equity interest of the legal entity listed above:

Name:

Ownership Percentage:

Date of Birth:

Address:

For US Persons: Social Security Number

For Non-US: Social Security Number, Passport Number and Country of Issuance, or other similar identification number*

Name:

Ownership Percentage

Date of Birth:

Address:

For US Persons: Social Security Number

For Non-US: Social Security Number, Passport Number and Country of Issuance, or other similar identification number*

Name:

Ownership Percentage

Date of Birth:

Address:

For US Persons: Social Security Number

For Non-US: Social Security Number, Passport Number and Country of Issuance, or other similar identification number*

Name:

Ownership Percentage

Date of Birth:

Address:

For US Persons: Social Security Number

For Non-US: Social Security Number, Passport Number and Country of Issuance, or other similar identification number*

Controller:

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions.

(If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name:

Title:

Date of Birth:

Address (Residential or Business Street Address)

For US Persons: Social Security Number

For Non-US: Social Security Number, Passport Number and Country of Issuance, or other similar identification number*

*In lieu of a passport number, non US persons may also provide a Social Security number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, _____, hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature:

Date:



MEMO

Date: November 29, 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)

Southern Windsor County Regional Planning Commission (dba Mount Ascutney Regional Commission) – Design/Implementation Block Grant, Calais and Woodbury Stormwater Designs Amendment 4

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign amendment 4 for the Mount Ascutney Regional Commission Design/Implementation Block Grant for the Calais and Woodbury Stormwater Designs.

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

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

Funding:

Grant Amount: ~~\$53,625~~ \$56,825 (state funds)

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

Performance Period: 01/06/20 – ~~12/01/21~~ 04/30/22

Staff: Grace Vinson

Notes: The amendment extends the project term to accommodate challenges at the Woodbury sites.

Mount Ascutney Regional Commission - Brownfields

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the agreement with MARC for brownfield assistance.

Scope of Work: Provide assessment funding to recognized brownfield sites in Central Vermont. Includes hiring Qualified Environmental Professionals to assist landowners and prospective developers with property

assessment and remediation planning for properties with real or perceived brownfield challenges and for administrative services performed by the RPC.

Funding: \$100,000 (state)

Performance Period: 11/01/21 – 06/30/23

Staff: Clare Rock (primary), Bonnie Waninger

Notes: Administrative service costs are limited to 10% of the award.

CONTRACTS ISSUED

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

None.

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

Northwest Regional Planning Commission – NBRC CVTA Grant Administrative Services

Scope of Work: CVRPC will assist a grantee of the Northern Border Regional Commission (NBRC) as described below. The grantee is the Cross Vermont Trails Association.

- Assist grantee with reporting and reimbursement requests.
- Provide guidance to grantee with other issues, such as what their responsibilities are regarding procurement of goods and services and contractors.
- Assist grantee with putting together funding for matching necessary to complete the projects.
- Assist grantee with getting information necessary to receive a Notice to Proceed.
- Attend Northern Border Regional Commission trainings and meetings when invited.

Funding:

Grant Amount: \$3,250 (federal funds)

Match Amount: \$0

Match Source: N/A

Performance Period: 10/01/21 - 12/31/24

Staff: Bonnie Waninger

Notes: NBRC passes funds to federal Economic Development District grantees to assist NBRC's grantees with federal grant compliance. NRPC is the grants administrator for the Northern Vermont Economic Development District. It

has opted to sub-grant funds to CVRPC due to NRPC staff capacity issues. CVRPC accepted the sub-grant because the CVTA will likely need very little assistance because it is very familiar with federal requirements. NRPC noted it would sub-grant additional work if CVRPC has capacity (which we do not).

Northwest Regional Planning Commission – Municipal Grants in Aid FY21 Part 2

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

Funding:

Grant Amount: \$14,497 (state funds)

Match Amount: \$0

Match Source: N/A

Performance Period: 09/01/21 – 11/30/21

Staff: Ashley Andrews (primary), Christian Meyer, Bonnie Waninger

Notes: The agreement complements the FY21 municipal construction projects completed between July 1, 2021 - September 30, 2022. The program transitioned from DEC as the funder to VTrans. A separate agreement was written to facilitate cost tracking.

Town of Waitsfield – West Village Sidewalk Municipal Project Manager Amendment 1

Scope of Work: Serve as the Town's municipal project manager for this sidewalk construction project.

Funding: \$11,368 (80% Federal and 20% Town)

Performance Period: 04/12/21 – ~~08/31/21~~ 12/31/21

Staff: Christian Meyer (primary)

Notes: The amendment extends the contract term to accommodate processing of final paperwork.

CONTRACTS ISSUED

None.

MEMORANDA OF AGREEMENT

A Memorandum of Agreement (MOA) is a document written between parties to cooperatively work together on an agreed upon project or to meet an agreed upon objective. The purpose of an MOA is to have a written formal

understanding of the agreement between parties. An MOA details the obligations and commitments of the parties and allocates and minimizes each party's risks. It can be referred to as a contract and is legally binding.

CVRPC requests that municipalities and project partners making match commitments sign an MOA with CVRPC when CVRPC applies for funding and a municipality or partner commits to providing match to the project. When in-kind match is involved, the MOA commits the in-kind match partner to provide cash match if the partner is unable to meet its in-kind match. This reduces CVRPC's risk of needing to cover a partner's match with CVRPC cash or in-kind services should the partner be unsuccessful in meeting its match commitment.

VT Agency of Human Services – AmeriCorps VISTA Services

Scope: Assignment of one AmeriCorps VISTA member to CVRPC to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems in accordance with CVRPC's application and project plan.

Funding: \$6,000 (split \$3,000 CVRPC and \$3,000 THRIVE)

Performance Period: 08/30/21 – 08/29/22

Staff: Bonnie Waninger (primary), Christian Meyer

Note: CVRPC's AmeriCorps VISTA member is Gavin Bodnar. Gavin's activity priorities are:

- Equity & Inclusion: Collect and analyze 40 years of Census data to inform policies and plans, such as CEDS, Title VI Plan, Regional Plan, etc. Assist CVRPC to define its underserved and underrepresented populations.
- THRIVE: Strengthen the capacity of the THRIVE partnership to work cooperatively to alleviate poverty by supporting Leadership Partner meetings and committee work to implement THRIVE's Strategic Plan.
- Transportation: Assist the Regional Elders and Persons with Disabilities Advisory Committee (REDPAC) to implement its work plan.
- Childcare: Increase actions municipalities take to encourage development of quality, affordable childcare services by building an idea guide.
- Wireless and Broadband: Increase the ability of municipalities to plan and implement improvements to telecommunications infrastructure by analyze and interpret the results of public Wi-Fi data collected for EMPG-S in 2020.

MEMORANDA OF UNDERSTANDING

A Memorandum of Understanding (MOU) is a document describing a bilateral agreement between parties. An MOU expresses a convergence of will between the parties, indicating an intended common line of action. It is more formal than a verbal or "hand-shake" agreement but generally lacks the binding power of a contract. MOUs do not require any party to commit funds or other resources. The MOU does not create duties or legally enforceable liabilities or obligations for any party nor does it establish a standard of care attributable to the activities associated with the subject of the agreement.

None.

AGREEMENT BY AND BETWEEN
MOUNT ASCUTNEY REGIONAL COMMISSION and
CENTRAL VERMONT REGIONAL PLANNING COMMISSION

#06/30/23

WITNESSETH:

1. Parties: This is an Agreement for services between the Mount Ascutney Regional Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 38 Ascutney Park, Ascutney, VT. 05030, hereinafter called “MARC”) and Central Vermont Regional Planning Commission with principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602, hereinafter called “SUB-RECIPIENT”). It is the SUB-RECIPIENT’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUB-RECIPIENT is required to have a Vermont Department of Taxes Business Account Number.

2. Scope of Work: The subject matter of this Sub-Grant Agreement is for the implementation of Vermont’s Brownfield program by providing assessment funding to recognized brownfield sites in the State. The funding for this program is made possible through grant funding from Vermont Agency of Commerce and Community Development; Department of Economic Development, pursuant to MARC’s obligations under the State Brownfields Revitalization Grant agreement # 07120-22-18. The tasks and obligations of the SUB-RECIPIENT are described in Attachment A.

2. Maximum Amount: In consideration of the services to be performed by SUB-RECIPIENT, the MARC agrees to pay SUB-RECIPIENT, in accordance with the payment provisions specified in Attachment A, a sum not to exceed **\$100,000.00**

3. Source of Funds: State Funds.

4. Term of Sub-Grant: This Sub-Grant shall begin on November 1, 2021, by the Parties. SUB- RECIPIENT shall complete the work by June 30, 2023.

5. Payment Schedule: Initially, each participating SUB-RECIPIENT will receive an initial award of \$50,000.00 to be used to hire Qualified Environmental Professionals and for administrative services performed by the SUB-RECIPIENT. The maximum allowable reimbursement for these administrative services is 10% of the award. After 75% of the initial award has been spent or encumbered, an additional award of up to \$50,000 may be made to the requesting SUB-RECIPIENT. Additional information on payment provisions and reporting requirements can be found in Attachment A.

6. Assignment of Sub-Grant: The SUB-RECIPIENT agrees this obligation is not assignable.

7. 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 MARC and SUB-RECIPIENT.

8. General Guarantee: The SUB-RECIPIENT shall perform all work in a professional manner and accurately collect and transmit all data gathered pursuant to this Agreement.

9. Cancellation: This Agreement may be canceled by either party by giving written notice at least thirty (30) days in advance. If SUB-RECIPIENT fails to perform in accordance with the Sub-Grant Documents, MARC may cancel the Sub-Grant. If it chooses to cancel the Sub-Grant, MARC shall pay the SUB-RECIPIENT for all work performed to date, minus any sums it expends to correct defective work and expenses, costs damages and legal fees it incurs in curing the defective work and completing the project.

10. Grant Agreement: SUB-RECIPIENT recognizes that this Agreement is subordinate to and governed by a grant agreement MARC received from the State of Vermont (ACCD/DED). SUB-RECIPIENT warrants that it is familiar with the requirements of the dominant grant agreement and shall perform all work in accordance with the requirements of said agreement, specifically including Attachment C, Standard State Provisions for Contracts and Grants and the specific requirements contained in the next ten subsections of this Agreement.

11. 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.

12. 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.

13. 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.

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. 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.

16. 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.

17. 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.

18. 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>

19. 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.

20. 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.

21. Vermont Law. This Agreement shall be construed under the laws of the State of Vermont and may be modified or amended only by a written instrument executed by both MARC and the SUB-RECIPIENT.

22. Contact persons for this Agreement:MARC

Cindy Ingersoll

Phone: 802-674-9201E-mail: cingersoll@marcv.orgSUB-RECIPIENT:

Clare Rock

Phone: 802-229-03898E-mail: rock@cvregion.com**23. Attachments:** This Agreement consists of 4 pages plus the following attachments which are incorporated herein:

Attachment A — Scope of Work to be Performed and Payment

Attachment B — MARC Provisions (ACH Form, First Installment Request Form)

Attachment C — Standard State Provisions for Contracts and Grants

Attachment D — Other State Provisions

Attachment E — Project Information Form

24. Flow Down: Attachment C and D contain Standard State grant agreement language which refer specifically to MARC's grant with ACCD/DED. All State and Federal requirements, if any, flow down to the SUB-RECIPIENT regardless of specific applicability.

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

Mount Ascutney Regional Commission:By: Thomas Kennedy
Its duly authorized agentDate: 10/2/2021**Sub-Recipient:**

Name: _____

By: _____

Its Duly authorized agent

Date: _____

ATTACHMENT A

SCOPE OF WORK TO BE PERFORMED and PAYMENT PROVISIONS

1. The participating SUB-RECIPIENT agrees to work cooperatively with the Mount Ascutney Regional Commission, (MARC), Vermont Department of Environmental Conservation (DEC), and the Agency of Commerce and Community Development (ACCD).
2. The SUB-RECIPIENT agrees that these funds can only be used for [Brownfields Reuse and Environmental Liability Limitation Act program \(BRELLA\)](#) eligible projects (Attachment E).
3. The SUB-RECIPIENT will use the 'Brownfields Revitalization Assessment Grant Program-Project Information Form' provided in Attachment E for each project seeking funding. The SUB-RECIPIENT will submit the form to their designated Vermont DEC Brownfield Coordinator for review and comment. SUB-RECIPIENT must receive project feedback from DEC Brownfields staff before work commences.
4. **Brownfield Promotion:** The SUB-RECIPIENT shall demonstrate participation and community engagement by attending and participating in Brownfield related meetings and events, sponsored by ACCD as they relate to this grant program. The SUB-RECIPIENT will work with ACCD and the DEC in promoting the brownfield programs and funding opportunities available to leverage State and Federal program opportunities to potential applicants. The SUB-RECIPIENT will advocate for projects that align with the eligibility criteria of ACCD's Brownfield Revitalization Fund - State Program: Notice of Funding Opportunity anticipated to have the greatest demonstrable economic impacts

Fund Disbursement and Performance Progress Reporting

5. Disbursal of grant funds will be in two installments. The first installment shall be paid upon execution of this Agreement and receipt by MARC of the 'First Installment Request Form' (see Attachment B). The first installment shall be \$50,000.00. The second installment can be requested and may be disbursed once the SUB-RECIPIENT has expended or encumbered 75% of all funding advanced in the first installment and as documented in prior submitted progress reports and a completed 'Request for Second Installment Report Form'.
6. On or before January 1, 2023 SUB-RECIPIENT will provide a status report on the expenditure or encumbrance of the grant funds disbursed by the SUB-RECIPIENT as of December 1, 2022. The SUB-RECIPIENT shall provide to MARC a mutually agreeable plan detailing the anticipated expenditure of any remaining portion of funds. If the SUB-RECIPIENT cannot demonstrate, to the satisfaction of MARC, that their funding can be expended or encumbered by March 30, 2023, then MARC reserves the right to recover the SUB-RECIPIENT's existing funds for reallocation for use by SUB-RECIPIENTs that have requested additional funds.
7. The SUB-RECIPIENT will return to the MARC any unexpended or unencumbered funds as of June 30, 2023, prior to July 10, 2023 in a manner to be determined by MARC.
8. **Performance Progress Reporting:** SUB-RECIPIENT shall provide quarterly progress reporting to MARC using the online 'State Brownfields Assessment Program Progress Report' shared

template which can be accessed at <https://marcv.org/brownfields-revitalization-assessment-program-for-rpcs/> . Quarterly reporting is to be submitted according to the following schedule:

- a. Quarter ending 12/31/2021, progress reporting shall be submitted on or before February 1, 2022;
- b. Quarter ending 3/31/2022, progress reporting shall be submitted on or before May,1,2022;
- c. Quarter ending 6/30/2022, progress reporting shall be submitted on or before August1, 2022;
- d. Quarter ending 9/30/2022, progress reporting shall be submitted on or before November1, 2022;
- e. Quarterly reporting must continue until all funds have been disbursed and expended and a final report shall be submitted no later than August10, 2023 or 45 days following the date all of the funds have been expended, whichever comes first.

The online progress report will require the following information including but not limited to:

- a) Site Name
- b) Sites Management Section ID# (SMS #)
- c) Site Address (number, street, town)
- d) Project Activity funded (Phase I, Phase II, ECAA, CAP development, HBM)
- e) Project Type (residential, commercial, municipal, industrial, other)
- f) Funded and disbursed amounts
- g) Name of Environmental Professional/company and individual)

9. **Attribution:** Attribution shall be made to the State in all publications, i.e., newsletters, press releases, event promotions, webpages, programs, etc.

Attribution shall read: *This (activity to be filled in specific to the publication) of (RPC NAME) is made possible in part by a grant from the State of Vermont through the Agency of Commerce and Community Development, Department of Economic Development.*

**ATTACHMENT B
MARC PROVISIONS**

1. SUB-RECIPIENT must provide a Certificate of Insurance with Mount Ascutney Regional Commission as additional insured along with this signed agreement.
2. SUB-RECIPIENT must provide a current and completed W9 along with this signed agreement.
3. SUB-RECIPIENT must provide a completed and signed Authorization Agreement for Automatic Deposits (ACH Form attached) along with this signed agreement.
4. SUB-RECIPIENT must provide MARC with a 'Request for First Installment' form following receipt by SUB-RECIPIENT of a fully executed Agreement before funds will be released to SUB-RECIPIENT per Attachment A, section 5 (Request for First Installment Form attached).
5. SUB-RECIPIENT must provide MARC with a completed 'Request for Second Installment Report Form' before funds can be released to SUB-RECIPIENT. Upon review and approval by MARC, SUB-RECIPIENT will receive the second installment per Attachment A, section 5.
6. SUB-RECIPIENT must provide MARC with a completed 'Final Performance Report' no later than July 10, 2023 or 45 days following the date all of the funds have been expended, whichever comes first per Attachment A, section 8.
7. SUB-RECIPIENT can access forms and resources at <https://marcv.org/brownfields-revitalization-assessment-program-for-rpcs/>.

**MARC STATE BROWNFIELD GRANT
REQUEST FOR INSTALLMENT #1**

DATE: _____

INVOICE TO: Mount Ascutney Regional Commission
State Brownfield Revitalization Grant – Assessment
cingersoll@marcvt.org

INVOICE #: 01
SUB-AGREEMENT #: _____

PAYABLE TO: _____

TOTAL AMOUNT DUE: \$50,000.00

The following have met:

- ☐ A fully executed agreement has been received
- ☐ A Certificate of Insurance has been submitted to MARC
- ☐ A W9 has been submitted to MARC
- ☐ An Authorization Agreement for Automatic Deposits (ACH) form has been submitted to MARC

AUTHORIZATION AGREEMENT
AUTOMATIC DEPOSITS (ACH CREDITS)

I hereby authorize Mount Ascutney Regional Commission hereinafter called Company to initiate credit entries to my account indicated below and the financial institution named below, hereinafter called FINANCIAL INSTITUTION, to credit the same to such account.

PRIMARY ACCOUNT:

(Financial Institution Name)

(Branch)

(Address)

(City-State)

(Zip code)

(Routing Number)

(Account #)

Type of Account: ☐ Checking ☐ Savings

This authority is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Sub-Recipient Name / Name on Account (if different)

Signature

Printed Name

Date

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 STATE PROVISIONS

1. **Cost of Materials:** Grantees will not buy materials and resell to the State at a profit.
2. **Copyright:** Any material produced in whole or in part under this Agreement may be subject to copyright by Grantee. However, Grantee grants the Agency, its Departments, Divisions, agents and assigns, a royalty-free, non-exclusive, perpetual, and irrevocable license to use, publish, disclose, distribute, modify, adapt, reproduce, and display, in whole or in part, such copyrighted materials prepared under this Agreement, for all purposes, by any means and methods, and in all known and hereafter existing media, medium, and technology, except as may be limited by any provision of law. To the extent the Grantee grants such uses of copyrighted material to the State, the Grantee shall document and provide to the State the precise terms of the licensed use granted to the State by the owner of the copyright.
3. **Grantee's Liens:** Grantee will discharge any and all grantors or mechanics' liens imposed on property of the State through the actions of subgrantors.

(End of Attachment D)

ATTACHMENT E

Brownfields Revitalization Assessment Grant Program
Project Information Form (11-8-2021)**A. APPLICANT (RPC) INFORMATION**

1. Name of applicant:
2. Applicant's contact person for purposes of application: _
3. Applicant's address:
4. Applicant's phone number:
5. Applicants' e-mail address:
6. Applicant's legal interest in the property to be redeveloped:

☐ Owner ☐ Purchaser ☐ Other

Confirm that applicant or the applicant's qualified environmental professional is authorized to access the property to perform the work for which assistance is sought (attach completed property access agreement)

B. PROPERTY INFORMATION

7. Name and address of property owner, if owner is not the applicant:
8. Interest in the property to be redeveloped:

☐ Reuse by Owner ☐ Reuse by Private Purchaser ☐ Reuse by Public Entity ☐ Other

If Other: _____

9. Property address and SPAN:

10. Size of property (in acres):

11. VTDEC Sites Management Section (SMS) Site #:

C. REQUESTED FUNDING

12. Type of eligible project work being requested:

- ☐ Phase I ESA
- ☐ Phase II ESA
- ☐ Supplemental Assessment: _____
- ☐ Site Specific Quality Assurance Project Plan (SSQAPP)
- ☐ Hazardous Building Materials Assessment (HBM)
- ☐ Evaluation of Corrective Action Alternatives (ECAA)
- ☐ Corrective Action Planning Activities (CAP)
- ☐ Other*

**If other, please explain:*

Provide detailed scope of work as a separate file attachment, if available.

13. Is the project site eligible to participate in VT DEC Brownfields BRELLA program?

☐ Yes ☐ No ☐ Unsure ☐ Already Enrolled # _____

14. Estimated cost of requested work:

15. Briefly describe any previously completed environmental investigation work at the site:

16. Briefly describe the planned or intended re-use of the site and any revitalization plans that have been done:

Please forward this completed application to:
sarah.bartlett@vermont.gov and cingersoll@marcv.org

**MOUNT ASCUTNEY REGIONAL COMMISSION
AMMENDMENT #4 TO
STANDARD SUB-GRANT AGREEMENT
#CVRPC-2019DIBG-01(BUNDLE)**

This AMENDMENT to contract #CVRPC-2019DIBG-01 (Contract), dated April 15, 2020, by and between the **Mount Ascutney Regional Commission (MARC)** (previously SWCRPC), and **Central Vermont Regional Planning Commision (CVRPC)** shall be made effective on this 30th day of October, 2021, for the purposes of extending the contract deadline with revisions to Section 3: Agreement Terms and Deadlines. This is the fourth amendment to this contract.

The Contract amendment is as follows:

1. **Agreement Term and Deadlines:** The period of SUB-GRANTEE's performance shall begin within 90 days of the execution of this agreement and **end on December 1, 2021 April 30, 2022** To be eligible for funding, **all projects must be completed by November 1-March 31, 2022 and all deliverables and project invoicing must be submitted by no later than December 1- April 30, 2022.**

All other language in the Contract remains the same.

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

MOUNT ASCUTNEY
REGIONAL COMMISSION

SUB-GRANTEE

Signature: _____

Signature: _____

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

Name: _____

Title: Executive Director

Title: Executive Director

Date: _____

Date: _____



MEMO

Date: November 9, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Pay Day Change

☒ ACTION REQUESTED: Adopt a revision to the Personnel Policy Manual to change the pay day to Thursday.

CVRPC recently determined that it is not in compliance with Vermont Labor Law related to Pay Day Requirements. The Law requires that “Payday shall be within six (6) days of the last day of the pay period.” CVRPC’s current schedule has payroll on the Friday following the end of a pay period. This is seven (7) days after the last day of the pay period. The Personnel Policy Manual change outlined below is required to meet the Law’s requirements.

3.0 GENERAL WORK CONDITIONS

3.7 Pay Periods

Employees will be paid every two weeks, on the Friday following the pay period. Employees may choose to have wages deposited into the employee’s bank account through direct deposit. Please see the Finance/Office Manager to set up these arrangements.

would be modified to read:

3.7 Pay Periods

Employees will be paid every two weeks, on the ~~Friday~~ Thursday following the pay period. Employees may choose to have wages deposited into the employee’s bank account through direct deposit. Please see the Finance/Office Manager to set up these arrangements.

A complete copy of CVRPC’s Personnel Policy is available at <https://centralvtplanning.org/wp-content/uploads/2021/10/21-09-07-Personnel-Policy-Manual.pdf>. Section 3.7 is on page 8.



MEMO

Date: November 19, 2021
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Diversity, Equity, and Inclusion

✉ **ACTION REQUESTED: Define what is needed to bring a diversity, equity, and inclusion conversation to the Board of Commissioners.**

Below is the link to the presentation on diversity, equity, and inclusion in Vermont by Xusana Davis, State Director of Racial Equity. Ms. Davis gave this presentation to the Bennington County Regional Commission in July 2021. The video link is <http://www.bcrcvt.org/meetings.html>.

Proposed Discussion:

- What parts of the presentation spoke to you most? Why?
- What do you want to know more about?
- Where might the Board and staff need to build a shared understanding?
- How can this conversation be brought to the Board of Commissioners so that CVRPC can develop an action plan?

The Committee also requested that staff provide Barre City's Equity Assessment Tool, which is enclosed. The Tool is based on a tool developed by the State of Vermont.

BARRE CITY

EQUITY ASSESSMENT TOOL FOR POLICY & BUDGETS

Version 1, 2021-03-19, Fillable Form

Barre City is committed to advancing equity for all those who live, work, play, and learn in the city. Through data-informed program design and careful consideration of compounded historical inequity, Barre City Council can craft budgetary and programmatic proposals and plans that align with the City and State's values and meet individual and shared goals. This tool can also be used to review existing policy where needed to meet the goals outlined above.

This guide was closely modeled after the State of Vermont Policy & Budget Equity Impact Assessment Tool developed in 2020, and customized to meet the needs of Barre City.

Instructions: Complete this form as thoroughly as possible and submit with the proposal (e.g policy, plan, budget) and any supporting documentation to the Barre City Diversity and Equity Committee for feedback and recommendations. For questions regarding this form, contact the Chair of the Barre City Diversity and Equity Committee. You may also contact the current State of Vermont Racial Equity Director or Policy and Legislative Affairs Director.

At a minimum you must answer the questions with bolded text: 1-8, 12, 14-16, 17, 21 -22, 24-26

PROPOSAL BACKGROUND

1. Briefly describe the proposal. Include background information regarding the problem the proposal is intended to address.

2. Is the proposal related to COVID-19 response or recovery?
☐ Yes
☐ No
- a. If so, is there federal or other COVID-19-related funding that may support the proposal?

3. What are the intended outcomes of the proposal?

4. What are the consequences of not implementing this proposal?

5. Are there fiscal implications of this proposal for the City of Barre?

- ☐ Yes
☐ No

a. If yes, please describe.

6. Is the proposal evidence-informed?

- ☐ Yes
☐ No

STRATEGIC PLAN, METRICS, GOALS, INDICATORS

7. Does this proposal advance a strategic goal and/or key performance indicator of the Barre City municipal plan or strategic plan (when developed)?

- ☐ Yes
☐ No

a. If yes, which?

8. Are the desired outcomes specific and measurable?

- ☐ Yes
☐ No

9. Do you have sufficient population-level data to understand whether the proposal would address or create any racial disparities?

- ☐ Yes
☐ No

a. If not, what data would be needed?

10. If implemented, can you collect disaggregated demographic data, track it, and evaluate it to assess equity impacts?

- ☐ Yes
☐ No

11. Are there staff trained to analyze the data related to the proposal?

- ☐ Yes
☐ No

CITYWIDE COLLABORATION

12. Which other committees or local stakeholders may have an interest in this proposal or its outcomes?

13. Does the proposal encourage or prioritize contractors led by members of marginalized groups? This may include but is not limited to vendors designated as Minority- or Women-Owned Business Enterprises or Disadvantaged Business Enterprises.

☐ Yes

☐ No

STAKEHOLDERS AND IMPACTED POPULATIONS

14. Describe the proposal's target population. Include demographic information such as race, ethnicity, sexual orientation, gender identity or expression, age, religion, political affiliation etc.

15. How was this target population selected?

16. Did you meaningfully consult with community members in developing this proposal?

☐ Yes

☐ No

a. If so, how?

b. If so, did those community members include persons of color?

17. What geographic areas of the city will be most impacted by the proposal?

a. Is there a larger-than-average population of Vermonters of color in those areas?

☐ Yes

☐ No

18. How will the proposal incorporate cultural concerns of specific groups? (i.e. use of traditional healing practices, use of culturally appropriate diagnostic assessment tools, etc)?

19. Will public written materials generated through this proposal be translated?

☐ Yes

☐ No

a. If so, in which languages?

b. If not, why?

20. Does the proposal involve a social marketing strategy for the target population?
Describe.

BENEFITS AND BURDENS

ADVANCING EQUITABLE IMPACTS

21. Does the proposal seek to reduce disparities for groups of people who are marginalized or underserved?

☐ Yes

☐ No

a. If so, how?

22. What are the anticipated positive outcomes for the target population?

23. Can those positive outcomes be replicated or extended to other groups?

☐ Yes

☐ No

a. If so, which groups may benefit?

24. Does the proposal enhance services to communities that are underrepresented or underserved?

MITIGATING ADVERSE IMPACTS

25. Could a disparate racial impact or other unintended consequence result from the proposal?

☐ Yes

☐ No

a. If yes, what steps are you taking to mitigate the disparate impact?

b. Beyond the steps described in part (a) of this question, what additional steps could any entity take to mitigate the disparate impact?

26. Is there a disparate impact for any other marginalized group (including but not limited to groups identified by national origin, religion, sexual orientation, gender identity or expression, age, etc.)?

☐ Yes

☐ No

a. If yes, what steps are you taking to mitigate the disparate impact?

b. Beyond the steps described in part (a) of this question, what additional steps could be taken to mitigate the disparate impact?

GLOSSARY

Minority- or Women-Owned Business Enterprise (M/WBE): Businesses that are at least 51% owned and substantially managed by people of color and/or people identifying as women

Disadvantaged Business Enterprise (DBE): As defined by the U.S. Department of Transportation, DBEs are “for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged[...].”

Marginalized population/group: Communities or groups that have historically experienced systemic barriers to access, resources and infrastructure investments. It may include communities of color, women, sexual orientation, transgender individuals who identify along the gender spectrum, immigrants and refugees, people with disabilities and others who have received limited access to benefits, services, investments and resources from public/private institutions, including the State of Vermont.

Equity: The condition that would be achieved when a person’s race or other demographic group membership is no longer predictive of that person’s life outcome.



MEMO

Date: November 22, 2021
 To: Executive Committee
 From: Bonnie Waninger, Executive Director
 Re: Discussion of FY23 Nominating Committee

⊗ ACTION REQUESTED: No action is required. This is a discussion item to prepare the Committee for its January action item to recommend the FY23 Nominating Committee to the Board.

CVRPC's Bylaws charge the Executive Committee with nominating candidates for the Nominating Committee. Nominees shall be submitted at the January Board meeting. The Executive Committee discusses prospective candidates for the Nominating Committee at its December meeting so that it can approach candidates and assess their interest in accepting a nomination in advance of nominating them.

The Nominating Committee consists of three (3) Commissioners or Alternate Commissioners. The duties of the Nominating Committee are to identify and recommend to the Board a slate of candidates for the positions of Chair, Vice Chair, Secretary/Treasurer and at-large members of the Executive Committee, and candidates for Standing and Special Committees and Board-appointed representatives to other organizations.

CVRPC's practice has been to disallow a Board member from serving on the Nominating Committee for two consecutive years. The FY22 Nominating Committee consisted of Julie Potter, Gerry D'Amico, and Peter Carbee. A list of Commissioners and Alternate Commissioners is enclosed.

Municipality	Appointed Member
Barre City	Janet Shatney, Sec/Treas Vacant, Alt.
Barre Town	Byron Atwood George Clain, Alt
Berlin	Robert Wernecke Karla Nuissl, Alt.
Cabot	Amy Hornblas

Municipality	Appointed Member
Calais	John Brabant Jan Ohlsson, Alt.
Duxbury	Alan Quackenbush
E. Montpelier	Clarice Cutler (Interim) Vacant, Alt.
Fayston	Russ Bowen
Marshfield	Robin Schunk
Middlesex	Ron Krauth
Montpelier	Marcella Dent Mike Miller, Alt.
Moretown	Dara Torre Joyce Manchester, Alt
Northfield	Laura Hill-Eubanks
Orange	Lee Cattaneo
Plainfield	Paula Emery Bob Atchinson, Alt.
Roxbury	Gerry D'Amico, Vice-Chair
Waitsfield	Don La Haye Harrison Snapp, Alt.
Warren	Vacant J. Michael Bridgewater, Alt.
Washington	Peter Carbee
Waterbury	Steve Lotspeich, Chair
Williamstown	Richard Turner Jacqueline Higgins, Alt.
Woodbury	Michael Gray
Worcester	Bill Arrand



MEMO

Date: November 16, 2021
To: CVRPC Executive Committee
From: Bylaw Work Group
Subject: Recommendations for Bylaw Updates

✉ **Action Requested:** Amend the proposed bylaw amendment based on discussion at the meeting.

Why are these amendments being proposed?

The Commission adopted a substantial update to its bylaws on December 10, 2019. Questions, suggested changes, and requested clarifications have arisen since that time. The Executive Committee felt it would be prudent to reflect back on how updated bylaws are working after they had been in use for more than a year. It established a Bylaw Work Group to determine what, if any, changes might be recommended.

How were the proposed amendments developed?

In January 2021, the Executive Committee established a Work Group to review the bylaws to ascertain how previous updates were working. Work Group members were Steve Lotspeich, Michael Gray, and George Clain. Executive Director Bonnie Waninger provided staff support. The working group met twice a month from February through November 2021.

The Work Group completed a line-by-line review of the current bylaws. It prepared draft amendments that clarified text, revised Standing Committee language to separate purpose and duties, added a new "Fiscal Provisions" section, and clarified the amendment process.

What significant changes are being proposed to the bylaws?

- The role of the Chair was clarified.
- Consistent information included in committee Rules of Procedure was incorporated into Sections 403 and 404.
- The section on Standing Committees was substantially revised and reordered to clarify committee purpose and to separate it from committee duties.
- Duties for the Project Review Committee were expanded to include evaluating [Federal Energy](#)

[Regulatory Commission \(FERC\) license applications and renewals](#). FERC issues hydro power licenses and pumped storage projects. Staff currently completes these reviews.

- Terms of office for appointments to other bodies were clarified.
- The process for filling vacancies beyond officers and the Executive Committee was clarified.
- The use of electronic meetings was enabled.
- The Executive Director's existing authority to approve and sign funding applications and proposals was incorporated.
- A new article, Fiscal Provisions, was added. Indemnification language was removed as Board members are appointed by municipalities, not CVRPC. The language was replaced with a requirement for CVRPC to carry Public Officials liability insurance or equivalent. A requirement to require bonding of positions with fiduciary responsibilities was added, pending a determination of its affordability.
- Draft language was included related to Whistleblower Protections, pending receipt of an attorney's opinion as to whether this language is most appropriate in a bylaw, the Commission's Code of Conduct and Conflict of Interest Policy, or contracts.
- The bylaw amendment process was expanded.

Please refer to the tracked changes version of the Bylaws dated 11/16/21, which identifies all proposed revisions.

Issues Recommended for Executive Committee Discussion

Multiple questions arose on Section 502, Elections regarding whether the elections process should be revised and/or clarified. The Work Group did not make changes to this section. It recommends the Executive Committee discuss the questions raised. The specific questions include:

- Is the nominations process clear regarding how it works in relationship to a slate?
- Should wording specify ballots are "sent" or "mailed"?
- Should Alternates be permitted to vote in the event a Commissioner does not return a ballot? If so, ballots of Alternates would only be opened if the Commissioner did not vote.
- Should the bylaws specify that the mail-in ballot process be the same as for Vermont General Elections?
- Should the bylaws specify the tie break vote be secret?

For Section 1004, Amendments to Bylaws, the Work Group did not reach consensus on modifications to clarify the amendment process. The issue for discussion is the role of the Executive Committee in presenting proposed bylaw amendments to the Board. Attachment A includes language included in the adopted bylaw and two alternatives discussed by the Work Group.

What is the process to amend the bylaws?

Under the current bylaws (Article X), there is a 3-step process to amend the bylaws:

- A. Place the proposed amendment on the agenda for a regularly scheduled meeting of the Board. This can be done by the Board or by the Executive Committee.
- B. Discuss the proposed amendment at the next regularly scheduled Board meeting. The proposed amendment can be amended at this meeting. An affirmative vote of the Board is required for the proposed amendments to proceed to a final vote at the next regular Board meeting.
- C. The proposed bylaws amendment (with any amendments) is voted on at the next regular Board meeting. No additional amendments may be made. 60% of commissioners must vote to approve the bylaws amendments for the amendments to pass and take effect.

ATTACHMENT A
Language Options for Proposed Bylaw Amendments

CURRENT BYLAW LANGUAGE

Section 908: Amendments to Bylaws

- A. A proposed amendment shall be placed on the agenda for any regularly scheduled meeting of the Board by vote of the Board or by vote of the Executive Committee.
- B. The proposed amendment shall be discussed at the next regular meeting of the Board and may be amended at that meeting. An affirmative vote of the Board is required to advance the agreed upon proposed amendment. That vote must direct that the final proposed amendment be placed on the agenda of a subsequent regular meeting for a final vote.
- C. After the affirmative vote described in 908B, a proposed amendment shall be placed on the agenda for a final vote at a subsequent regular meeting of the Board. No amendment to the proposed amendment shall be allowed at the Board meeting during which the final vote is taken.
- D. The proposed amendment shall become effective upon the affirmative vote of 60% of the Commissioners. If a 60% affirmative vote is not attained, the proposed amendment fails.

ALTERNATIVE LANGUAGE #1

Section 1004: Amendments to Bylaws

- A. A proposed amendment shall be submitted in writing to the Executive Director.
- B. The proposed amendment shall be placed on the Executive Committee agenda for its consideration prior to being placed on the Board agenda. Upon affirmative vote of the Executive Committee, a draft proposed amendment shall be placed on the agenda for any regularly scheduled meeting of the Board.
- C. A draft proposed amendment shall be placed on the agenda for any regularly scheduled meeting of the Board by affirmative vote of the Executive Committee.
- D. The draft proposed amendment shall be discussed at the next regular meeting of the Board and may be amended at that meeting. An affirmative vote of the Board is required to advance the agreed upon final proposed amendment. That vote must direct that the final proposed amendment be placed on the agenda of the subsequent regular meeting for a final vote.
- E. After the affirmative vote described in 1004D, the proposed amendment shall be placed on the agenda for a final vote at the subsequent regular meeting of the Board. No amendment to the proposed amendment shall be allowed at the Board meeting during which the final vote is taken.
- F. The proposed amendment shall become effective upon the affirmative vote of 60% of the Commissioners. If a 60% affirmative vote is not attained, the proposed amendment fails.

ALTERNATIVE LANGUAGE #2**Section 1004: Amendments to Bylaws**

- A. A proposed amendment shall be submitted in writing to the Executive Director and shall be placed on the agenda of the next Board meeting where it shall be discussed.
- B. An affirmative vote of the Board is required to advance the agreed upon amendment to the subsequent regular meeting of the Board for a final vote.
- C. No amendments to the shall be allowed at the Board meeting during which the final vote is taken.
- D. The proposed amendment shall become effective on the affirmative vote of the Board. If not attained, the proposed amendment fails.



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6 **ARTICLES OF CONSITITUTION AND BYLAWS OF**
7 **THE CENTRAL VERMONT REGIONAL PLANNING COMMISSION**
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15 **Amended by the Commissioners on December 10, 2019**
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17 **Draft as of 11/16/21**

18 **Yellow highlight signifies item awaiting additional information**
19

**ARTICLES OF CONSTITUTION AND BYLAWS OF
THE CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

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**ARTICLES OF CONSTITUTION AND BYLAWS OF
THE CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

ARTICLE 1: NAME AND ADDRESS

The name of this organization shall be the Central Vermont Regional Planning Commission, hereinafter referred to as CVRPC. The principal address of CVRPC shall be the address of its offices.

ARTICLE 2: POWERS AND PURPOSES

Section 201: Legal Basis

The legal basis of CVRPC is established in the Vermont Municipal and Regional Planning and Development Act, codified at 24 V.S.A. Sections 4301 et seq. [Chapter 117] (hereinafter referred to as the “Act”), and other such laws as may be enacted by the General Assembly of the State of Vermont.

Section 202: General Purpose

The purpose of CVRPC is to assist Central Vermont municipalities in providing effective local government and to work cooperatively with them to address regional issues. CVRPC shall coordinate and assist in efforts to promote the present and future health, safety and general welfare of the people of Central Vermont through planning and development activities.

Section 203: Regional Planning

CVRPC shall prepare and adopt a Regional Plan in accordance with the provisions of 24 V.S.A. Sections 4348 and 4348(a) and (b) and consistent with the goals of 24 V.S.A. Section 4302.

CVRPC shall undertake other activities or duties as required or permitted by state or federal law including, but not limited to, those outlined in 24 V.S.A Sections 4345, 4345(aA), 4348, and 4350- and 4352.

Section 204: Municipal Planning

CVRPC shall assist municipalities and their respective local boards, commissions and committees in developing and implementing municipal plans to promote the health, safety and welfare of residents and the local and regional areas with which CVRPC is concerned.

CVRPC may advise municipal governing bodies in all aspects of municipal governance.

Section 205: Studies, Plans and Implementation

In accordance with the provisions of 24 V.S.A. Section 4345, CVRPC may undertake comprehensive planning and studies, and make recommendations on land development; urban renewal; transportation; economic, industrial, commercial and social development; urban beautification and design improvements; historic and scenic preservation; capital investment

plans; and natural resource protection. CVRPC may also implement, with the cooperation of municipalities within the region, programs for the appropriate development, improvement, protection and preservation of the region's physical and human resources.

Section 206: Municipal Service Agreements

CVRPC may enter into municipal service agreements, upon complying with the requirements set forth at 24 V.S.A. Section 4345(bB), to promote cooperative arrangements and coordinate, implement and administer service agreements among municipalities; including arrangements and actions with respect to planning, community development, joint purchasing, inter-municipal services, infrastructure and related activities. Upon adoption of a municipal service agreement in accordance with Article 8 of these Bylaws, CVRPC may exercise any power, privilege, or authority, as defined within the municipal service agreement, capable of exercise by a municipality (subject to applicable state or federal law) as necessary or desirable for dealing with problems of local or regional concern.

Section 207: Other Duties and Responsibilities

CVRPC may perform other acts or functions as it may deem necessary or appropriate to fulfill the intent and purposes of the Act; to meet the obligations imposed by federal, state and local law or regulations; and other duties and responsibilities that the Board of Commissioners deems appropriate.

ARTICLE 3: MEMBERSHIP AND REPRESENTATION

Section 301: Member Municipalities

CVRPC serves the Central Vermont Region, consisting of the following municipalities in Washington and Orange Counties: Barre Town, City of Barre, Berlin, Cabot, Calais, Duxbury, East Montpelier, Fayston, Marshfield, Middlesex, City of Montpelier, Moretown, Northfield, Orange, Plainfield, Roxbury, Waitsfield, Warren, Washington, Waterbury, Williamstown, Woodbury and Worcester. All municipalities within the Central Vermont Region are members of CVRPC.

Section 302: Appointment and Terms of Commissioners and Alternates

- A. Representation on the CVRPC shall be by commissioners or assigned alternates. The legislative body of each member municipality may appoint one commissioner (a "Commissioner") and one alternate (an "Alternate") to the CVRPC Board of Commissioners (the "Board").
- B. Municipal legislative bodies shall certify the appointment of their Commissioner and Alternate in writing to CVRPC. Commissioners and Alternates begin serving immediately upon certification of appointment unless otherwise specified in the appointment. Prospective Commissioners and Alternates may not vote or otherwise formally serve until such appointment has been certified.

- 1 C. Terms for Commissioners and Alternates are one year, from July 1 to June 30.
2 Commissioners and Alternates may be appointed to serve successive terms.
- 3 D. Commissioners and Alternates who are appointed mid-term shall serve out the term
4 ending June 30 and may continue serving for the subsequent term starting July 1
5 without recertification. Once a Commissioner or Alternate serves a complete term the
6 appointment must be re-certified for the next term beginning on July 1.
- 7 E. A Commissioner or Alternate may continue serving until reappointed or until a
8 successor is appointed.
- 9 F. Commissioners and Alternates serve at the pleasure of the appointing legislative body,
10 which may revoke a Commissioner or Alternate's appointment at any time pursuant to
11 24 V.S.A. Section 4343(a).
- 12 G. ~~In the absence of the a Commissioner~~ When a Commissioner is unable to participate at
13 any meeting of the Board, the Alternate shall sit as the Commissioner and exercise all of
14 the authority of the Commissioner at that meeting.
- 15 H. Alternates shall not participate in place of Commissioners on committees or in any
16 office.
- 17 I. In the event of the death, resignation, disqualification or removal of a Commissioner or
18 Alternate, a successor shall be appointed ~~promptly~~, as provided in subsection 302A.

19 Section 303: Voting

- 20 A. Each Commissioner shall have one vote in all actions taken by the Board.
- 21 B. A Commissioner may make a motion to "postpone" ~~Pp~~rior to any vote on any matter
22 before the Board, a Commissioner may request time and opportunity to consult with
23 the Commissioner's municipal legislative body. ~~before casting a vote on such matter.~~
24 When so requested, the vote ~~may~~shall be postponed pending approval of the Board,
25 unless such postponement results in violation of the Act or other Vermont law.

26 Section 304: Resignation

27 Any resignation of a Commissioner or Alternate shall be submitted to CVRPC in writing.

28 Section 305: Attendance

29 If a Commissioner is absent without ~~good reason~~ notification to the Chair and/or staff for three
30 sequential Board meetings, the Chair shall contact that Commissioner to determine whether
31 the Commissioner has a continued interest in serving and availability to serve on the Board.

32 ARTICLE 4: ORGANIZATION

33 Section 401: Board of Commissioners

1 The Board shall consist of the Commissioners and Alternates, when serving as the
2 Commissioner. ~~serving in the absence of a Commissioner.~~ It shall be the duty of each
3 Commissioner to regularly report on the activities of CVRPC to the legislative body and the local
4 planning commission of the municipality of the Commissioner's appointment.

5 **Section 402: Officers**

6 A. CVRPC's officers shall consist of a chair (the "Chair"), vice chair (the "Vice Chair"), and
7 secretary/treasurer (the "Secretary/Treasurer"), each of whom shall be duly appointed
8 Commissioners of member municipalities.

9 B. Duties of officers shall be as follows:

- 10 1. The Chair shall call meetings of the Board and the Executive Committee and shall
11 preside at these meetings. The Chair shall prepare, and cause to be distributed,
12 an agenda for the Executive Committee meetings and a draft agenda for the
13 Board meetings to be approved by the Executive Committee. Upon approval by
14 the Executive Committee, the Chair shall ensure distribution of the Board
15 agenda. ~~The Chair shall prepare and cause to be distributed to members, an~~
16 ~~agenda for all Board and Executive Committee meetings.~~ The Chair shall
17 perform such other duties as are normal or customary to the office, or which
18 may be assigned by the Board. The Chair shall cast a vote on all issues voted on
19 at a Board or Executive Committee meeting, unless the Chair wishes to abstain
20 or has recused ~~themselves~~themselves.
- 21 2. The Vice Chair shall act as Chair in the absence or incapacity of the Chair and
22 shall perform such other duties as may be assigned by the Board. The Vice Chair
23 may also advise the Chair on parliamentary issues. The Vice Chair shall act as
24 Secretary/Treasurer in the absence or incapacity of the Secretary/Treasurer.
- 25 3. The Secretary/Treasurer shall be CVRPC's recording officer and the custodian of
26 its records, except ~~as for~~ those duties that are delegated to CVRPC staff. The
27 Secretary/Treasurer shall perform all duties customary to that office, including
28 overseeing all CVRPC financial records and overseeing minutes of Board
29 meetings and ~~such~~ Committee meetings ~~as the Chair may designate.~~

30 C. Additional officer duties may be assigned by a policy adopted by the Board.

31 **Section 403: Standing Committees**

32 A. General

- 33 1. Standing committees (the "Standing Committees") have a long-term role in
34 CVRPC's operations and core programs. All Standing Committees are advisory to
35 the Board unless otherwise specified by the Board. Board decisions shall be
36 documented in the committee's Rules of Procedure.

2. The Board shall elect Standing Committee members at its annual meeting unless otherwise specified.
3. Each Standing Committee shall have, and be responsible for drafting modifications to their, rules of procedure (the “Rules of Procedure”) to be approved by the Board. (the “Rules of Procedure”). The Rules of Procedure shall specify the committee’s purpose, general activities, role, membership, voting procedures, officers, elections, attendance and quorums, communication and coordination, adherence to CVRPC’s conflict of interest policy, and adoption of organizational procedures. The Board may assign additional duties to any committee.
34. Standing Committees shall have a Chair and Vice Chair, which shall be elected by the committee.
5. The advice, input, and opinions, and decisions provided to outside parties by any committee may be reviewed, confirmed or reversed by the Board.
65. Standing Committees may establish subcommittees and workgroups as needed to accomplish committee business. Subcommittees and workgroups must adhere to the same requirements as the Special Committee.
467. Unless otherwise specified in the Rules of Procedure, all Standing Committee members are eligible to vote on committee business.
578. All Standing Committees shall maintain meeting minutes. Standing Committees shall report to the Board as it directs. The Board shall “accept” committee reports to signify it has received the report

B. Executive Committee

1. The executive committee (the “Executive Committee”) shall consist of seven Commissioners (in accordance with 24 V.S.A. Section 4343(b)), which are including the three (3) officers of the Board and four (4) at-large members who shall be elected at the Annual Meeting. Duly-appointed Commissioners who have an attendance record that shows dedication to CVRPC, served on the Board for at least one year, and participated on one or more committees during their term are eligible for Executive Committee membership. The officers of the Board shall be the officers of the Executive Committee.
2. The purpose of the Executive Committee is to facilitate the general operation of the Commission by acting on behalf of the Commission. is to support the Board by facilitating the general operation of CVRPC as directed by the Board and to act on behalf of the Board in the absence of a Board quorum when time precludes the delay of decision or action.
3. The and duties of the Executive Committee shall be to:

- a. Oversee and approve an annual work plan and budget for CVRPC, including budget adjustments.
- b. Recommend ~~Set~~ municipal dues.
- c. Oversee and approve an organizational plan for CVRPC.
- d. Authorize and accept grants, agreements and contracts with outside organizations and agencies.
- e. Review and accept the annual audit.
- f. Approve the addition and elimination of staff positions as recommended by the executive director. Adopt job descriptions and wage ranges for staff positions.
- g. Adopt and oversee personnel, financial, procurement, operational and administrative policies and procedures.
- h. Monitor emerging issues affecting CVRPC and inform the Board as appropriate.
- i. Approve agendas for Board meetings.
- j. Recommend to the Board or, if timing requires, take appropriate action on policy issues, including legislative issues, state or federal plans and policy, regional planning commission allocation formulas or other issues affecting the Central Vermont Region and its municipalities.
- ~~k. Act on behalf of the Board in the absence of a quorum of the Board when time precludes the delay of decision or action until the next regular meeting of the Board.~~
- ~~l.~~ Nominate candidates for the Nominating Committee, taking demonstrated commitment to CVRPC into account.
- ~~l.~~ Review committee Rules of Procedure drafted by committees. Draft Rules of Procedure for new committees. Recommend revised or new Rules to the Board.
- ~~m.~~ Carry out other actions adopted by the Board in accordance with 24 V.S.A. Section 4343(b) or as directed ~~by a policy adopted~~ by the Board.

C. Nominating Committee

1. The nominating committee (the “Nominating Committee”) shall consist of three (3) Board members, one of whom may be an Alternate Commissioner. Board members Commissioners or Alternate Commissioners. At least two (2) members shall be Commissioners and no more than one (1) member shall be an Alternate Commissioner. The Executive Committee shall nominate candidates for the

~~Nominating Committee, taking demonstrated commitment to CVRPC into account.~~ Nominees shall be submitted at the January Board meeting, and additional nominations may be made from the floor. The Board shall elect the Nominating Committee annually at its January meeting.

2. The purpose ~~and duties~~ of the Nominating Committee ~~shall be to seek out qualified candidates to be nominated for election or appointment of Officers of the Board, at-large members of the Executive Committee, Standing and Special Committees, and other organizations for which CVRPC appoints a representative.~~ is to support the Board by seeking and nominating qualified candidates for positions and committees when directed by the Board.

3. The duties of the Nominating Committee shall be:

- a. ~~Identify and r~~Recommend to the Board a slate of candidates for the Board positions of Chair, Vice Chair, and Secretary/Treasurer ~~Identify and recommend to the Board a slate of candidates for the positions of Chair, Vice Chair, Secretary/Treasurer and at-large members of the Executive Committee.~~
- b. ~~Identify and r~~Recommend to the Board candidates for Standing and Special Committees.
- c. ~~and Recommend~~ CVRPC representatives appointed by the Board to other organizations and for other positions when directed by the Board.

D. Regional Plan Committee

1. The regional plan committee shall consist of five (5) Board members, two (2) of whom may be Alternate Commissioners. (the "Regional Plan Committee"). ~~who shall be elected at the Board's Annual Meeting. At least three (3) members shall be Commissioners and no more than two (2) members shall be Alternate Commissioners.~~
2. The purpose ~~and duties~~ of the Regional Plan Committee ~~shall be to recommend updates to the Central Vermont Regional Plan and to oversee the Plan's implementation.~~ is to support the Board by making recommendations to the Board regarding CVRPC's duties as specified within 24 V.S.A. Section 4345a(5), preparation of a regional plan and amendments, and implementation of the regional plan.
3. The duties of the Regional Plan Committee shall be to:
- a. Oversee development and maintenance of the Regional Plan, pursuant to 24 V.S.A. Section 4347 and the requirements and allowances in 24 V.S.A. Section 4348(b), and make recommendations for approval by the Board.

- b. Provide advice and recommendations on plans, policies, programs, budgets, and issues related to Plan implementation.
- c. Oversee other tasks related to the Regional Plan as assigned by the Board or required or permitted by the Act.

E. Project Review Committee

1. The project review committee (the “Project Review Committee: shall consist of five (5) members plus one (1) alternate committee member, each of whom shall be a Commissioner or an Alternate Commissioner. Two (2) of the committee members may be Alternate Commissioners.
2. The purpose of the Project Review Committee shall offer advice, input and opinions on proposed Act 250 and Section 248 projects, compatible with the plans, policies, positions or resolutions adopted by the Board of Commissioners. Project Review Committee advice, input and opinions may be reviewed, confirmed or reversed by the CVRPC Board at the Board’s discretion. is to support the Board by fulfilling the CVRPC’s statutory role as specified within 24 V.S.A. Section 4345a(13) and (14) and to aid other parties to make conformance determinations when directed by the Board. These items are commonly referred to Act 250 (10 V.S.A. Chapter 151) and Section 248 (30 V.S.A. Chapter 5).
3. The ~~purpose and~~ duties of the Project Review Committee shall be to:
- a. Evaluate Act 250 and Section 248 development projects relative to conformance with the Regional Plan.
- b. Evaluate Federal Energy Regulatory Commission (FERC) license applications and renewals relative to conformance with the Regional Plan.
- ~~bc.~~ Provide input and recommendations to the State, on behalf of the Board, regarding Act 250 and Section 248 projects. Offer advice, input, and opinions to applicants, the District Environmental Commission, the Vermont Public Utility Commission, and other organizations and individuals as appropriate, consistent with plans, policies, positions or resolutions adopted by the Board.
- ~~ed.~~ Provide recommendations guidance to the staff and the Regional Plan Committee on amendments or changes to the Substantial Regional Impact criteria.
- ~~de.~~ Provide the Board copies of all written decisions and recommendations regarding Act 250 and Section 248 projects.

F. Municipal Plan Review Committee

1. The municipal plan review committee (the “Municipal Plan Review Committee”) shall consist of five (5) Board members ~~who shall be elected at the Board’s Annual Meeting. At least two (2) members shall be Commissioners and no more than two (2) of whom may be~~ members shall be Alternate Commissioners.
2. The purpose ~~and duties~~ of the Municipal Plan Review Committee shall be to ~~The Municipal Plan Review Committee serves in an advisory capacity to the CVRPC Board of Commissioners in the review and approval of member municipalities plans as specified within 24 VSA Chapter 117 HYPERLINK "https://legislature.vermont.gov/statutes/section/24/117/04350" §4350(b) and HYPERLINK "https://legislature.vermont.gov/statutes/section/24/117/04352" §4352(b) and (c) of Vermont Statute.~~ support the Board by making recommendations to the Board regarding the Commission’s duties as specified within 24 V.S.A. Sections 4350(a) and (b), Review and consultation regarding municipal planning effort, subsections (a) and (b), and Section 4352, Optional determination of energy compliance; enhanced energy planning, subsection (b), Municipal plan determination of energy compliance.
3. The duties of the Municipal Plan Review Committee shall be to:
 - a. Review municipal plans for conformance to statutory requirements, in accordance with 24 V.S.A. Section 4350(b), and make recommendations regarding ~~for~~ approval to the Board.
 - b. Review municipal enhanced energy plans for determination of energy compliance, in accordance with 24 V.S.A. Section 4352(b), and make recommendations regarding certification to the Board.
 - c. Review municipal planning processes, in accordance with 24 V.S.A. Section 4350(a), and make recommendations for confirmation to the Board.
 - d. Review the compatibility of all municipal plans at least every eight years and in accordance with 24 V.S.A. Section 4345a(9) and report its findings to the Board.
 - e. Provide guidance to municipalities about future plan updates and ways to strengthen planning efforts.

G. Transportation Advisory Committee

1. The transportation advisory committee (the “Transportation Advisory Committee”) shall consist of municipal representatives of member municipalities and representatives from transportation-related groups. Each ~~of the~~ member

municipalities of CVRPC in the Central Vermont Region is eligible to appoint one voting member and one alternate to the Transportation Advisory Committee. Municipal participation is discretionary and determined by appointment by the municipality's legislative body. ~~Upon the approval of 51% of the Transportation Advisory Committee, other transportation related groups will be invited to appoint one voting member and one alternate to the Transportation Advisory Committee.~~

2. Municipal legislative bodies shall certify the appointment of the committee member and alternate in writing to CVRPC. Committee members and alternates begin serving immediately upon certification of appointment unless otherwise specified in the appointment.

~~3. Terms for committee members and alternates are one year, from July 1 to June 30. Committee members and alternates may be appointed to serve successive terms.~~

43. Committee members and alternates who are appointed midterm shall serve out the term ending June 30 and may continue serving for the subsequent term starting July 1 without recertification. Once a committee member or alternate serves a complete term, the appointment must be re-certified for the next term beginning on July 1. If reappointed by their municipality, Committee members and alternates may serve successive terms ~~Committee members and alternates may continue serving until reappointed or~~ until a successor is appointed.

5. ~~The Transportation Advisory Committee shall be advisory to the Board. The Transportation Advisory Committee will offer advice, input, and opinions to the Vermont Agency of Transportation and other organizations and individuals as appropriate, provided that they are compatible with plans, policies, positions or resolutions adopted by the Board. Transportation Advisory Committee advice, input and opinions may be reviewed, confirmed or reversed by the Board at the Board's discretion. New or amended plans, policies, positions or resolutions by the Transportation Advisory Committee shall be approved by the Board.~~

64. The purpose of the Transportation Advisory Committee ~~shall be to oversee the CVRPC's transportation planning program in accordance with CVRPC's plans, policies, and procedures, to act as a liaison between local communities and the Vermont Agency of Transportation (VTrans), and to provide local and regional input regarding transportation issues important to the region.~~ is to support and be advisory to the Board by ensuring local consultation and broad citizen participation in CVRPC and State of Vermont transportation planning programs.

5. ~~The and~~ duties of the Transportation Advisory Committee shall be to:

- a. Oversee the CVRPC transportation planning program in accordance with CVRPC plans, policies and procedures, including. ~~This includes~~ assisting

with the development of CVRPC's annual transportation work program and budget.

b. Develop and update a regional transportation element as part of the Regional Plan.

c. Provide recommendations on funding and prioritization for the Vermont Agency of Transportation's Capital Budget and State Transportation Improvement Program.

d. Act as a liaison between local communities and the Vermont Agency of Transportation.

e. Provide local and regional input to the Board and the Vermont Agency of Transportation regarding transportation issues important to the region.

Section 404: Special Committees

A. The Board may create special committees ("Special Committees") as needed to address specific tasks or to oversee or advise CVRPC projects or programs.

B. Special Committees may include Commissioners, Alternates, topic experts, interest group representatives, or other public representatives as appropriate to accomplish the purpose of the Special Committee. The Board shall appoint Commissioners or Alternates to serve as members of Special Committees. Special Committee members who are not Commissioners or Alternates shall be appointed as specified in the Special Committee's Rules of Procedure as outlined below in Section 404.E.

C. Special Committees shall be advisory to the Board. Special Committees may offer advice, input, and opinions to agencies, other organizations and individuals as appropriate, provided that they are compatible with plans, policies, positions or resolutions adopted by the Board.

D. The advice, input, and opinions provided to outside parties by any committee may be reviewed, confirmed or reversed by the Board.

E. Each Special Committee shall have Rules of Procedure approved by the Board. The Rules of Procedure shall specify the committee's purpose, general activities, role, membership, voting procedures, officers and elections, attendance and quorums, communication and coordination, adherence to CVRPC's conflict of interest policy and other required ~~conflict of interest~~ policies, and adoption of organizational procedures.

~~D.F.~~ Special Committees may establish subcommittees and workgroups as needed to accomplish committee business. Subcommittees and workgroups must adhere to the same requirements as the Special Committee.

~~E.G.~~ Unless otherwise specified in the Rules of Procedure, all committee members are eligible to vote on committee business.

1 ~~FH.~~ Special Committees shall ~~maintain meeting minutes~~ follow Vermont Open Meeting and
2 Public Records Law and report to the Board as it directs.

3 **Section 405: Appointed Representatives**

4 The Board may appoint Commissioners, Alternates or CVRPC staff to represent CVRPC on state
5 councils or the governing bodies of other organizations. Appointments shall be made at the
6 Annual Meeting, or when representation is requested.

7 **Section 406: Staff**

8 A. CVRPC staff shall consist of an executive director (the “Executive Director”) and any
9 other administrative or technical staff as approved by the Executive Committee.

10 B. The Executive Director and staff shall implement the work plan approved by the
11 Executive Committee and undertake other duties assigned by ~~as~~ the Board or Executive
12 Committee ~~assign~~.

13 C. All personnel matters shall be managed in accordance with the adopted Personnel
14 Policies. Job descriptions for all staff shall be kept on file.

15 D. No person seeking employment or having business with CVRPC shall be discriminated
16 against for reasons of race, color, national origin, ancestry, place of birth, religion,
17 gender identity, sexual orientation, pregnancy, age, marital status, military/veteran
18 status, genetic information, physical or mental disability, HIV status or any other
19 characteristic protected by state or federal law.

20 **ARTICLE 5: NOMINATIONS, ELECTIONS, APPOINTMENTS AND TERMS**

21 **Section 501: Nominations**

22 A. The Nominating Committee will be appointed in accordance with Section 403C.

23 B. ~~The Nominating Committee shall seek to balance the interests of CVRPC in order to have~~
24 ~~the Executive Committee and Standing Committees be as reflective of the Board as~~
25 ~~possible.~~

26 ~~C. The Nominating Committee shall follow its adopted Rules of Procedure and the adopted~~
27 ~~Nominating Committee Guidelines.~~

28 ~~D.~~ The Nominating Committee shall present an initial slate of Board Officers and at-large
29 Executive Committee members at the Board’s April regular meeting, with a final draft
30 slate of candidates presented at the May regular meeting. Additional candidates may
31 be nominated from the floor at the May regular meeting provided the candidate is
32 present to accept the nomination, or has provided the Chair written acceptance if
33 nominated ~~the nomination in writing~~, at which time nominations will be closed, and
34 those nominations added to the slate.

1 ~~EC.~~ The Nominating Committee shall present a slate of other Standing and Special
2 Committee members and ~~other~~ appointed representatives to other organizations, at the
3 Board's May regular meeting. Additional candidates may be nominated from the floor
4 at the May regular meeting, at which time nominations will be closed, and those
5 nominations added to the slate.

6 Section 502: Elections

7 A ballot, containing the final slate of Officers, at large members of the Executive Committee,
8 ~~and candidates for~~ other committees ~~s-candidates~~, and representatives to other organizations
9 shall be sent not more than five (5) days after the May regular meeting to all Commissioners.
10 The Secretary/Treasurer shall oversee vote counting and shall announce the results at the
11 Annual Meeting. The candidates receiving the most votes shall be elected. In the event of a
12 tie, the Board shall vote to break the tie at the Annual Meeting.

13 Section 503: Terms of Office

14 A. The terms of office for Officers and the Executive Committee are one year, from July 1
15 to June 30.

16 B. The terms of office for other committees ~~and appointments~~ shall be one year, from July
17 1 (or the date of appointment) to June 30, unless otherwise specified in the
18 Committee's Rules of Procedure.

19 C. Terms of office for appointments to other bodies shall reflect the term of the other
20 body. If the other body does not designate a term, the term shall be one year, from July
21 1 (or the date of appointment) to June 30.

22 ~~ED.~~ For the terms of office for Commissioners and Alternates, see Section 302C of these
23 Bylaws.

24 Section 504: Vacancies

25 A. In the event that any Officer or Executive Committee position is vacated, such vacancy
26 shall be filled ~~by~~ from nominations from the floor at the next regular Board meeting.
27 Members so elected shall hold office only for the balance of the current year or until
28 their successors are elected and installed.

29 B. In the event of the death, resignation or inability to act as a Commissioner, member of
30 all other committees, or appointee, a successor shall be elected or appointed using the
31 same process as provided in the case of the original election or appointment.

32 ~~A. Committee Rules of Procedure shall address vacancies on other committees.~~

33 Section 505: Removal from Office

34 A. Any Officer, ~~or~~ member of any committee or representative to another body elected by
35 the Board may be removed from their committee or representatives position a
36 ~~committee~~ for violations of CVRPC's adopted Code of Conduct and Conflict of Interest

Policy. Removal requires a 60% vote of ~~the Board~~all members of the Board. Any action for removal must be warned one month in advance of the Board meeting at which such a vote will be taken.

- B. Commissioners and Alternates may only be removed from the Board through action by their municipal governing body, in accordance with Section 302F.

ARTICLE 6: MEETINGS

Section 601: Open Meeting Law

All meetings of the Board and committees established by the Board are subject to the Vermont Open Meeting Law (codified at 1 V.S.A. Sections 310-314 and any amendments).

In addition to requirements of Vermont Open Meeting Law, and except as otherwise provided in these bylaws, meetings of the Board and committees established by the Board may be conducted via telephone or through use of Internet meeting services designated by CVRPC. These electronic meetings shall be subject to all rules adopted by the Board or the Commission to govern them, which may include any reasonable limitation on, and requirement for, Board members' participation. In the event of a conflict between rules adopted by the Board and the Vermont Open Meeting Law, Open Meeting Law shall prevail.

Section 602: Regular Board of Commissioners Meetings

Regular meetings of the Board shall be held on the second Tuesday of the month, or as otherwise determined by either the Executive Committee or the Board. The time and place of the regular meetings shall serve the convenience of the greatest number of Commissioners, as determined by the Board.

Section 603: Annual Meeting

The annual meeting shall be the regular meeting that occurs in June (the "Annual Meeting").

Section 604: Special Board of Commissioners Meetings

Special meetings may be called by the Chair, the Executive Committee, or by a majority vote of the Board.

Section 605: Committee Meetings

Committees shall meet at a day, place and time determined by each committee.

Section 606: Notice of Meetings

- A. Notice of Board meetings shall be provided in accordance with the Vermont Open Meeting Law. To the extent possible, CVRPC will provide five (5) days notice of meetings.

- B. Notice of committee meetings shall be provided in accordance with the Vermont Open Meeting Law. To the extent possible, CVRPC will provide five (5) days notice of

meetings. Notice and agendas for committee meetings shall be provided to Commissioners and Alternates.

Section 607: Quorum

A. A majority of Commission seats shall comprise a quorum for Board meetings and transacting business. In the event of a tie vote on any matter before the Board, including the vote of the Chair, such motion, resolution or action shall be considered defeated.

B. A majority of voting committee seats shall comprise a quorum for committee meetings. In the event of a tie vote on any matter before the committee, including the vote of the chair, such motion, resolution or action shall be considered defeated.

Article 608: Parliamentary Authority

Robert's Rules of Order (the most current edition then in effect) shall generally govern the proceedings of the Board and all CVRPC committees, unless otherwise specifically covered within these Bylaws or by any other special rules the Board may adopt.

Section 609: Minutes and Public Records

Minutes of all meetings of the Board and all committees established by the Board shall be kept and copies shall be available to all Commissioners, member ~~municipalities~~^{towns}, and the general public in accordance with the Vermont Public Records Act (codified at 1. V.S.A. Sections 315-320).

ARTICLE 7: FUNDING

Section 701: Fiscal and Operational Year

CVRPC's fiscal and operational year shall be from July 1 to June 30 (the "Fiscal Year").

Section 702: Membership Assessment

The Executive Committee shall annually recommend a schedule and rate for membership dues to the Board. The Board shall annually adopt membership dues. CVRPC shall notify in writing all municipalities within the region on or before November 15th of the sums it deems necessary to be received from said municipalities for the next CVRPC Fiscal Year.

Section 703: Grants, Contracts and Contributions

CVRPC may receive and expend monies from any source, public or private, without limitation, including funds made available from individuals, municipalities, the State of Vermont, the federal government, private foundations, corporate partners or trusts.

Section 704: Borrowing Authority

CVRPC may borrow money and incur indebtedness for the purposes of purchasing or leasing property for office space, establish and administer a revolving loan fund, or establish a line of

credit, if approved by a two-thirds vote of the Board. Any obligation by CVRPC incurred under this section shall comply with the requirements set forth at 24 V.S.A. Section 4345(16)(B)(i)-(ii).

Section 705: Signatory

A. The Executive Director or the Director's designee is responsible for approving and signing funding applications and proposals. When a funding agency requires Board authorization for a specific application or proposal, authorization shall be obtained from the Board (or the Executive Committee per Section 403.B.j.) prior to signature of the application.

A.B. The Executive Committee is responsible for approving contracts and agreements, and shall authorize an Officer or the Executive Director to sign approved contracts, instruments, and agreements on behalf of CVRPC.

B.C. The Chair, Secretary/Treasurer and Executive Director are authorized to sign checks, notes, drafts and orders related to an approved budget, work plan, contract, or agreement. All other payments must be approved and authorized by the Executive Committee.

ARTICLE 8: MUNICIPAL SERVICE AGREEMENTS

Section 801: Participation

Participation by a municipality in a municipal service agreement with CVRPC shall be voluntary and only valid upon action by the Board and each of the legislative bodies of the municipalities who are proposed parties to the service agreement. The agreement may include other parties as may be relevant to a particular service.

Section 802: Content of Agreement

A. A municipal service agreement shall describe the services to be provided and the amount of funds payable by, and/or a formula for allocating costs to, each municipality that is a party to the service agreement. Service of personnel, use of equipment and office space, and other necessary services may be accepted from municipalities as part of their financial support and shall be clearly documented in the annual budget for the service approved by the parties to the agreement. A municipal service agreement shall include details regarding liability and enforcement.

B. To become effective, a municipal service agreement shall be executed by a duly authorized agent of CVRPC and of each of the legislative bodies of the municipalities who are proposed parties to the service agreement. The agreement may include other parties as may be relevant to a particular service.

C. When deemed appropriate by the participating municipalities and CVRPC, municipal service agreements may include a governance committee made up of representatives of the participating municipalities and CVRPC. If a governance committee is formed, the

1 municipal service agreement shall include appropriate details regarding the
2 responsibilities, voting rights and financial obligations of each member.

- 3 D. Any modification to a service agreement shall become effective only when approved by
4 all parties to the service agreement, including CVRPC's Executive Committee and the
5 legislative bodies of all involved municipalities. Such modifications shall be in writing,
6 with a copy provided to all parties to the agreement.

7 **Section 803: Termination of Agreement**

- 8 A. All municipal service agreements shall contain a termination date unless some other
9 method of termination is expressly provided in the agreement. Service agreements
10 shall also contain a provision describing how parties may withdraw from the agreement
11 prior to the termination date. The method of withdrawing from and/or terminating a
12 service agreement shall generally be the same as the process for entering such
13 agreement – i.e., by majority vote of the members of the municipal legislative body and
14 CVRPC's Executive Committee, subject to other applicable provisions of law. If,
15 however, the service agreement involves multi-year financial obligations, or other
16 contractual obligations have been incurred in reliance on the service agreement, the
17 withdrawing party shall withdraw only upon satisfaction of those obligations or mutual
18 written agreement regarding the process to satisfy the same.

- 19 B. The withdrawal provision of a municipal agreement with one municipality shall provide
20 for at least 30 days notice unless otherwise provided in the agreement.

- 21 C. The withdrawal provision of a municipal agreement with multiple municipalities shall
22 provide for at least six months notice prior to the beginning of a fiscal year, unless
23 otherwise provided in the agreement.

24 **Section 804: Other Contracted Services**

25 Nothing within this article shall limit CVRPC's ability to enter into contracts or agreements to
26 provide services with other entities or governmental organizations, including those serving
27 multiple municipalities.

28 **ARTICLE 9: FISCAL PROVISIONS**

29 **~~Section 901: Indemnification~~**

30 ~~To the fullest extent permitted by law, CVRPC shall indemnify and hold harmless its officers,~~
31 ~~Commissioners, Alternates and employees from loss, damage or claim arising out of the~~
32 ~~discharge or any duty or responsibility; provided, however, that any act or occurrence or~~
33 ~~omission from which indemnification is sought is within the scope of such person's duties or~~
34 ~~employee's employment, and is not the result of criminal or gross negligence.~~

35 **Section 901: Insurance**

1 CVRPC shall carry Public Officials liability insurance or equivalent on its employees and Board
2 members. The premium for such insurance shall be paid from CVRPC funds.

3 **Section 902: Bonding (awaiting cost information from insurance company)**

4 All positions with fiduciary responsibilities assigned by the Board shall be bonded for the
5 faithful performance of duties in an amount to be approved by the Board. The premiums for
6 such a bond shall be paid for from CVRPC funds.

7 **Section 9032: Code of Conduct and Conflict of Interest**

8 Commissioners have an obligation to conduct the affairs of their office in such a manner as to
9 instill public trust and confidence. CVRPC shall maintain a written policy on code of conduct
10 and conflict of interest. A copy of this policy shall be provided to all Commissioners and
11 Alternate at the time of their appointment.

12 **Section 9043: Work Plan and Budget**

13 The Executive Director shall prepare an annual written work plan and budget that shall be
14 presented to the Executive Committee for approval. The approved work plan and budget shall
15 be presented to the Board at the July meeting or as soon as possible thereafter.

16 **Section 9054: Annual Report**

17 The Executive Director shall prepare a written annual report to the member municipalities by
18 December 31st.

19 **Section 9065: Audit**

20 An annual audit, conducted by an independent CPA, shall be performed and a report shall be
21 presented to the Executive Committee at a duly warned meeting.

22 **ARTICLE 109: SUPPLEMENTARY PROVISIONS**

23 **Section 1001: Whistleblower Protections (awaiting information from legal counsel)**

24 CVRPC shall not discriminate or retaliate against one of its employees or agents for disclosing
25 information concerning a violation of law, fraud, waste, abuse of authority or acts threatening
26 health or safety, including but not limited to allegations concerning the False Claims Act (31
27 U.S.C. §§ 3729 – 3733). Further, CVRPC shall not require such employees or agents to forgo
28 monetary awards as a result of such disclosures, nor should they be required to report
29 misconduct to the Party or its agents prior to reporting to any governmental entity and/or the
30 public.

31 **Section 1002906: Electronic Records and Signatures**

32 To the maximum extent permissible by law, these Bylaws shall be construed so that electronic
33 documents or records shall be the legal equivalent of written instruments and authenticated
34 documents or records shall be the legal equivalent of signed or executed written instruments.

Section ~~1003907~~: Dissolution

CVRPC shall be dissolved or terminated:

- A. Upon the affirmative and unanimous vote of the Board at an annual meeting, provided notice of the proposal of dissolution shall have been given in writing to each Commissioner and Alternate and municipal legislative bodies at least thirty days prior to such meeting; or
- B. When the number of participating municipalities represented by Commissioners shall be less than five.

Section ~~1004908~~: Amendments to Bylaws

A. A proposed amendment shall be submitted in writing to the Executive Director.

B. The proposed amendment shall be placed on the Executive Committee agenda for its consideration prior to being placed on the Board agenda. Upon affirmative vote of the Executive Committee, a draft proposed amendment shall be placed on the agenda for any regularly scheduled meeting of the Board.

A.C. A draft proposed amendment shall be placed on the agenda for any regularly scheduled meeting of the Board ~~by vote of the Board or~~ by affirmative vote of the Executive Committee.

B.D. The draft proposed amendment shall be discussed at the next regular meeting of the Board and may be amended at that meeting. An affirmative vote of the Board is required to advance the agreed upon final proposed amendment. That vote must direct that the final proposed amendment be placed on the agenda of thea subsequent regular meeting for a final vote.

C.E. After the affirmative vote described in ~~908B1004D~~, the a-proposed amendment shall be placed on the agenda for a final vote at thea subsequent regular meeting of the Board. No amendment to the proposed amendment shall be allowed at the Board meeting during which the final vote is taken.

D.F. The proposed amendment shall become effective upon the affirmative vote of 60% of the ~~Commissioners~~Board. If a 60% affirmative vote is not attained, the proposed amendment fails.

Section ~~1005909~~: Severability

If any provision of these Bylaws is held invalid, the other provisions of CVRPC's Bylaws shall not be affected thereby.

1 Central Vermont Regional Planning Commission Bylaws History

2 Bylaws first adopted April 27, 1967.

3 Amended May 27, 1980.

4 Amended January 10, 1989.

5 Amended May 10, 1994.

6 Amended November 11, 1997.

7 Amended May 8, 2001.

8 Amended April 13, 2010.

9 Amended April 11, 2017.

10 Amended December 10, 2019.

11 Amended XXX.

1 **CENTRAL VERMONT REGIONAL PLANNING COMMISSION**2 **Executive Committee**3 **DRAFT MINUTES**4 **November 1, 2021 Meeting**5 **Present:**☒ Marcella Dent☒ Laura Hill-Eubanks☒ Michael Gray☒ Lee Cattaneo☒ Steve Lotspeich☒ Janet Shatney☐ Gerry D'Amico6
7 Staff: Bonnie Waninger, Nancy Chartrand

8 Guests: Ahsan Ijaz, Ijaz Group

9
10 **Call to Order**

11 Chair Lotspeich called the meeting to order at 4:01 pm.

12
13 **Adjustments to the Agenda**

14 None.

15
16 **Public Comment**

17 None.

18
19 **Financial Report**20 A. Ijaz shared the 9/30 financials, advising that both revenue and expenses are on target. It was noted
21 that the audit is almost complete. It is anticipated there will be an audit presentation at the December
22 Executive Committee meeting.23
24 *J. Shatney moved to accept the September 30, 2021 unaudited financial reports; M. Gray seconded.*
25 *Motion carried.*26
27 **Contract/Agreement Authorization**28 There were no contracts for approval. Waninger provided an update on the information-only contract
29 related to Middlesex Zoning Update that focuses on updating rural areas.30
31 **Bylaw Work Group Updates**32 S. Lotspeich noted a draft update is almost ready to transmit to Executive Committee. At the next
33 Bylaws meeting, the Work Group will be reviewing the transmittal memorandum. They hope to send it
34 to the Executive Committee in advance of the December meeting. Executive would review proposed
35 changes and outstanding issues prior to the draft going to the full Board. The Work Group requested a
36 legal opinion on a Whistleblower provision, and they are awaiting costs of bonding. Lotspeich
37 anticipates it will take multiple Executive Committee meetings to review the draft.

Personnel Policy Manual Updates

B. Waninger reviewed restructuring of positions. She proposed making Climate and Energy a major area of work, rather than have a Climate and Energy Planner position. She also proposed to modify the current Natural Resource major area of work. This would allow CVRPC to hire a planner focused on natural resources and a planner focused on climate and energy and promotes flexibility in hiring.

J. Shatney expressed that she hoped the new positions will be able to assist current staff. Waninger confirmed they would. A new Assistant Planner starts part-time next week and transitions to full-time in January.

L. Cattaneo moved to adopt the revised Major Areas of Work for Natural Resources and Climate & Energy as part of CVRPC's Personnel Policy Manual job descriptions; M. Dent seconded. Motion carried.

Basin Water Quality Council

Waninger explained the Clean Water Service Provider (CWSP) program and the need to staff a Basin Water Quality Council (BWQC), membership of which is dictated by legislation. CVRPC is responsible for soliciting interest and appointing two members from municipalities in the basin.

Significant discussion ensued as to how balance may be achieved on the BWQC and the best way to approach recruiting membership and making recommendations for seats. It was concurred that following solicitation of applicants, the Nominating Committee with staff assistance would make recommendation to the Board. With regard to solicitation it was suggested that an application be created to include applicant bio, interest and municipality representation. It was also suggested that CVRPC should reach out directly to municipalities and coordinate with adjacent Regional Planning Commissions for their support and input regarding applications received.

L. Hill-Eubanks moved that following solicitation of applicants from all municipalities, the Nominating Committee, in consultation with staff, make a recommendation to the Board for appointment of two municipal members to the Basin Water Quality Council, M. Gray seconded.

In discussion, Waninger said she will craft a memorandum to the Board regarding the process. The Committee recommended adding what we are looking for in a BWQC member and a recommended term of appointment (2-year appointments with staggered terms).

L. Hill-Eubanks moved to amend the above motion to include that first appointments will be for a one-year term and a two-year term to transition to staggered terms; M. Gray seconded the amendment. Motion carried as amended.

Health Insurance

N. Chartrand, Chair Lotspeich, and B. Waninger provided details on information outlined in the packet. It was clarified that currently the Commission does not offer the balance of funds to staff should a less expensive plan be chosen.

1 *L. Cattaneo moved to approve that CVRPC maintain its employer health insurance contribution as 100%*
2 *of the cost of the MVP God 3 HDHP health plans for employees and family members; maintain employee*
3 *choice of available plans to include all BCBSVT and MVP health care plans; and maintain 50% payment in*
4 *lieu of benefit for employees who opt out of CVRPC coverage and provide proof of coverage from*
5 *another provider; L. Hill-Eubanks seconded. There was discussion that there was a typo that should be*
6 *addressed – “God” should be amended to read “Gold”. Motion carried.*

8 **Municipal Dues**

9 Chair Lotspeich highlighted that CVRPC has changed its approach from a larger increase every five years
10 to an incremental increase annually. Waninger confirmed 2020 Census numbers were used.

11
12 *M. Gray moved to recommend an FY23 municipal dues assessment rate of \$1.33 per capita to the Board;*
13 *M. Dent seconded. Motion carried.*

15 **Justice, Equity, Diversity and Inclusion Discussion**

16 The Committee discussed the video of Xusanna Davis’ presentation to the Bennington County Regional
17 Commission. J. Shatney noted that Barre City’s Equity Committee recently presented to its Planning
18 Committee and has developed an equity assessment tool. The tool is based on the State’s tool. It
19 addresses policy development and has been tailored for the City. She will share it with the Committee
20 for review. M. Dent offered to share information from her work on ANR’s equity committee.

21
22 Waninger confirmed that to change policy as an organization the Board needs to be supportive of
23 completing equity work and making changes. The Committee agreed to continue the discussion at its
24 next meeting.

26 **Meeting Minutes**

27 *J. Shatney moved to approve the October 4, 2021 minutes; L. Hill-Eubanks seconded. Motion carried.*

29 **Commission Meeting Agenda**

30 Chair Lotspeich reviewed the agenda with the Committee and asked for input. Waninger clarified which
31 items were action items and provided additional detail. It was suggested to amend the Regional
32 Economic Development Project Priority List to reflect Appointment vs. Priority List. It was also noted
33 that the footnote for Municipal Dues needed to change to an action item.

34
35 *L. Hill-Eubanks moved to approve the Board of Commissioners agenda for November 9 as amended; J.*
36 *Shatney seconded. Waninger advised it may be helpful to move Regional Economic Development item to*
37 *after the Winooski Basin Water Quality Council item. The Committee agreed to the amended agenda,*
38 *and the motion carried.*

40 **Adjourn**

41 *L. Cattaneo moved to adjourn; M. Dent seconded. Motion carried. The meeting adjourned at 6:15 pm.*

42
43 Respectfully submitted,
44 Nancy Chartrand, Office Manager