



EXECUTIVE COMMITTEE

Monday, June 5, 2023 at 4:00 p.m.

Hybrid Meeting with 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 - 29 Main Street, Suite 4, Montpelier

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

Page **AGENDA**

	4:00²	Adjustments to the Agenda
		Public Comment
2	4:05	Financial Report (enclosed)³
16	4:25	Contract/Agreement Authorization (enclosed)³
85	4:45	Job Description Revision (enclosed)³
89	4:55	FY24 Work Plan and Budget (enclosed)³
109	5:15	FY24 Meeting Dates (enclosed)
110	5:20	Meeting Minutes – 5/1/23, 5/9/23 (enclosed)³
114	5:25	Commission Meeting Agenda (enclosed)³
	5:40	Adjourn

Next Meeting: July 3 or July 5, 2023 (TBD)

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

² All times are approximate unless otherwise advertised

³ Anticipated action item.



MEMO

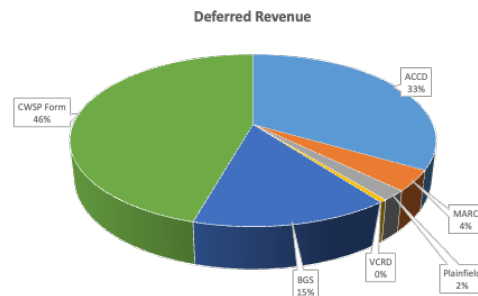
Date: May 29, 2023, 2023
To: Executive Committee
From: The Ijaz Group, Contracted Accountant
Re: Financial Report as of 4/30/2023

✉ **ACTION REQUESTED:** Accept April 30th, 2023, unaudited financial reports.

FY23 Summary: CVRPC's FY23 Net Profit is \$52,045.83 as of April 30th, 2023. The fiscal year-to-date Net Income is in line with expectations. In the FY23 adopted budget, CVRPC anticipated a year end net income of \$120,503. In FY22, CVRPC had a YTD surplus of \$11,977 through April 30th, 2022 primarily due to the over-recovery of indirect costs.

Balance Sheet

- **Assets** – Billing is substantially complete through 04/30/2023. Aging receivables are at \$285,847. Operating cash is \$156,533, whereas the Savings and CD balance is \$539,199 and Union Bank including Sweep balance is \$349,229 totaling the cash balance to \$1,044,952. CVRPC works to maintain at least \$100,000 in operating funds for cash flow purposes.
- **Current Liabilities** –
 - CVRPC maintained an average payable balance.
 - Accrued vacation and compensatory time balances are \$11,579 and \$3,087 respectively.
 - ACCD Deferred Income for FY22 & FY23 stands at \$254,921. Other Deferred Income consists of Plainfield Gully \$14,697, MARC Brownfields \$29,755, VCRD – Climate Catalyst \$4,000, BGS MERP \$112,683 and CWSP Formula \$348,623



- *Equity* – Equity is assets minus liabilities – the company's value. CVRPC's Total Equity as of 04/30/2023 is \$567,023, and it was \$603,394 and \$551,193 on the same date in 2022 and 2021, respectively.
- *Net Income* of \$52,323 reflects retainage of some Town Dues earned in July 2022.

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

In reviewing Income and expenses through 04/30/2023, 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 4/30 is 83.33%

- *Income* – Total revenue stands at 51% earned, lower than the benchmark percentage of 83.33% which is primarily due to underperformance in the most significant revenue categories of Transportation and Natural resources.
- *Expenses* – Total expenses stand at 51%, about 32% below the benchmark. Wages, CVRPC's most significant expense, is under the budget at 59%.

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
BMP	Best Management Practice
BWQC	Basin Water Quality Council
CCRPC	Chittenden County Regional Planning Commission
CD	Certificate of Deposit
CEDS	Comprehensive Economic Development Strategy
CVTA	Cross Vermont Trail Association
CW	Clean Water
CWSP	Clean Water Service Provider
DEC	Vermont Department of Environmental Conservation
DIBG	Design/Implementation Block Grant
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)
GMCU	Green Mountain Credit Union
HMGP	Hazard Mitigation Grant Program
LCBP	Lake Champlain Basin Program
LCPC	Lamoille County Planning Commission
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)
MRGP	Municipal Roads General Permit
NBRC	Northern Borders Regional Commission
NCFCU	North Country Federal Credit Union
QAPP	Quality Assurance Project Plan
REMC	Regional Emergency Management Committee
RRPC	Rutland Regional Planning Commission
SW	Stormwater
SWCRPC	Southern Windsor County Regional Planning Commission
TBP	Tactical Basin Plan
TPI	VTrans Transportation Planning Initiative
VAPDA	Vermont Association of Planning & Development Agencies (RPCs together)
VOBCIT	Vermont Online Bridge & Culvert Inventory Tool
VOREC	Vermont Outdoor Recreation Economy Collaborative
VDT	Vermont Department of Taxes
VEM	Vermont Emergency Management
WBRD	Wrightsville Beach Recreation District

Central Vermont Regional Planning Commission

Balance Sheet

As of April 30, 2023

Apr 30, 23

ASSETS

Current Assets

Checking/Savings

1001 · Community National Bank	274.83
1002 · Community National Bank (8901)	3,439.16
1003 · Union Bank	187.52
1004 · Community National Bank (4001)	152,818.66
1007 · Union Bank ICS Clearing (4852)	98,929.45
1008 · Union Bank (4852)	250,102.74
1009 · Northfield Savings - Reserve	238,158.20
1015 · NCFCU - Reserve CD	100,611.13
1018 · NCFCU - Savings	100,012.48
1025 · GMCU Savings - 335	100,417.44

Total Checking/Savings 1,044,951.61

Accounts Receivable

1200 · Accounts Receivable 285,846.88

Total Accounts Receivable 285,846.88

Other Current Assets

1020 · Undeposited Funds 13,523.41

Total Other Current Assets 13,523.41

Total Current Assets 1,344,321.90

Fixed Assets

1501 · Equipment	47,030.18
1502 · Equipment - Accum. Depreciation	(41,296.55)
1505 · Leasehold Improvements	2,597.07
1510 · Lease Asset - Facility	335,121.56
1511 · Lease Asset - Acc. Dep	(25,134.12)

Total Fixed Assets 318,318.14

Other Assets

1301 · Prepaid Expenses	15,846.83
1320 · Deposits	4,415.00

Total Other Assets 20,261.83

TOTAL ASSETS 1,682,901.87

LIABILITIES & EQUITY

Central Vermont Regional Planning Commission

Balance Sheet

As of April 30, 2023

	<u>Apr 30, 23</u>
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	18,916.76
Total Accounts Payable	<u>18,916.76</u>
Credit Cards	
2010 · Peoples United Bank Visa	10.99
2020 · M&T Visa	1,419.62
Total Credit Cards	<u>1,430.61</u>
Other Current Liabilities	
2102 · Accrued Vacation	11,578.77
2103 · Accrued Compensatory Time	3,086.99
2104 · Accrued 457 Retirement	1,180.38
2105 · Accrued Interest Payable	1,312.62
2200 · Deferred Income	
2201 · ACCD	
2216 · Energy - FY22	1,381.57
2217 · Pandemic Response	72,893.45
2218 · RPC Annual - FY23	180,646.39
Total 2201 · ACCD	<u>254,921.41</u>
2225 · MARC	29,754.64
2230 · Plainfield Gully	14,696.82
2240 · VCRD - Climate Catalyst	4,000.00
2245 · BGS MERP Deferred Revenue	112,682.71
2250 · CWSP Formula Deferred Revenue	348,623.53
Total 2200 · Deferred Income	<u>764,679.11</u>
2302 · State withholding	6.64
2304 · Dependent Care Deductions	199.90
2306 · Pension Liability- Edward Jones	(1,196.37)
2309 · Lease Liability - Facility	314,683.36
Total Other Current Liabilities	<u>1,095,531.40</u>
Total Current Liabilities	<u>1,115,878.77</u>
Total Liabilities	<u>1,115,878.77</u>
Equity	

Central Vermont Regional Planning Commission

Balance Sheet

As of April 30, 2023

	Apr 30, 23
3100 · Unrestricted Net Position	444,974.11
3300 · Invested in Fixed Assets	11,191.60
3900 · Retained Earnings	58,534.38
Net Income	52,323.01
Total Equity	567,023.10
TOTAL LIABILITIES & EQUITY	1,682,901.87

Central Vermont Regional Planning Commission
A/R Aging Summary
As of April 30, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
Preservation Trust of Vermont, Inc	-	(1,500.00)	-	-	-	(1,500.00)	
Vermont Council on Rural Development.							
Community Visits	-	889.11	-	-	-	889.11	
Total Vermont Council on Rural Development.	-	889.11	-	-	-	889.11	
ACCD Parent							
ACCD	-	99,670.91	-	-	-	99,670.91	Quarterly Advance Invoice sent 04/24
ACCD 21	-	-	-	-	-	-	
ACCD 22	-	-	-	-	18,155.45	18,155.45	ACCD 22 Retainage Invoice
Total ACCD Parent	-	99,670.91	-	-	18,155.45	117,826.36	
USDA Rural Development							
RBDG Plainfield Co-op	3,395.88	3,816.21	-	3,078.90	1,433.49	11,724.48	Quarterly Invoice sent on 05/11
Total USDA Rural Development	3,395.88	3,816.21	-	3,078.90	1,433.49	11,724.48	
Administration							
Administration	-	-	-	-	-	-	
Total Administration	-	-	-	-	-	-	
Berlin	-	-	-	-	-	-	
Calais							
Kent Hill BRIC	277.18	-	-	-	-	277.18	This is April Balance
Total Calais	277.18	-	-	-	-	277.18	
CCRPC							
CEDS							
CEDS/Eval Framework	-	-	-	632.23	-	632.23	Quarterly Invoice sent of 04/24
Total CEDS	-	-	-	632.23	-	632.23	
Clean Water							
TBP Planning	727.01	-	-	-	-	727.01	Quarterly Invoice sent of 04/14
Total Clean Water	727.01	-	-	-	-	727.01	
Total CCRPC	727.01	-	-	632.23	-	1,359.24	
CVFiber - Fee for Service							
CVF - Admin	188.32	-	-	-	-	188.32	March Invoice sent on 04/27, April will be sent around 05/29
Total CVFiber - Fee for Service	188.32	-	-	-	-	188.32	
Department of Environmental Conservation							
CWSP Formula							
Administrative	187.62	-	-	-	-	187.62	Quarterly Invoice sent on 05/11
Total CWSP Formula	187.62	-	-	-	-	187.62	
CWSP Start-up							
CWSP Start-up	37.66	-	53.65	-	-	91.31	
Implementation Prep	9,932.39	-	5,492.46	-	-	15,424.85	
Total CWSP Start-up	9,970.05	-	5,546.11	-	-	15,516.16	
Moretown Elem SW Final Design	-	-	-	-	0.03	0.03	
Plainfield Gully Construction	-	-	-	-	-	-	
Total Department of Environmental Conservation	10,157.67	-	5,546.11	-	0.03	15,703.81	
Department of Public Safety							
EMPG							
Technical Assistance	4,358.59	-	7,192.67	-	-	11,551.26	
Response	228.94	-	701.43	-	-	930.37	
REMC	77.26	-	1,049.29	-	-	1,126.55	Quarterly Invoicing - March 2023 Quarterly Invoice sent on 4/24
LEMP	1,128.48	-	237.58	-	-	1,366.06	
Total EMPG	5,793.27	-	9,180.97	-	-	14,974.24	
EMPG Supplemental							
WiFi	-	-	-	-	(0.01)	(0.01)	
Total EMPG Supplemental	-	-	-	-	(0.01)	(0.01)	

Central Vermont Regional Planning Commission
A/R Aging Summary
As of April 30, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
LHMP Montpelier & Calais	-	-	-	-	174.39	174.39	
Total Department of Public Safety	5,793.27	-	9,180.97	-	174.38	15,148.62	
DPS MOA							
Response	-	-	-	544.11	-	544.11	
Total DPS MOA	-	-	-	544.11	-	544.11	
EMPG							
EMPG 21							
Technical Assistance	-	-	-	-	0.01	0.01	
Total EMPG 21	-	-	-	-	0.01	0.01	
EMPG - Other	-	-	-	-	(0.04)	(0.04)	
Total EMPG	-	-	-	-	(0.03)	(0.03)	
Friend of the Winooski River							
Water Wise Woodlands	515.94	-	-	495.90	299.44	1,311.28	Quarterly Invoicing - Quarter ending March invoice sent on 5/11
Total Friend of the Winooski River	515.94	-	-	495.90	299.44	1,311.28	
Lamoille County PC							
Flood Bylaw	685.89	162.77	-	632.59	-	1,481.25	Quarterly Invoicing - Quarter ending March invoice sent on 4/18
Health Equity							
Projects	566.23	1,413.58	-	1,223.30	-	3,203.11	Quarterly Invoicing - Quarter ending March invoice sent on 4/20
Toolkit	703.50	661.04	-	972.71	-	2,337.25	
Total Health Equity	1,269.73	2,074.62	-	2,196.01	-	5,540.36	
Total Lamoille County PC	1,955.62	2,237.39	-	2,828.60	-	7,021.61	
Montpelier							
VOREC	-	-	-	-	-	-	
Total Montpelier	-	-	-	-	-	-	
Mount Ascutney Regional Commission							
Brownfields	-	-	-	49,000.00	-	49,000.00	Advance is pending
DIBG - Moretown School SW Implementatio	9,625.72	-	-	-	-	9,625.72	April Invoice sent on 5/15
Total Mount Ascutney Regional Commission	9,625.72	-	-	49,000.00	-	58,625.72	
Northwest Regional Comm'n							
Municipal Grants in Aid							
FY23 Equipment	-	39.61	-	-	-	39.61	Will invoice at once at year end
FY22 Equipment	-	-	-	-	203.65	203.65	
Total Municipal Grants in Aid	-	39.61	-	-	203.65	243.26	
NBRC Grant Admin							
CVTA - NBRC21GVT11	-	-	-	-	260.39	260.39	
Total NBRC Grant Admin	-	-	-	-	260.39	260.39	
Total Northwest Regional Comm'n	-	39.61	-	-	464.04	503.65	
Orange							
LHMP	-	-	-	2,235.71	6,253.27	8,488.98	one yet
Total Orange	-	-	-	2,235.71	6,253.27	8,488.98	
Rutland Regional Comm'n							
ARPA	138.58	197.99	-	494.95	-	831.52	sent on 4/17
Total Rutland Regional Comm'n	138.58	197.99	-	494.95	-	831.52	
VAPDA_	-	-	-	-	500.00	500.00	
VTrans							
TPI							
TPI Special Bike/Ped	1,840.76	-	3,501.29	-	-	5,342.05	
TPI Planning	5,871.42	-	4,227.11	-	-	10,098.53	
TPI Data Collect/Manage	1,189.80	-	4,505.16	-	-	5,694.96	
TPI Admin	7,000.28	-	6,179.20	-	-	13,179.48	March Invoice sent on 5/11 - April Monthly

Central Vermont Regional Planning Commission

A/R Aging Summary

As of April 30, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
TPI Coordination	6,350.22	-	4,646.15	-	-	10,996.37	March invoice sent on 5/11. April monthly
TPI MRGP Support	217.10	-	53.45	-	-	270.55	Invoice is sent to Christian for review
TPI Project Develop	701.11	-	120.68	0.12	-	821.91	
Total TPI	23,170.69	-	23,233.04	0.12	-	46,403.85	
VTrans - Other	-	-	-	-	(0.43)	(0.43)	
Total VTrans	23,170.69	-	23,233.04	0.12	(0.43)	46,403.42	
Washington	-	-	-	-	(0.50)	(0.50)	
	55,945.88	105,351.22	37,960.12	59,310.52	27,279.14	285,846.88	

Paid Time Off Liability Balances

As of 4/30/23

COMPENSATORY TIME

Employee	Wage Rate	Hours	Current Value	Maximum Hours ¹	Maximum Accrual ¹
Chartrand, N.	26.44	35.75	\$ 945.23		
Cubbon, K.	23.08	0.00	\$ -		
Ignatowski, J.	26.00	0.00	\$ -		
Lash, S.	22.60	16.00	\$ 361.60		
Meyer, C.	48.08	14.75	\$ 709.18		
Rock, C.	29.46	0.00	\$ -		
Voigt, B.	32.21	33.25	\$ 1,070.98		
		0.00	\$ -		
		99.75	\$ 3,086.99		

SICK LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Chartrand, N.	26.44	252.00	\$ 6,662.88	252	\$ 6,662.88
Cubbon, Keith	23.08	52.97	\$ 1,222.55	86.72	\$ 2,001.50
Ignatowski, J.	26.00	3.42	\$ 88.92	48.92	\$ 1,271.92
Lash, S.	22.60	77.99	\$ 1,762.57	116.24	\$ 2,627.02
Meyer, C.	48.08	55.16	\$ 2,652.09	211.03	\$ 10,146.32
Rock, C.	29.46	253.46	\$ 7,466.93	288	\$ 8,484.48
Voigt, B.	32.21	79.56	\$ 2,562.63	111.81	\$ 3,601.40
0	0.00	0.00	\$ -	0	\$ -
		774.56	\$ 22,418.57	1,115	\$ 34,795.52

VACATION LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Chartrand, N.	26.44	136.51	\$ 3,609.32	140	\$ 3,701.60
Cubbon, K.	23.08	49.90	\$ 1,151.69	72.15	\$ 1,665.22
Ignatowski, J.	26.00	2.48	\$ 64.48	40.74	\$ 1,059.24
Lash, S.	22.60	48.21	\$ 1,089.55	96.71	\$ 2,185.65
Meyer, C.	48.08	38.58	\$ 1,854.93	200	\$ 9,616.00
Rock, C.	29.46	48.62	\$ 1,432.35	160	\$ 4,713.60
Voigt, B.	32.21	73.78	\$ 2,376.45	93.03	\$ 2,996.50
0	0.00	0.00	\$ -	0	\$ -
		398.08	\$ 11,578.77	803	\$ 25,937.80

SUMMARY

	<u>Current</u>		<u>Maximum</u>
Total Paid Time Off Liability	\$ 37,084.33		\$ 63,820.32
Maximum versus Current Difference	\$ 26,735.99	Percent of Max	58%

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).

Central Vermont Regional Planning Commission
Profit & Loss Budget vs. Actual
July 2022 through April 2023

	Jul '22 - Apr 23	Budget	\$ Over Budget	% of Budget
Income				
4100 · ACCD				
4101 · ACCD Direct	273,776.41	545,167.00	(271,390.59)	50%
Total 4100 · ACCD	273,776.41	545,167.00	(271,390.59)	50%
4200 · Community Development				
4215 · CCRPC CEDS	8,856.51	5,000.00	3,856.51	177%
4220 · MARC Brownfields	62,182.18	39,000.00	23,182.18	159%
4230 · NBRC Grant Admin	-	1,421.00	(1,421.00)	0%
4247 · LCPC- Health Equity	14,775.26	40,200.00	(25,424.74)	37%
4248 · LCPC - Flood Bylaw	1,481.25	-	1,481.25	100%
4249 · VCRD	889.11	-	889.11	100%
4200 · Community Development - Other	-	59,281.00	(59,281.00)	0%
Total 4200 · Community Development	88,184.31	144,902.00	(56,717.69)	61%
4300 · Fee for Services				
4302 · Cross VT Trail	-	1,200.00	(1,200.00)	0%
4304 · GIS Mapping	10.00	300.00	(290.00)	3%
4308 · WRD Admin	4,000.00	4,700.00	(700.00)	85%
4315 · CVFiber	3,537.68	7,000.00	(3,462.32)	51%
Total 4300 · Fee for Services	7,547.68	13,200.00	(5,652.32)	57%
4400 · Municipal Contracts				
4447 · Town of Middlesex	2,180.18	-	2,180.18	100%
4470 · Town of Orange	7,590.45	5,434.00	2,156.45	140%
4471 · BGS - Municipal Energy	7,317.29	-	7,317.29	100%
4400 · Municipal Contracts - Other	20,983.27	-	20,983.27	100%
Total 4400 · Municipal Contracts	38,071.19	5,434.00	32,637.19	701%
4500 · Natural Resources				
4501 · 604B Water Planning	3,231.02	3,636.00	(404.98)	89%
4516 · Tactical Basin Planning	11,805.37	25,423.00	(13,617.63)	46%
4519 · MARC Design Imp. Block Grant	12,610.02	351,844.00	(339,233.98)	4%
4522 · MARC Barre Auditorium SWD	7,817.82	-	7,817.82	100%
4525 · Friends of the Winooski River	3,001.06	500.00	2,501.06	600%
4530 · DEC Plainfield Gully	159,363.00	198,038.00	(38,675.00)	80%
4535 · DEC CWSP Start-up	42,402.66	70,115.00	(27,712.34)	60%
4545 · DEC CWSP Formula	281.33	-	281.33	100%
Total 4500 · Natural Resources	240,512.28	649,556.00	(409,043.72)	37%
4600 · Public Safety				
4602 · EMPG	49,102.36	82,996.00	(33,893.64)	59%
4611 · VEM Emergency Operation MOA	544.11	230.00	314.11	237%
4630 · RRPC ARPA	3,227.52	3,289.00	(61.48)	98%
Total 4600 · Public Safety	52,873.99	86,515.00	(33,641.01)	61%
4700 · Town Dues (Parent)				
4701 · Town Dues	86,984.66	86,985.00	(0.34)	100%
Total 4700 · Town Dues (Parent)	86,984.66	86,985.00	(0.34)	100%

Central Vermont Regional Planning Commission

Profit & Loss Budget vs. Actual

July 2022 through April 2023

	Jul '22 - Apr 23	Budget	\$ Over Budget	% of Budget
4800 · Transportation				
4803 · Grants in Aid	1,522.24	7,759.00	(6,236.76)	20%
4804 · TPI	138,018.24	292,627.00	(154,608.76)	47%
Total 4800 · Transportation	139,540.48	300,386.00	(160,845.52)	46%
4900 · Other Income				
4901 · Interest Income	2,401.11	480.00	1,921.11	500%
4905 · Dividend Income	590.01	372.00	218.01	159%
Total 4900 · Other Income	2,991.12	852.00	2,139.12	351%
Total Income	930,482.12	1,832,997.00	(902,514.88)	51%
	930,482.12	1,832,997.00	(902,514.88)	51%
Expense				
5000 · Wages and Fringe Benefits				
5001 · Personnel	385,462.48	601,806.00	(216,343.52)	64%
5100 · Fringe Benefits				
5101 · FICA	29,960.79	46,038.00	(16,077.21)	65%
5110 · Health Insurance	82,710.77	144,509.00	(61,798.23)	57%
5112 · Dental Insurance	3,516.67	8,516.00	(4,999.33)	41%
5115 · Life Disability Insurance	2,552.28	3,889.00	(1,336.72)	66%
5118 · PTO/Comp Accrual	(26,388.57)			
5120 · Pension Plan - Edward Jones	7,764.98	21,315.00	(13,550.02)	36%
5125 · Technology Stipend	-	2,060.00	(2,060.00)	0%
5130 · Unemployment Insurance	668.00	1,238.00	(570.00)	54%
5135 · Worker's Comp	2,566.30	3,480.00	(913.70)	74%
5100 · Fringe Benefits - Other	-			
Total 5100 · Fringe Benefits	103,351.22	231,045.00	(127,693.78)	45%
Total 5000 · Wages and Fringe Benefits	488,813.70	832,851.00	(344,037.30)	59%
5200 · Professional Services				
5201 · Accounting	50,000.00	60,000.00	(10,000.00)	83%
5202 · Audit	18,000.00	18,000.00	-	100%
5203 · IT/Computer	2,605.75	2,900.00	(294.25)	90%
5204 · Legal	3,989.50	3,300.00	689.50	121%
5200 · Professional Services - Other	3,712.29	300.00	3,412.29	1237%
Total 5200 · Professional Services	78,307.54	84,500.00	(6,192.46)	93%
5305 · Advertising	1,587.98	3,600.00	(2,012.02)	44%
5315 · Consultants				
5317 · Stipends	800.00	-	800.00	100%
5315 · Consultants - Other	232,593.58	663,181.00	(430,587.42)	35%
Total 5315 · Consultants	233,393.58	663,181.00	(429,787.42)	35%
5320 · Depreciation expense	2,860.90	4,500.00	(1,639.10)	64%
5325 · Copy				
5326 · Copier extra copies	811.01	1,800.00	(988.99)	45%
5327 · Copier Lease Payments	1,723.12	2,311.00	(587.88)	75%
Total 5325 · Copy	2,534.13	4,111.00	(1,576.87)	62%
5330 · Supplies				

Central Vermont Regional Planning Commission

Profit & Loss Budget vs. Actual

July 2022 through April 2023

	Jul '22 - Apr 23	Budget	\$ Over Budget	% of Budget
5331 · Equipment/Furniture	373.00	5,800.00	(5,427.00)	6%
5332 · GIS Supplies	-	500.00	(500.00)	0%
5333 · Office Supplies	1,693.32	3,500.00	(1,806.68)	48%
5334 · Billable Supplies	1,254.00	350.00	904.00	358%
5335 · Subscriptions/Publications	1,485.79	1,698.00	(212.21)	88%
Total 5330 · Supplies	4,806.11	11,848.00	(7,041.89)	41%
5344 · Insurance				
5345 · Liability Insurance	200.00	1,538.00	(1,338.00)	13%
5346 · Public Officials Insurance	292.25	3,507.00	(3,214.75)	8%
Total 5344 · Insurance	492.25	5,045.00	(4,552.75)	10%
5350 · Meetings/Programs	1,236.83	9,460.00	(8,223.17)	13%
5355 · Postage	263.58	710.00	(446.42)	37%
5360 · Dues/Memberships/Sponsorships				
5361 · Government Relations	3,704.56			
5360 · Dues/Memberships/Sponsorships	7,551.74	10,783.00	(3,231.26)	70%
Total 5360 · Dues/Memberships/Sponsorshi	11,256.30	10,783.00	473.30	104%
5370 · Office Occupancy				
5310 · Cleaning	2,160.00	3,540.00	(1,380.00)	61%
5371 · Rent/Utility Payments	35,319.50	42,383.00	(7,063.50)	83%
5370 · Office Occupancy - Other	-	200.00	(200.00)	0%
Total 5370 · Office Occupancy	37,479.50	46,123.00	(8,643.50)	81%
5375 · Software/Licenses/IT Sub	5,401.15	12,531.00	(7,129.85)	43%
5385 · Telephone/Internet	5,882.75	7,080.00	(1,197.25)	83%
5390 · Travel	3,257.94	14,751.00	(11,493.06)	22%
5999 · Miscellaneous Expenses				
5339 · Gifts	175.17	380.00	(204.83)	46%
5380 · Fees				
5381 · Line of Credit Annual Fee	500.00	500.00	-	100%
5382 · Bank Fees	30.00			
5383 · DRRA Fees	28.00	30.00	(2.00)	93%
5380 · Fees - Other	15.00	100.00	(85.00)	15%
Total 5380 · Fees	573.00	630.00	(57.00)	91%
5999 · Miscellaneous Expenses - Other	113.88	410.00	(296.12)	28%
Total 5999 · Miscellaneous Expenses	862.05	1,420.00	(557.95)	61%
8000 · Indirect Costs	-			
Total Expense	878,436.29	1,712,494.00	(834,057.71)	51%
	52,045.83	120,503.00	(68,457.17)	43%
	52,045.83	120,503.00	(68,457.17)	43%



MEMO

Date: June 5, 2023
To: Executive Committee
From: Christian Meyer, Executive Director
Re: Contract/Agreement Approvals

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

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

Two Rivers Ottauquechee Regional Commission – Municipal Technical Assistance Program sub-agreement

✕ ACTION REQUESTED: Authorize the Executive Director to sign the agreement.

Scope of Work: For the implementation of Vermont’s Municipal Technical Assistance program as outlined under 2023 Vermont Statute – Act 3 Section 95 amending 2022 Vermont Statute – Act 185, to “[...] provide expanded technical and administrative assistance to municipalities with high need that may be eligible for State or federal funding [...].” Specific tasks include: Conducting community needs assessments, paring needs with available funding, application and permitting assistance, project management and implementation, and other capacity building activities as needed.

Funding: Contract amount - \$30,000.00 (State general funds)

Term: March 20, 2023 – April 15, 2025

Staff: Christian Meyer

Vermont Emergency Management – MOA – Local Liaison to State Emergency Operations Center

✕ ACTION REQUESTED: Authorize the Executive Director to sign the Memorandum of Agreement.

Scope of Work: During emergency events, CVRPC will facilitate communication between VEM and the SEOC and local municipalities and assist staffing of the SEOC. In the aftermath and upon VEM direction, CVRPC will to assist in recovery and connecting municipalities with available resources.

Funding: Based on occurrence of emergency events

Term: Through June 30, 2026

Staff: Keith Cubbon, Brian Voigt, Christian Meyer

Mount Ascutney Regional Commission – Brownfields Revitalization Assessment Grant Program

✕ ACTION REQUESTED: Authorize the Executive Director to sign the agreement.

Scope of Work: For the implementation of Vermont’s Brownfield program by providing assessment funding to recognized brownfield sites in the State. In addition, CVRPC will draw down up to 9% for to provide administrative support for this program.

Funding: State funding – Maximum \$50K per site

Term: May 1, 2023-June 30, 2024

Staff: Clare Rock

Lamoille County Regional Commission – Health Equity Toolkit and Implementation – AMENDMENT

✕ ACTION REQUESTED: Authorize the Executive Director to sign the agreement amendment

Scope of Work: This amendment is meant to accommodate a project extension through May 31, 2024. Under this funding CVRPC staff are participating in the develop a health equity planning toolkit, conducting in training for other planners, and implementation of the Health Equity and Planning Tools by assisting local municipalities integrate the Health Equity and Planning Toolkit into a local pilot project.

Funding: State funding – \$43,000

Term: March 1, 2022-~~May 31, 2023~~ May 31, 2024

Staff: Sam Lash

Master Agreement for Clean Water Partners – Chittenden County Regional Planning Commission, Friends of the Mad River, Friends of the Winooski River, Lamoille County Conservation District, Vermont Land Trust, Winooski Natural Resources Conservation District

✕ ACTION REQUESTED: Authorize the Executive Director to sign Master Agreements with the Chittenden County Regional Planning Commission, Friends of the Mad River, Friends of the Winooski River, Lamoille County Conservation District, Vermont Land Trust, Winooski Natural Resources Conservation District for project management services to facilitate water quality improvements as envisioned by [Act 76, the Clean Water Service Delivery Act](#).

Scope of Work: Provide project management services to the CVRPC in its role as the Clean Water Service Provider for the Winooski River Basin overseeing the identification, development, engineering, design and construction, operation, maintenance and inspection of non-regulatory, phosphorous reduction projects.

Funding: Contract Amount: Unknown. Task specific contract addendums will vary in value, and one or more municipalities or organizations may be assigned multiple tasks. Therefore, the final Master Agreement values may range considerably. Staff anticipates task values will range from \$5,000 - \$150,000 on average with 0 – 2 contracts issued per year.

Funding Source: State of Vermont Department of Environmental Conservation.

Term: Jun 5, 2023 – June 4, 2026

Staff: Brian Voigt (primary), Lincoln Frasca, Christian Meyer

Note: These Master Agreements pre-qualify municipalities and organizations to serve as Clean Water Partners aiding CVRPC in its effort to achieve its phosphorous-reduction targets per the contract with the Department of Environmental Conservation. Per the Rule, the pre-qualification period lasts for three years. CVRPC will open the pre-qualification process at least once per year. FY 23 Funding for CVRPC in its role as a Clean Water Service Provider totals \$57,737 for project identification and development and \$827,068 for project design, engineering and construction.

Chittenden County Regional Planning Commission – FY23 Tactical Basin Planning Support Grant

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

Scope of Work: Provide coordinated outreach regarding the Vermont Clean Water Act (Act 64) and Regional Planning Commission Tactical Basin Planning Support for the Winooski River Basin through participation in regional coordination meetings, meeting with regional stakeholders, engaging Selectboards, Conservation Commission and Planning Commissions, working with municipal partners to develop stormwater master plans, increase flood resilience and provide substantial input on the Winooski River Basin Tactical Basin Planning process.

Funding: Grant Amount - ~~\$25,423.00~~ \$21,423.00

Funding Source: State of Vermont Department of Environmental Conservation via the Chittenden County Regional Planning Commission

Term: July 1, 2002 – June 30, 2023

Staff: Brian Voigt

Notes: Due to staffing constraints, CVRPC will not be able to spend down the entire amount of the original award. There are other grant recipients that could use the funding to continue their work in FY 23. This funding will not roll over into FY24 if it is not spent by the end of the fiscal year.

CONTRACTS ISSUED

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

N/A

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

Rutland Regional Planning Commission – 604b Water Quality Planning

Scope of Work: Provide support to implement the State's 604B water quality program.

Funding:

Grant Amount: \$5,181 (Federal funds)

Match Amount: \$0

Match Source: N/A

Term: Upon execution – 12/15/23

Staff: Brian Voigt

GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

N/A

AGREEMENT BY AND BETWEEN
TWO RIVERS-OTTAUQUECHEE REGIONAL COMMISSION and
CENTRAL VERMONT REGIONAL PLANNING COMMISSION

WITNESSETH:

1. Parties: This is an Agreement for services between the Two Rivers-Ottawuechee Regional Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 128 King Farm Rd, Woodstock, VT 05091, hereinafter called “TRORC”) and Central Vermont Regional Planning Commission with principal place of business at 29 Main Street, Suite 4, Montpelier, Vermont 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 Municipal Technical Assistance program by completing the work outlined in Attachment A: Scope of Work. The grant is administered under 2023 Vermont Statute – Act 3 Section 95 amending 2022 Vermont Statute – Act 185 to the Two Rivers-Ottawuechee Regional Planning Commission which shall be used for the purposes outlined in the legislative reference, “[...] provide expanded technical and administrative assistance to municipalities with high need that may be eligible for State or federal funding [...]” pursuant to TRORC’s obligations under the Municipal Technical Assistance to access State and Federal Funding agreement #01100Act3-Sec95-TRORC. The tasks and obligations of the SUB-RECIPIENT are described in Attachment A.

3. Maximum Amount: In consideration of the services to be performed by SUB-RECIPIENT, TRORC agrees to pay SUB-RECIPIENT, in accordance with the payment provisions specified in Attachment A, a sum not to exceed **\$30,000**.

4. Source of Funds: State Funds.

5. Term of Sub-Grant: This Sub-Grant shall begin on March 20, 2023. SUB-RECIPIENT shall complete the work by April 15, 2025.

6. Payment Schedule: Each participating SUB-RECIPIENT shall invoice TRORC for work performed, no more frequently than monthly on the 20th for the prior month. Additional information on payment provisions and reporting requirements can be found in Attachment A.

7. Assignment of Sub-Grant: The SUB-RECIPIENT may procure contractors with the approval of the State of Vermont.

8. 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 TRORC and SUB-RECIPIENT.

9. 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.

10. 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, TRORC may cancel the Sub-Grant. If it chooses to cancel the Sub-Grant, TRORC 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.

11. Grant Agreement: SUB-RECIPIENT recognizes that this Agreement is subordinate to and governed by a grant agreement TRORC received from the State of Vermont (Agency of Administration – Financial Services Division). 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 B, Standard State Provisions for Contracts and Grants.

12. Contact persons for this Agreement:

TRORC

Name: Sydney Steinle

Phone: 802-457-3188 ext. 3006

E-mail: ssteinle@trorc.org

SUB-RECIPIENT: Central Vermont Regional Planning Commission

Name: Christian Meyer

Phone: 802-229-0389

E-mail: meyer@cvregion.com

13. Attachments: This Agreement consists of 4 pages plus the following attachments which are incorporated herein:

Attachment A — Scope of Work to be Performed, Payment Provisions, and Statements of Work

Attachment B — Standard State Provisions for Contracts and Grants

Attachment C — Other State Provisions

14. Flow Down: Attachment B and C contain Standard State grant agreement language which refer specifically to TRORC's grant with the Agency of Administration. All State and Federal requirements, if any, flow down to the SUB-RECIPIENT regardless of specific applicability.

Continued on next page.

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

Two Rivers-Ottauquechee Regional Commission

By: _____
Its duly authorized agent

Date: _____

Sub-Recipient

Sub-Recipient Name: Central Vermont Regional Planning Commission

By: _____
Its duly authorized agent

Date: _____

ATTACHMENT A

SCOPE OF WORK TO BE PERFORMED and PAYMENT PROVISIONS and STATEMENTS OF WORK

The participating SUB-RECIPIENT agrees to work cooperatively with the Two Rivers-Ottauquechee Regional Commission (TRORC) and the Agency of Administration.

The SUB-RECIPIENT agrees that these funds can only be used for activities outlined in this attachment.

Scope of Work

SUB-RECIPIENT will undertake the following tasks as necessary to meet the requirements of the Municipal Technical Assistance Program.

Task 1. Community needs assessment. Conducting a review of community assets and needs, strategic planning, and identifying potential eligible projects in collaboration with the municipality.

Task 2. Opportunity assessment. Assessing the technical assistance and funding available from State, federal, and private sources; evaluating eligibility and compliance requirements; and conducting a feasibility analysis of whether the municipality has, or can develop, the capacity to complete a project and meet applicable requirements.

Task 3. Application and permit assistance. Providing technical and administrative assistance with completing funding applications, permit applications, and satisfying initial regulatory requirements.

Task 4. Project management and implementation. Providing ongoing support to successful grant recipients with project management, funding program implementation, funding program compliance, and administrative and regulatory compliance through project completion.

Task 5. Other capacity-building activities. Providing additional assistance, subject to approval by the State, to advance priority projects identified by municipalities.

Eligible project types for the activities identified above:

- a. Water supply and wastewater infrastructure;
- b. Housing;
- c. Community recovery, workforce development, and business support;
- d. Climate change mitigation and resilience; and
- e. Other community economic development projects identified by a municipality and approved by the State.

Fund Disbursement

The TRORC agrees to compensate SUB-RECIPIENT on a reimbursement basis for services performed as defined in the Scope of Work, up to the maximum amount below, provided such services are within the scope of the grant and are authorized as provided for under the terms and conditions of the grant.

1. Maximum amount payable: **\$30,000**

2. Invoices shall provide documentation of any Statements of Work created between SUB-RECIPIENT and third parties, such as towns or subcontractors. See Statements of Work, below, for requirements.
3. Invoices shall be submitted once per month on the 20th. If the 20th of the month falls on a weekend or holiday, the Invoice is due the workday prior. For example, the Invoice for August 2023 will be due on Friday, August 18th, as the 20th is a Sunday.
4. Payments to SUB-RECIPIENT will be made upon receipt of invoices and appropriate documentation.
5. SUB-RECIPIENT shall submit invoice(s) and Statements of Work to TRORC electronically at lkay@trorc.org and ssteinle@trorc.org.

Statements of Work

1. SUB-RECIPIENT shall establish Statements of Work when beginning longer-term technical assistance aid with a municipality:
 - a. Reserving an amount of funding for each municipality, AND
 - b. Defining the scope, nature, and detail of work to be performed for each municipality.

Pre-approved municipalities may approach SUB-RECIPIENT directly for assistance, or SUB-RECIPIENT may initiate contact.

2. If SUB-RECIPIENT must procure third-party goods or services, SUB-RECIPIENT shall establish a Statement of Work:
 - a. Reserving an amount of funding for that good or service, AND
 - b. Defining the scope, nature, and detail of work to be performed by the third-party or
 - c. The good purchased from the third-party.
3. The Statements of Work must also include following information on work completed or in progress by SUB-RECIPIENT or third parties for the including but not limited to:
 - a. The Tasks in the Scope of Work for which the SUB-RECIPIENT or third parties received funding from the State and the type and amount of State, federal, or other funds that were leveraged for each activity.
 - b. The size and category of related projects supported by funding awarded to municipalities.
 - c. The design, implementation, and effectiveness of outreach efforts undertaken, which will be documented in this monthly report AND in a central location and manner developed jointly by the State and TRORC.

This report element of the Statement of Work must be completed to reflect work completed each month regardless of whether any new Statements of Work were created during that period.

4. Statements of Work for the prior month shall be submitted once per month on the 20th. If the 20th of the month falls on a weekend or holiday, the Statements are due the workday prior. For example, the Statement of Work for August 2023 will be due on Friday, August 18th, as the 20th is a Sunday.
5. Monthly reporting must continue until all funds have been disbursed and expended or until the end of the subgrant.

6. SUB-RECIPIENT shall submit invoice(s) and Statements of Work to TRORC electronically at lkay@trorc.org and ssteinle@trorc.org.

ATTACHMENT B

STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

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

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

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

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

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

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

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

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

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

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

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

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

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

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

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination:

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

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

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

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the

space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

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

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

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

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT C

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 C)



**STATE OF VERMONT
DEPARTMENT OF PUBLIC SAFETY**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereafter "Agreement") between Central Vermont County Regional Planning Commission (hereafter "CVRPC") and the State of Vermont (hereafter "the State") through the Department of Public Safety (DPS) and Vermont Emergency Management (VEM) stipulates that:

WHEREAS, the State has responsibility and authority to undertake certain emergency functions as defined by statute, and

WHEREAS, the State seeks to enlist the assistance of CVRPC in carrying out the State's duties; and

WHEREAS, regional planning commissions fulfill a role for disaster response and recovery at a regional level unlike that of any other entity known to exist in the State of Vermont; and

WHEREAS, for the purpose of carrying out its duties and functions of State law, a regional planning commission is considered a political subdivision of the State of Vermont under 24 V.S.A § 4341 - Creation of Regional Planning Commissions; and

WHEREAS, CVRPC has agreed, subject to the terms and conditions set forth herein, to provide such assistance;

NOW, THEREFORE, the parties hereby agree as follows:

1. CVRPC assistance as defined by this Agreement will be activated and deactivated solely by VEM, dependent on incident impacts.
2. CVRPC will provide assistance to all municipalities within their jurisdiction and the State of Vermont in response to and to recover from disasters in Vermont in the following ways:
 - A. Response
 - i. Perform duties pursuant to the Local Liaison Procedure on behalf of the State of Vermont in order to expedite communications and

requests between the State Emergency Operations Center (SEOC), if activated, or VEM, if the SEOC is not activated, and local jurisdictions during times of disaster. Activities may include, but are not limited to:

- Soliciting and consolidating Local Liaison damage reports from affected areas and providing such reports to VEM in the following manner:
 - a. SEOC Activated- Provide to the SEOC Situational Awareness Section
 - b. SEOC Not Activated- Provide to the VEM Planning Section Chief (or his/her designee)
 - Disseminating pertinent emergency information to local officials in the impacted area; and
 - Maintaining communication with local officials.
- ii. Assist in staffing the SEOC and other state facilities during activations. Staffing of the SEOC may be in the Planning, Situational Awareness, Mission and Resource Support, and Center Support sections. CVRPC personnel are required to meet the minimum training and experience requirements of assigned SEOC positions pursuant to the SEOC training curriculum.
 - iii. CVRPC agrees to prioritize work performed in the execution of duties in 2.A.i and 2.A.ii upon activation by VEM to ensure response in an expeditious manner.
 - iv. It is understood by VEM that if municipalities within the CVRPC jurisdiction are impacted by disaster, the duties defined in 2.A.i will become the priority and the ability to fulfill the duties defined in 2.A.ii may be diminished.

B. Recovery

- i. Upon approval and guidance from VEM, CVRPC will coordinate with municipalities in their area during the aftermath of the disaster to connect them with any available assistance resources for recovery.
- ii. Activities may include, but are not limited to:
 - If requested or with prior approval by VEM, participating in Joint Preliminary Damage Assessments (PDAs) with the Federal Emergency Management Agency (FEMA) and municipal officials. Depending on the disaster, this may be for Public Assistance and/or Individual Assistance. This will include touring damaged areas with significant infrastructure and/or home damage in order for FEMA officials to make determinations of the level of damage sustained in Vermont and support a declaration request.
 - Assisting the State in organizing Applicant Briefings upon request or with prior approval from the Public Assistance program;
 - Ensuring towns, non-profits, and municipal entities impacted


- by the disaster are informed of Applicant Briefings;
 - Identifying potential locations for Disaster Recovery Centers;
 - Providing information to municipalities on how homeowners may apply for Individual Assistance; and
 - Providing assistance to Long Term Recovery Committees, as well as other forms of disaster assistance.
3. CVRPC agrees to submit invoices for the performance of the work detailed in this agreement on a monthly basis. Statements of work detailing tasks and actions performed pursuant to this Agreement must accompany all requests for reimbursement. All activities must be at the request of or receive prior approval from VEM. Requests for RPC assistance from other state or federal agencies that would be reimbursed under this MOA should be submitted through VEM.
- A. VEM agrees to reimburse CVRPC for actual VEM-approved and properly documented expenses for labor, fringe benefits, indirect and direct expenses and travel pursuant to the tasks performed in accordance with this Agreement. When meals are not provided, CVRPC will be reimbursed in accordance with the RPC's travel reimbursement policy. Lodging, if stationed more than 40 miles from the CVRPC office, may be billed at government rates. Mileage reimbursement will be the current state rate at time of invoice. CVRPC will provide their travel reimbursement policy to DPS upon execution of this Agreement.
 - B. RPC invoices for emergency response and recovery activities must include the following:
 - i. Name of employee(s)
 - ii. Dates worked
 - iii. Number of hours claimed per day
 - iv. Hourly rate
 - v. Indirect rate (as shown in Attachment 1)
 - vi. Total hourly cost
 - vii. Tasks/Activities
 - C. Hourly rates for these activities shall be in line with those listed in the Attachment 1 of this Agreement, subject to annual adjustments. Invoices must be submitted to DPS within 30 days of the activation and monthly thereafter. Please refer to Attachment 2 for a sample invoice template.
- CVRPC agrees to update Attachment 1 of this agreement with personnel and associated rates of pay annually no later than July 31. Modifications to Attachment 1 are subject to review and approval by DPS.
4. This Agreement will become effective upon signature of all parties and end June 30th, 2026. Modifications to this document will be completed through written agreement with the consent of both parties. This Agreement may be cancelled by either party by providing written notice at least 90 days in advance.

ACKNOWLEDGED AND AGREED:

CENTRAL VERMONT COUNTY REGIONAL PLANNING COMMISSION

By: _____ DATE:
Christian Meyer, Executive Director

VERMONT DEPARTMENT OF PUBLIC SAFETY

By:  DATE: 05/24/2023
Jennifer Morrison, Commissioner

Attachment 1
CVRPC Rates of Pay

CVRPC Negotiated Indirect Cost Rate: _____%

CVRPC Staff Member	Hourly Rate
Staff Name	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	
Additional staff, as needed	

Note: Changes to personnel and hourly rates must be submitted to DPS annually by July 31. If changes of personnel occur in the interim, the RPC must submit change to DPS in writing using Attachment 1.

Attachment 2
RPC Invoice Template

RPCs are encouraged to use this chart when billing for approved work under this Agreement.

Name of employee	Date worked	Number of hours	Hourly rate	Indirect rate	Total hourly rate	Tasks/activities

AGREEMENT BY AND BETWEEN
MOUNT ASCUTNEY REGIONAL COMMISSION and
CENTRAL VERMONT REGIONAL PLANNING COMMISSION
#CVRPC-2023VTBFLDS

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 Rd., 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-BRF-FY23SP-04. The tasks and obligations of the SUB-RECIPIENT, including reporting requirements, are described in Attachment A.
- 3. 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. The maximum sum will be determined based on progress made by SUB-RECIPIENT on encumbering prior funding disbursed to SUB-RECIPIENT. See Attachment A for additional information on installment amounts.
- 4. Source of Funds:** State Funds.
- 5. Term of Agreement:** This Agreement shall begin on May 1, 2023, by the Parties. SUB-RECIPIENTS shall complete all work by June 30, 2024.
- 6. Payment Schedule:** Initially, each participating SUB-RECIPIENT may receive up to \$50,000.00 based on progress made with FY22 funding. These funds shall 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 9% of the disbursed amount by the SUB-RECIPIENT. Additional installments may be requested by the SUB-RECIPIENT. See Attachment A for additional information on installment amounts and payment provisions.
- 7. Financial Records:** SUB-RECIPIENT shall maintain financial records in accordance with generally accepted accounting procedures (GAAP) and make these records available to the State upon request. Upon request of the State, SUB-RECIPIENT will provide further information to the State at any time during this Grant, if the State determines that such information is necessary to better assess the effectiveness of this Grant.

- 8. Assignment of Sub-Grant:** The SUB-RECIPIENT agrees this obligation is not assignable.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14.** Contact persons for this Agreement:

MARC

Cindy Ingersoll

Phone: 802-674-9201

E-mail: cingersoll@marcv.org

SUB-RECIPIENT:

Phone:

E-mail:

Attachments: This Agreement consists of 3 pages plus the following attachments which are incorporated herein:

- Attachment A — Scope of Work to be Performed and Payment
- Attachment B — MARC Provisions & Installment Request Form
- Attachment C — Standard State Provisions for Contracts and Grants
- Attachment D — Other State Provisions
- Attachment E — Project Information Form

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: _____

Date: _____

Sub-Recipient:

Organization 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). Funds are provided to the SUB-RECIPIENT to support the provision of services and completion of products specifically described in this agreement and Attachment A and must be used in a manner that conforms to all relevant State standards, relevant rule, policy, procedure, or practice hereto.
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.
4. **Maximum Funding per Site:** The SUB-RECIPIENT will monitor funding for their project sites to ensure that total program grant funding for characterization, assessment and cleanup planning activities shall not exceed \$50,000 per brownfields site.
5. **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
6. **Fund Disbursement:** Disbursement of grant funds will be in one or more installments using the 'Installment Request Form' in Attachment B. The first installment shall be paid upon execution of this Agreement and based on the status of remaining FY22 funding. SUB-RECIPIENT may receive an initial installment of up to \$50,000.00 based on disbursement and encumbrance of FY22 funding. Additional installments may be made to the requesting SUB-RECIPIENT for a mutually agreed upon amount upon approval by MARC. The amount and timing of additional installments will be based on the disbursement and encumbrance of funding received to date and on the plan for encumbrance of the requested funding.
7. **Reallocation of Funding:** On or before December 31, 2023, SUB-RECIPIENT will provide a status report on the expenditure or encumbrance of the grant funds received to date. The SUB-RECIPIENT shall provide to MARC a mutually agreeable plan detailing the anticipated expenditure and encumbrance of any remaining funds. If the SUB-RECIPIENT cannot demonstrate, to the satisfaction of MARC, that SUB-RECIPIENT's remaining balance of grant funds can be expended or encumbered by March 30, 2024, then MARC reserves the right to recover the remaining funds for reallocation to other participating SUB-RECIPIENTS on a date to be determined.
8. **Return of Grant Funds:** On or before June 1, 2024, SUB-RECIPIENT will provide a final report on the expenditure and encumbrance of all grant funds received to date. The SUB-RECIPIENT will return to MARC any unexpended or unencumbered funds as of June 15, 2024.

- 9. Notification of Return of Grant Funds:** SUB-RECIPIENT will be notified in writing if they are to return all unencumbered funds with a date by which the funds must be received by MARC.
- 10. Performance Progress Reporting:** SUB-RECIPIENT shall provide progress reporting to MARC using a 'Brownfields Assessment Program Progress Report' template to be provided. Reports will include current program status on each brownfield site, project type, subcontract status, project cost and program disbursements including grant administration to-date and brief project narrative. Reports are to be submitted according to the following schedule. Incomplete reports will be returned.
- a. Quarter ending 9/30/2023, progress reporting shall be submitted on or before October 10, 2023;
 - b. Quarter ending 12/31/2023, progress reporting shall be submitted on or before January 10, 2024 along with a plan for encumbering remaining funds;
 - c. Quarter ending 3/31/2024, progress reporting shall be submitted on or before April 10, 2024;
 - d. Quarterly reporting must continue until all funds have been disbursed and expended and a final report shall be submitted no later than June 1st, 2024 or 45 days following the date all of the funds have been expended, whichever comes first.
- 11. 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 and State of Vermont and its agencies, departments, officers and employees, 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 signed subgrant agreement with their first request for Installment Form per.
4. SUB-RECIPIENT must provide a current progress report on expended and encumbered funding to-date, anticipated contracts in progress, and plan for encumbrance of requested funding along with all requests for installments. Approval for additional installments will consider compliance with prior progress reporting.
5. SUB-RECIPIENT must provide MARC with a completed 'Final Performance Report' no later than June 1st, 2024 or 45 days following the date all of the funds have been expended, whichever comes first.
6. SUB-RECIPIENT can access forms and resources at <https://marcvt.org/brownfields-revitalization-assessment-program-for-rpcs/> .

**MARC STATE BROWNFIELD GRANT
REQUEST FOR INSTALLMENT**

DATE: _____

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

INSTALLMENT #: _____

SUB-AGREEMENT #: _____

PAYABLE TO: _____

TOTAL AMOUNT DUE: _____

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

Authorization to Pay:

ATTACHMENT C

STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

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

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 sub-grantors.

(End of Other State Provisions)

ATTACHMENT E

Brownfields Assessment Revitalization Grant Program

Project Information Form (5-18-2023)

A. APPLICANT (RPC) INFORMATION

1. Name of Applicant:
2. Applicant contact person for purposes of application: _
3. Applicant address:
_
4. Applicant phone number:
_
5. Applicant e-mail address: _
6. Applicant's legal interest in the property to be redeveloped:
☐ Owner ☐ Prospective Purchaser ☐ None (The applicant has no relationship with the owner nor any prospective purchaser other than that one or more of these parties has requested the Applicant's support to conduct brownfields site investigations or corrective action planning.)

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

1. Name and address of property owner, if owner is not the applicant:
2. Interest in the property to be redeveloped:
☐ Reuse by Owner ☐ Reuse by Private Purchaser ☐ Reuse by Public Entity ☐ Other
If Other: _____

3. Property address and SPAN:
4. Brownfields Site Name (if different than address):
5. Size of property (in acres):
6. VTDEC Sites Management Section (SMS) Site Number for property:
7. VTDEC Site Project Manager (if known):

C. REQUESTED FUNDING

1. 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.

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

☐ YES ☐ NO ☐ Unsure

If NO, has an application & fee been transmitted? ☐ YES ☐ NO

If YES, please attach copy of application.

3. Estimated cost of requested work:

4. Briefly describe any previously completed environmental investigation work at the site:
5. Check box that best describes anticipated reuse:
- ☐ Housing
 - ☐ Commercial
 - ☐ Mixed Use
 - ☐ Industrial/Manufacturing
 - ☐ Park/Greenspace
 - ☐ Blight Elimination/Environmental Justice
 - ☐ Municipal Use
 - ☐ Health/Recreation
 - ☐ Other List Re-use: _____
6. Briefly describe the planned or intended re-use of the site and any revitalization plans that have been done (submit reuse plans if available). Include # housing units, # and sq. ft. of commercial space and anticipated uses, anticipated # jobs, estimated redevelopment cost, secured funding for redevelopment, redevelopment partners)
(Note that this general question can be broken down into sections per ACCD preference)

Please email this completed form to:

sarah.bartlett@vermont.gov and copy cingersoll@marcv.org

IMPORTANTLY: All project review requests submitted to DEC/Sarah Barlett must have the following subject heading in the submission email (NO MORE, NO LESS).

"ACCD BROWNFIELDS ASSESSMENT PROJECT REVIEW REQUEST"

Otherwise, your request could get buried and your review will be delayed.

LAMOILLE COUNTY PLANNING COMMISSION
STANDARD SUB-GRANT AGREEMENT
Amendment 1
With Central Vermont Regional Planning Commission
AGREEMENT# CVRPC_HEALTH EQUITY_FY22

1. Parties: This is an Agreement for services between the Lamoille County Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 52 Portland Street, 2nd Floor, Morristown, VT 05661, (hereinafter called "LCPC") and Central Vermont Regional Planning Commission with its principal place of business at 29 Main St, Suite 4, Montpelier, VT 05602 (hereinafter called "Sub-grantee"). It is the Sub-grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Sub-grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Sub-grant Agreement is to carry out a Scope of Work as described in Attachment A. The funding for this project is made possible through a grant from the Vermont Department of Health to help municipal leaders increase their understanding and capacity for including health equity language in planning and to improve or expand community infrastructure for physical activity and healthy food access while advancing health equity. The Sub-grantee's Scope of Work is listed in Attachment A. The Sub-grantee's Budget is detailed in Attachment B.
3. Maximum Amount: In consideration of the services to be performed by Sub-grantee, the LCPC agrees to pay Sub-grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$43,000.
4. Agreement Term: The period of Sub-grantee's performance shall begin on March 1, 2022, and end on May 31, 2024.
5. Source of Funds: Federal Funds: CFDA #93.391 & #93.991 CDC funds
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the LCPC and Sub-grantee.
7. General Guarantee: The Sub-grantee shall perform all work in a professional manner and accurately collect and transmit all data gathered pursuant to this Agreement.
8. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.

9. Contact persons for this grant agreement:

LCPC: Meghan Rodier

P: (802) 851-6339 E: meghan@lcpv.org

SUB-GRANTEE: _____

P: _____ E: _____

10. Attachments: This Agreement includes the following attachments which are incorporated herein by reference:

Attachment A – Scope of Work to be Performed

Attachment B - Payment Provisions

Attachment C – Standard State Grant Provisions

Attachment D – Agency of Human Services’ Grant Provisions

Attachment E - Financial Report Template

11. Flow Down: Attachments C & D contain Standard and Other State grant agreement language which refer specifically to LCPC’s Grant with Vermont Department of Health. All State and Federal requirements, if any, flow down to the Sub-grantee regardless of specific applicability.

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

LAMOILLE COUNTY
PLANNING COMMISSION

SUB-GRANTEE

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Tasha Wallis

Name: _____

Title: Executive Director

Title: _____

Agency: Lamoille County Planning Commission

Agency: _____

Attachment A

Scope of Work to be Performed

The Lamoille County Planning Commission Scope of Work is Included Below for reference. The scope of work for subgrantees appears below as Attachment A: Section 1.

LCPC SCOPE OF WORK

OVERVIEW

The State is providing funding to Lamoille County Planning Commission (LCPC), in partnership with the Vermont Association of Planning and Development Agencies (VAPDA) to help municipal leaders increase their awareness, understanding, and capacity for including health equity language in municipal plans, support municipalities with mobilizing local equity partners, and support municipalities with enhancing community-based, equitable resources for physical activity and healthy food access.

Three behaviors (physical inactivity, poor nutrition, and tobacco use) lead to four chronic conditions (Cancer, Heart Disease and Stroke, Type 2 Diabetes, and lung disease) resulting in over 50 percent of all deaths in Vermont (3-4-50). The Vermont Department of Health's (VDH), Physical Activity and Nutrition (PAN) program supports projects that increase health equity, improve access to physical activity, healthy food, and contribute to the State's goals of improving rates of physical activity and healthy eating to prevent people from being overweight, obese, and developing other chronic health conditions. Some populations in Vermont have experienced historical, systems-based discrimination, and racism, that continues today. As a result, such populations experience significant disparities in health outcomes, including higher rates of chronic disease and have been disproportionately impacted by COVID-19. These populations include, but are not limited to; people of color, indigenous peoples, refugees and English language learners, LGBTQ+, people experiencing homelessness, people living with disabilities, and people living in rural communities. The Grantee will support the creation and dissemination of health equity planning resources and piloting of community-based health equity and physical activity projects, contributing to Healthy Vermonters goals. Activities under this grant must include a focus on the populations described above.

DESIRED OUTCOMES

The work conducted under this agreement will help decrease the burden of chronic disease by:

- Decreasing the percent of youth (from 13% to 8%) and adults (from 28% to 20%) who are obese.
- Decreasing the percent of Vermont adults who get no leisure time physical activity (from 21% to 15%).

- Increasing the percent of Vermont adults meeting physical activity guidelines (from 60% to 65%).
- Increasing the percent of adolescents in grades 9-12 who participate in physical activity for at least 60 minutes on any day in the past 7 days (from 25% to 30%).

And the Grantee will work towards at least one of the following health equity goals:

- Improving determinant(s) of health, such as: the natural environment, or green space; built environment (e.g., buildings, sidewalks, bike lanes, and roads); recreational settings; physical barriers, especially for people with disabilities; aesthetic elements (e.g., lighting, trees, benches); or social environment (e.g., public safety, social norms, transportation options).
- Building on or incorporating partnerships across sectors (physical ability, income, BIPOC).
- Building on or incorporating previous community inclusion efforts (physical ability, income, BIPOC).

See <https://www.healthvermont.gov/about-us/our-vision-mission/health-equity> for more information.

WORK PERIODS

The Grantee will complete all tasks associated with this agreement during the following work periods:

Period 1: 3/1/2022 - 6/30/2022
 Period 2: 7/1/2022 - 9/30/22
 Period 3: 10/1/2022 - 12/31/2022
 Period 4: 1/1/2023 - 3/31/2023
 Period 5: 4/1/2023 -6/30/2023
 Period 6: 7/1/2023 – 9/30/2023
 Period 7: 10/1/2023 – 12/31/2023
 Period 8: 1/1/2024-03/31/2024
 Period 9: 4/1/2024 – 5/31/2024

Grant Monitoring & Technical Assistance

The State of Vermont will conduct regular monitoring activities to ensure compliance with the terms of this agreement. Monitoring activities will include desk reviews of each invoice and any associated deliverables; telephone, in-person and electronic monitoring activities related to on-going technical assistance, grant performance and management; and an annual in-person site visit. Additional monitoring activities may occur, if deemed necessary.

Performance-Based Agreements

All grants and contracts executed by the State of Vermont are performance-based agreements. Using Results-Based Accountability (RBA) as a “common sense-based” approach to performance management, the measures in this agreement include quantity (how much?), quality (how well?), desired outcomes (are Vermonters any better off?), and timeliness as goals that incorporate these

agreements required services/activities into the larger continuum of chronic disease prevention. Grant performance will be measured and evaluated by these metrics.

Program Evaluation

The Vermont Department of Health has a strong, ongoing commitment to high quality program evaluation. All VDH programs are expected to build evaluation into their work.

Evaluations performed by the Division of Health Promotion and Disease Prevention (HPDP) are conducted following a set of guiding principles that emphasize data utility, collaboration with stakeholders throughout the evaluation cycle, sharing resources for a larger impact, conducting mixed methods evaluation whenever possible, and looking for a balance of process and outcome evaluation as resources allow.

All evaluation work in HPDP incorporates the department-wide performance management system. The Healthy Vermonters 2020 performance management system brings together population health data at statewide and local levels as well as program performance data. Vermont's online performance management system was noted as an Area of Excellence by the Public Health Accreditation Board (PHAB) Accreditation Committee. The novel Healthy Vermonters 2020 performance management system utilizes two web-based software solutions to support transparent, accessible, data-driven decision making. This publicly available system holds the Health Department accountable for its strategies to improve health outcomes (<https://www.healthvermont.gov/about/reports/healthy-vermonters-health-status-reports>). The comprehensive system is built around Healthy People 2020 topic areas and creates a results-oriented frame for public health work. Composed of thematic Scorecards to track performance and geographically focused Maps and Trends reports, the system utilizes Results Scorecard and InstantAtlas software. Each component displays 121 Healthy Vermonters indicators – the measures of population health status that constitute State Health Assessment priorities. The Scorecard components also display program performance measures to help staff track how well their work contributes to those population indicators.

All VDH program staff undergo training in program evaluation, which includes discussion of the role program staff play in the participatory evaluation mode. The structure for evaluation within HPDP allows for rapid development of evaluation plans and launch of evaluation processes with either internal staff or through an existing capacity contract(s) with external evaluators.

All evaluation work is overseen by the division's Director of Evaluation. This serves to help coordinate evaluation resources, promotes consistent evaluation practices, and builds-in ongoing support and technical assistance for all evaluation activities.

All VDH subrecipients are expected to participate in evaluation activities as part of their ongoing work as prescribed in their annual workplan. Participation may include, but not be limited to:

1. Identifying available data sources that can/will inform the evaluation activities
2. Determining how data will be collected, stored and transferred/communicated to the State

3. Defining the timing and frequency of data collection
4. Participating in regularly scheduled in-person, telephonic or virtual meetings

TASKS AND DELIVERABLES

Task 1: Financial Reporting

Using the categories listed on the grant budget, the Grantee will complete and submit a financial report for each work period that lists actual personnel costs, operating expenditures, and any other allowable direct costs related to the tasks and deliverables in this agreement. Indirect costs are “earned” based on the agreed-upon indirect reimbursement rate as a percentage of direct costs reported. These reports will also include a column that demonstrates total expenditures to date, as well as any budget amounts remaining. If any reported costs are related to travel expenditure reimbursement, please see **Payment Provision #8** in Attachment B-Payment Provisions for the appropriate reporting requirements.

Deliverable 1: Financial Reports

The Grantee will submit an invoice and financial report to the State within thirty (30) days of the close of each work period using the format included in Appendix 1-FINANCIAL REPORT TEMPLATE.

Task 1 Performance Measure

Failure to submit an error-free invoice and financial report in a timely manner will result in a 5% reduction of the payment amount requested for each late submission.

Task 2: Health Equity and Planning Toolkit

The Grantee, as lead Regional Planning Coordinator (RPC), will develop a health equity and planning toolkit and conduct training for other planners. Grantee will also participate on and support the VDH State Engagement Model (StEM) Team(s).

To develop a Toolkit, Grantee will:

- a. Research existing (international, national, state, local) health equity and planning examples.
- b. Solicit health equity and planning examples from stakeholders including other RPCs, VDH staff, StEM partners, other planners, and leaders from traditionally underrepresented communities.
- c. Based on research and conversations, develop a Health Equity and Planning Toolkit for Vermont communities, with best practice examples and sample language, that can be incorporated into Vermont’s regional and municipal planning documents

At least one draft should be reviewed by other RPCs, VDH staff, StEM partners, and leaders from traditionally underrepresented communities.

Grantee will incorporate feedback to create a final document.

Grantee will work with partners to disseminate the toolkit to Vermont's regional and municipal planners through at least two "channels", such as list serves, websites, or in-person trainings.

Deliverable 2a: Toolkit Progress Report

At the close of work periods one (1), two (2), and three (3), the Grantee will submit a narrative describing work conducted and progress made on toolkit development, including: research sources, contributing partners, draft toolkit, final toolkit, and report on dissemination methods.

Task 2a: Performance Measure

Failure to include input from at least two (2) leaders from traditionally underrepresented communities will result in a 5% reduction of the full payment amount requested for work period three (3) for this Deliverable.

Deliverable 2b: Final Toolkit Submission and Dissemination Report

At the close of work period three (3), the Grantee will submit the Final Toolkit to the State. The Grantee will also provide a Dissemination Report detailing the date, method and recipient of the Toolkit.

Task 3: Training on Health Equity and Planning Toolkit

The Grantee will work with VDH to develop and coordinate Health Equity and Planning training for regional and municipal planners on the Health Equity and Planning Toolkit described in Task 2.

Tasks include working with VDH and external partners (StEM participants, leaders from underrepresented communities) to:

- a. Create and disseminate a survey to identify training needs of planners and municipal leaders around equity, planning, and health;
- b. Use information from the survey to create a health equity and planning training curriculum. Content will include strategies on ways to effectively engage underrepresented communities in municipal planning efforts. VDH equity staff will be asked to assist with connecting the Grantee with leaders of different underrepresented communities and VDH will invite StEM partners to participate in training, as desired.
- c. Choose dates; format; and presenters. This may be a 'train the trainer' event for planners, so they can train other planners on health equity and planning.
- d. Promote training, to a broad audience that will maximize session attendance and content uptake. Methods of promotion should include, but not be limited to:
 - Email
 - Social Media (Facebook, Instagram, Twitter, LinkedIn, etc.)

- List Serve Postings
 - Blog Posts
 - Electronic Newsletters
 - Partner Agency Communication Channels/Networks
- e. Deliver, or hire consultant to deliver, training using technology to keep participants engaged and energized. Video should be used to create and maintain a sense of community during sessions. Ground rules should be established to ensure a smooth training session. The use of online input tools such as chat, polling, and surveys should be used to fortify engagement and encourage vibrant participation of all attendees. Other tools to improve engagement and participation should include the use of virtual breakout rooms, and post-session feedback to “continue the conversations(s)” and enhance the total training experience.
- f. Use a post training survey to evaluate usefulness of the content and knowledge gained by participants.

Deliverable 3: Health Equity and Planning Training Progress Report

At the close of work periods one (1), two (2), and three (3), the Grantee will submit a Health Equity and Planning Training Progress Report that includes; needs assessment surveys and results; drafts and final agendas, presentations, information about trainers (names and qualifications), format, dates; list of attendees, and post training evaluations

Task 4: StEM Team Workgroup

The Grantee will participate in and co-lead, a State Engagement Model (StEM) workgroup. This includes participation in planning a meeting with VDH, attending a StEM meeting, assisting with completion of StEM related tasks and activities.

Deliverable 4: StEM Team Workgroup Report

At the close of each work period, the Grantee will submit a narrative StEM Team Workgroup Report detailing StEM meeting attendance, a summary of topics discussed, and any action items agreed upon.

Tasks 5: Sub-agreements with the other Regional Planning Commissions (RPCs),

Lead RPC will develop and execute sub-agreements with the other ten (10) Regional Planning Commissions (RPCs) of up to \$43,000 each, to support their building staff capacity and implementing health equity and planning activities with municipalities in each of their regions.

The ten RPC Subgrant tasks will include each RPC:

- A. Assisting Lead RPC with Health Equity and Planning Toolkit content and development,

- B. Building RPC staff knowledge and skills around health equity and planning, through requiring RPC staff to attend health equity and planning training (equal to \$20,000 of staff time per RPC),
- C. Implementing health equity and planning tools and learnings: each RPC will provide assistance to local municipalities to integrate health equity and planning resources developed in Task 2 (up to \$20,000 of staff time per RPC) and up to \$3,000 to be used for stipends for people from the special populations to participate in local health equity and planning work):
 - i. Each RPC, including one in the Grantee's region, will identify and provide training, technical assistance and support to town(s) in each region, up to \$20,000 of RPC staff time, to pilot the health equity and planning tools and resources. RPCs may work with VDH, as needed, to identify communities in each region.
 - ii. RPCs, with VDH assistance as needed, will engage with representatives from underrepresented communities to increase understanding about pilot project implementation opportunities, selection process, and outcomes.
 - iii. Grantee (lead RPC) and sub-grantees will monitor, and report successes and lessons learned, including assessing the extent to which priority populations felt like they had a meaningful opportunity to participate in the planning process.

Deliverable 5a: Updated RPC Sub-Agreements

At the close of work period five (5), the Grantee will submit updated copies of revised/amended RPC Sub-Agreements.

Deliverables 5b: RPC Sub-Agreement Report

At the close of work periods two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), and nine (9) the Grantee will submit an RPC Sub-Agreement Report that includes a high-level summary of RPC progress on meeting the following goals:

- a. RPC work period reports on activities related to assisting with Toolkit development, training attendance, and implementation
- b. RPC work with local pilot projects that describes community selection process including town(s) selected, why, and how health equity was considered; description of Technical Assistance provided; examples of town-specific documents created, if any.
- c. Submission of work period categorical budget expenditures for each RPC

Task 6: RPC Health Equity Community Project

The Grantee will review the scope of the Health Equity and Planning work related to this agreement and provide a narrative summary capturing successes, barriers, lessons learned, and recommendations for sustaining health equity and planning work in the future.

Deliverable 6: Final RPC Health Equity Community Project Report

At the close of work period nine(9), the Grantee will submit a Final RPC Community Project Report that describes communities, populations reached, health equity tools used, and lessons learned.

Attachment A-Section 1

Scope of Work for SUB-GRANTEE

The SUB-GRANTEE will be accountable for contributing to the above scope of work. The specific tasks include:

Task 1: Toolkit Development and Health Equity Training (\$20,000)

- A. Assist LCPC with developing, researching, and reviewing the Health Equity and Planning Toolkit.
- B. Provide feedback and input to help develop Health Equity and Planning training.
- C. Attend Health Equity and Planning trainings.

Task 2: Community Implementation Projects (\$20,000)

- A. The SUB-GRANTEE will implement the Health Equity and Planning Tools by assisting local municipalities in integrating the Health Equity and Planning Toolkit resources.
 - a. The SUB-GRANTEE will identify at least one municipality, or several, to provide technical assistance and support to pilot the Health Equity and Planning Tools and resources. The SUB-GRANTEE may work with LCPC and the Vermont Department of Health (VDH), as needed, to identify implementation communities.
 - b. The SUB-GRANTEE, with LCPC and VDH assistance as needed, will engage representatives from underrepresented communities (target population) to increase understanding about the community implementation opportunities, process, and outcomes.
 - c. SUB-GRANTEE and LCPC will monitor, and report successes and lessons learned, including assessing the extent to which priority populations felt like they had a meaningful opportunity to participate in the planning process.

Task 3: Community Implementation Stipends (\$3,000)

- A. The SUB-GRANTEE will provide stipends to individuals from the target populations to adequately compensate the time and expertise of each community volunteer with lived experience.

Deliverables

- A. Prior to, or at the close of work period one (1), the SUB-GRANTEE will submit a signed copy of this SUB-GRANT AGREEMENT.

- B. At the close of work periods one (1), two (2), three (3), four (4), and five (5), the SUB-GRANTEE will submit a Sub-Agreement Report that includes a high-level summary of the progress on meeting the following:
 - a. Work period reports on activities related to assisting with Toolkit development, training attendance, and implementation activities.
 - b. Community implementation progress and report that describes the town(s) selected, why, and how health equity was considered; description of Technical Assistance provided; examples of town-specific documents created, if any.
- C. Financial Report that includes the work period categorical budget expenditures.

Attachment B

Payment Provisions

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


- A. General. The LCPC agrees to **reimburse** the SUB-GRANTEE and the SUB-GRANTEE agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachments A and B **a maximum sum not to exceed Forty-Three Thousand dollars (\$43,000)**. All costs necessary to carry out the activities described in Attachments A and B, are to be determined by actual cost records kept by the SUB-GRANTEE and any sub-contractors of the SUB-GRANTEE in accordance with the provisions of this Agreement, the cost principles established by 49 CFR 18.22 and 48 CFR 31.2, 2 CFR 225, and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Payment Procedures. The LCPC shall reimburse the SUB-GRANTEE for actual expenses incurred by the SUB-GRANTEE within 30 days of an invoice by the SUB-GRANTEE, unless other special arrangements are made between the LCPC and the SUB-GRANTEE. Requests for payment shall be accompanied by progress reports and be made directly to the LCPC, for all work. Request for payment for sub-contractor activities shall be included with the SUB-GRANTEE's submittals but will be documented separately.

The above payments shall be made promptly in accordance with applicable STATE and Federal regulations.

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

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

Budget by Task		
Task 1	Toolkit Development and Health Equity Training	\$20,000
Task 2	Community Implementation Projects	\$20,000
Task 3	Community Representative Stipends	\$3,000

 Work Period #	Work Period Dates	Required Deliverables	Due Date
1	3/1/22-6/30/22	1. Sub-grant Agreement 2. Financial Report 3. Progress Report	7/15/22
2	7/1/22-9/30/22	1. Financial Report 2. Progress Report	10/15/22
3	10/1/22-12/31/22	1. Financial Report 2. Progress Report	1/15/23
4	1/1/23-3/31/23	1. Financial Report 2. Progress Report	4/15/23
5	4/1/23-6/30/23	1. Final Financial Report 2. Progress Report	7/15/23
6	7/1/23 – 9/30/23	1 Financial Report 2. Progress Report	10/15/23
7	10/1/23 – 12/31/23	1 Financial Report 2. RPC Sub-Agreement Report	1/15/24
8	1/1/24 – 3/31/24	1 Financial Report 2. Progress Report	4/15/24
9	4/1/24 – 5/31/24	1 Final Financial Report 2. Final Progress Report 3. Final RPC Health Equity Community Project Report (Task 6)	6/15/24

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

Name: Meghan Rodier, Regional Planner & Georgeana Little, Office Manager
Address: Lamoille County Planning Commission
PO Box 1637
Morrisville, VT 05661
E-mail: meghan@lpcvt.org and georgeana@lpcvt.org

Additionally, the following six (6) provisions are applicable:

1. The SUB-GRANTEE shall provide at **error-free** invoice and financial report no later than fifteen (15) days following the end of each work period. The SUB-GRANTEE will not be paid for any deliverables that were not previously approved by the LCPC.
 - a. Invoices must be **signed and dated by the SUB-GRANTEE**, and must include the following:
 - SUB-GRANTEE's name
 - SUB-GRANTEE's mailing address
 - Vermont state grant number
 - Work Period
 - Invoice date
 - Task and/or deliverable number and description
 - Amount due, per actual expense
 - Any required deliverable materials
 - And reductions associated with the failure to meet performance measures
2. **Failure to submit an error-free invoice, progress report(s), and financial report(s) by the deadline for each quarter, will result in a postponement of payment until the following quarter.**
3. Any purchases of goods or equipment greater than \$5,000 must be requested in writing by the SUB-GRANTEE and pre-approved by the LCPC and state. The intent of this provision is to set a limit for a one-time purchase, or an aggregate purchase of the same items up to a maximum of \$5,000. Invoices/purchases should not be split in an attempt to stay under this threshold. Any purchases of goods or equipment require the submission of an itemized receipt for reimbursement.
4. The SUB-GRANTEE shall:
 - ☒ Maintain a copy of all receipts on file for review upon request by the LCPC or the State,
 - ☒ Include a copy of all receipts for direct costs requested for reimbursement.
 - ☐ Other:
5. In the event of a multi-year or overlapping fiscal year contract, all expenses incurred in a given fiscal year must be billed in that fiscal year in order to qualify for reimbursement.
6. Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, and a final financial report documenting expenditure of grant funds.
7. Travel Expense Reimbursement
Any out-of-state travel must be requested in writing by the SUB-GRANTEE and pre-approved

by the LCPC. The LCPC will reimburse the SUB-GRANTEE for actual, reasonable and necessary travel and other authorized expenses related to the completion of the tasks and deliverables included in this agreement. Economy, prudence and necessity are of primary concern when planning and paying for travel and expenses. Beyond assuming a reasonable level of safety and convenience for travelers, every effort should be made to keep travel and expenses to a minimum. Any reimbursement requested must reflect the actual cost paid or incurred. Expenses will be reimbursed as follows:

Commercial Air Transportation-Subject to the needs of travelers and a reasonable level of convenience, selection of airfare is restricted to the lowest available coach, economy or discount airfare. A 'reasonable level of convenience' does not preclude selection of indirect flights and flights with modest layovers that result in significant dollar savings. Business class, first class and other premium airfare or fees charged by airlines for preferred seating are not allowable expenses. Travelers are responsible for ensuring airfare is purchased competitively by comparing and documenting available rates at common airline carriers, internet-based travel websites and/or travel agencies. Fees charged by travel agencies for ticketing are considered part of the cost of airfare.

Lodging-For travel requiring an overnight stay, the actual cost of reasonable and necessary lodging is an allowable expense. As the price of lodging can vary significantly by travel destination, travelers are responsible for ensuring the reasonableness of all lodging expenses. Proximity of the lodging to the event(s) is a valid factor in assessing the reasonableness of the expense. Lodging expenses (room charge, applicable taxes and internet charges) are all reasonable, reimbursable costs.

Ground Transportation-Persons traveling by common carrier (air/bus/rail) should select the most economical ground transportation available at the destination, depending on the business need for travel and the availability of transportation services. Ground travel expenses may be reimbursed using the following travel modalities:

- ***Mileage Reimbursement***-Reimbursement of any travel using a privately-owned vehicle will be at the prevailing State of Vermont rates at the times/dates travel occurs.
- ***Public Ground Transportation***-Travelers may be reimbursed for reasonable expenditures for public ground transportation to and from air/bus/rail terminals, hotels, meeting places and business appointments. Travelers should select the most economical mode of ground transportation that is appropriate based on the circumstances and a reasonable level of security and convenience for the traveler.

- **Rental Vehicles-** A rental vehicle may be considered if business travel, other than between the common carrier terminal and the meeting/lodging site, is required and public ground transportation is **clearly** not adequate. If a rental vehicle is necessary for business purposes, but also used for personal travel, then any additional costs incurred because of personal use shall not be paid/reimbursed.
- **Grantee Fleet Vehicles-** Reimbursement for use of grantee-owned/operated fleet vehicles will be at the established annual cost-per-mile rate as determined from average actual cost-per-mile from the most recently completed business cycle (i.e. fiscal year).

Miscellaneous Expenses-The following is a list of miscellaneous travel expenses that may be reimbursed to travelers. This list is not intended to be all-inclusive, but in all cases, expenses must have a valid business purpose and be reasonable, necessary and actually incurred.

- **Baggage Fees** charged by airlines or other common carriers. Fees for excessive baggage or personal items such as golf clubs, skis, etc. are not reimbursable.
- **Business Expenses-**Miscellaneous expenses such as office supplies or postage incurred while in a travel status for necessary business purposes.
- **Gasoline** for an authorized rental vehicle.
- **Internet Connectivity** in lodging, airplanes or other public spaces provided it is necessary for business purposes and not for the personal convenience of the traveler.
- **Parking & Tolls** for parking meters, parking garages, surface lots and road, bridge or tunnel tolls while on official business.
- **Telephone Charges** billed on hotel bills and documented long-distance calls from personal phones that are business related.
- **Tips & Gratuities** for luggage handlers, hotel housekeepers, valets, taxicab drivers, etc. that are customary for the service provided, not excessive in amount, and provided that the underlying expense or activity is a reimbursable expense. **Note:** The maximum reimbursable amount for meals includes all taxes and gratuities.

Registration Fees-Registration fees required for participation in conferences, meetings, seminars, conventions, trainings or workshops are allowable expenses when supported by adequate documentation (please note that most registration fees require payment in advance of the event). When a meal(s) is included in the registration fee, the traveler is not eligible for additional meal reimbursement.

Meals-Travelers will be reimbursed for meals using State of Vermont per diem maximum rates. The maximum meal reimbursement rates are inclusive of all food, non-alcoholic beverages, services, taxes and gratuities. Different rates are established for breakfast, lunch and dinner, as well as in-state and out-of-state meal per diem. Only meals taken by travelers when away

from their residence and official workstation are eligible for reimbursement. Alcoholic beverages are not an allowable cost for reimbursement. Reimbursement for meals provided during a conference or training are not an allowable expense. Per diem meal reimbursement rates are as follows:

In-State Meal Per Diem:

Breakfast	\$5.00
Lunch	\$6.00
Dinner	<u>\$12.85</u>
Total/Day	\$23.85

Out-of-State Meal Per Diem:

Breakfast	\$6.25
Lunch	\$7.25
Dinner	<u>\$18.50</u>
Total/Day	\$32.00

Meal Receipts-Travelers are required to submit receipts for meal reimbursements.

Travel Expense Reimbursement Report Detail

The Contractor will provide a detailed accounting of all travel-related expenditures related to this agreement for reimbursement, by traveler using the format established above. The report will include the following additional detail:

Travelers Name
Reason for trip
Departure location
Destination
Departure date/time
Return date/time
Miles (if driven) x Reimbursement Rate = Mileage Reimbursement
Meals (list day/date/meal(s))
Registration Fees
Lodging (day(s)/date(s))
Other Authorized Costs

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

Agency of Human Services' Customary Contract/Grant Provisions

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of thi Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities

of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. Employees and Independent Contractors:

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. Data Protection and Privacy:

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place of birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule

No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State,

Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. Other Provisions:

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

Attachment E

FINANCIAL REPORT TEMPLATE

Subrecipient: _____ Grant # _____

Report for period from: _____ through: _____

Item Description	Annual Budget	Less: P1 Expenses	Less P2 Expenses	Less P3 Expenses	Less P4 Expenses	Remaining Balance
<u>Personnel:</u>						
Salaries	\$					
Fringe	\$					
Subtotal Personnel	\$					
<u>Non-Personnel:</u>						
Contracts/Sub-Awards	\$					
Non-Capital Equipment	\$					
Supplies/Materials	\$					
Incentives/Promotional	\$					
Advertising	\$					
Printing	\$					
Postage	\$					
Telephone	\$					
Education & Training	\$					
Travel	\$					
Subtotal Non-Personnel Costs						
TOTAL DIRECT COSTS (Personnel + Non-Personnel)	\$					
Indirect Costs	\$					
TOTAL BUDGET/EXPENDITURES	\$					

Authorized Signature: _____ Date: _____

**CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION
STANDARD SUB-GRANT AGREEMENT
With CENTRAL VERMONT REGIONAL PLANNING COMMISSION
AGREEMENT# CVRPC_WQ_FY23**

The above referenced agreement effective July 1, 2002, and fully signed on August 5, 2022, is hereby amended as follows:

3. Maximum Amount: In consideration of the services to be performed by Subgrantee, the CCRPC agrees to pay Subgrantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed ~~\$25,423.00~~ **\$21,423.00.**

All other provisions and attachments of the original agreement remain in place.

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

CHITTENDEN COUNTY
REGIONAL PLANNING COMMISSION

CENTRAL VERMONT REGIONAL
PLANNING COMMISSION

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____



MEMO

Date: June 1, 2023
To: Executive Committee
From: Christian Meyer, Executive Director
Re: Job Description – Office Manager

✉ **ACTION REQUESTED:** Approve the revisions to the office manager position to permit up to 30 hours a week.

The position of office manager is currently set to between 24 and 28 hours per week. In reviewing the workload of the current office manager, the executive director is requesting the modification of the job description to permit between 24 and 30 hours per week. This would allow the current office manager to increase her hours from 7 hours four days a week to 7 1/2 hours four days a week. The additional time would be used to take on several tasks that current scheduling has not allowed to be completed.

Beyond to the cost of the additional staff hours, this modification would trigger providing the office manager with short-term and long-term disability as well as life insurance at a cost of \$36.46 per month to the agency.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

OFFICE MANAGER

Job Description

GENERAL DESCRIPTION

The Office Manager position improves the Commission's customer service and staff retention by creating a productive work environment and ensuring our team gets the support it needs. The Office Manager creates, monitors, and continually seeks to improve office operations, procedures, and resources. This position requires an attention to detail, the skills of a diplomat, and the ability to respond quickly to changing workloads.

The Office Manager works independently under the general direction of the Executive Director and provides administrative support to planning staff and Commission. It is the position's responsibility to deal regularly with, and represent the Commission to, a variety of outside institutions, government and insurance agencies, and vendors.

Work is primarily at the CVRPC office and attendance at limited evening meetings is required. Limited field work may be required. This is a part-time position for ~24-~~28~~ 30 hours per week.

CHARACTERISTIC DUTIES

- Develop, administer, and improve business management processes, systems, and policies, such as employee benefits, insurance, contracts, fixed assets, leases, and purchases.
- Review and implement procedural and policy changes to improve operational efficiency and maintain compliance with state and federal laws and best practices.
- Work with the Executive Director and staff to ensure an accurate, timely, efficient, and transparent process for the entire grant life cycle, from proposal to close; develop, administer, and train staff on policies, systems, and documentation to ensure grant compliance; surface and address issues.
- Maintain digital and hard copy filing and record-keeping systems; assist planners with database entry, record keeping, and filing.
- Maintain the condition of the office, arrange for necessary repairs, and secure and manage office-related contractors.
- Maintain office equipment; coordinate purchase and installation of equipment.
- Order and manage inventory of office supplies.
- Maintain mailing lists and records, manual and computerized; coordinate mailings; retrieve, and distribute mail.
- Organize staff, Commission, and other meetings as assigned by arranging meeting locations, distributing/posting agendas, and taking minutes.
- Oversee recruitment and training of new staff, including facilitating the hiring process, completing on-boarding activities, and training on office policies and procedures.
- Serve as principal receptionist; answer phone and greet visitors; take messages; answer basic questions related to Commission functions, services, policies, and procedures.

- Fill requests for information; assist in data collection and analyses and report production; provide clerical support, including the photocopying and distribution of materials.
- Edit newsletters and reports; prepare annual reports; prepare special reports and projects.
- Manage social media and website.
- Pursue professional development opportunities that expand knowledge and skills.
- Support accounting functions by making bank deposits, entering account payables, tracking paid time off, and assisting finance manager with capital budgets for municipalities.

TYPICAL KNOWLEDGE

- Considerable knowledge of data, administrative management, and business principles and practices and procedures.
- Knowledge of clerical practices and procedures.
- Demonstrated knowledge of human resources management practices and procedures.
- Knowledge of OMB's Uniform Guidance at 2 CFR Part 200 and Vermont Agency of Administration policy, procedure, and guidance.
- General knowledge of computer systems, office software packages,
- Familiarity with the operations and management of typical office equipment and office support systems.

TYPICAL SKILLS

- Attention to detail.
- Ability to prioritize duties and work on several issues simultaneously to meet firm deadlines.
- Ability to develop and implement administrative procedures and evaluate their effectiveness.
- Ability to supervise and to exercise discretion in applying policies.
- Ability to communicate effectively orally and in writing and to work independently.
- Ability to be proactive to initiate actions as needed.
- Self motivated to learn new concepts and to participate in new projects.
- Strong administrative, analytical, and communication skills.
- Ability to problem solve with computers and manage computer files.
- Comfort working in a fast-paced environment.

MINIMUM QUALIFICATIONS

- Associates degree in business or equivalent required (B.A. or B.S. preferred) and at least 3 years of similar administrative experience in an office setting or a high school diploma with at least 6 years of similar experience.
- Proficiency in Microsoft Office suite required.
- Strong administrative, analytical, and communication skills essential.
- Ability to work effectively with staff, board members, and the public essential.
- Relevant knowledge of grant management and contract administration highly desirable.
- Working knowledge of QuickBooks desirable.
- US citizen or otherwise lawfully authorized to work in the United States.

Adopted: 01/02/18



MEMO

Date: June 1, 2023
To: Executive Committee
From: Christian Meyer, Executive Director
Re: DRAFT FY24 Budget

✉ ACTION REQUESTED: Adopt the FY24 work plan and budget.

Setting

As new federal programs continue to be launched and deadlines loom for the obligation of ARPA funding, the budget is marked by uncertainty and a push to provide additional support to rural communities to access grant funding. The landscape has been further complicated by the Governor's veto of the budget, which includes new funding for RPCs.

While it is common for programs to end and new programs to begin, this budget is substantially expanded over last year due in large part to the greatly expanded contractor services that will be procured through the Clean Water Service Provider (CWSP).

The budget calls for the employment of 10 positions at 9.5 full time equivalent. This includes:

- Executive Director
- Office Manager
- Natural Resources Senior Planner
- Natural Resources Planner
- Energy and Climate Planner
- Transportation Planner (Vacant)
- Emergency Management and Transportation Planner
- Land Use Senior Planner
- Land Use Planner
- Community Development (Vacant)

Work Program

The FY 24 Work program follows many of the themes of previous work plans. The forthcoming fiscal year will be distinguished with substantial staff time being committed to the update of the CVRPC Regional Plan. Additionally, we anticipate potential new efforts being put toward providing additional technical capacity to communities to access federal funding opportunities.

As we do each year, we have worked to develop a list of potential tasks we will complete with each of our municipalities. This list is a starting point and CVRPC welcomes additional requests for assistance throughout the year. Requests are filled on a first come, first served basis based on staffing capacity.

Summary

While the numbers in the budget are becoming fairly firm, we expect some new funding numbers will not be available until early FY24. We are excited about working with our communities throughout the coming year. A longer presentation will be given to the Full CVRPC Board of commissioners on the adopted work plan and budget at the July Meeting.

DRAFT

Central Vermont Regional Planning Commission Fiscal Year 2024 Work Program

Introduction CVRPC

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

The central Vermont planning area encompasses 23 municipalities and covers approximately 814 square miles and is home to 65,747 residents. Member municipalities include:

- | | | |
|-------------------|--------------|----------------|
| ▪ Barre City | ▪ Marshfield | ▪ Waitsfield |
| ▪ Barre Town | ▪ Middlesex | ▪ Warren |
| ▪ Berlin | ▪ Montpelier | ▪ Washington |
| ▪ Cabot | ▪ Moretown | ▪ Waterbury |
| ▪ Calais | ▪ Northfield | ▪ Williamstown |
| ▪ Duxbury | ▪ Orange | ▪ Woodbury |
| ▪ East Montpelier | ▪ Plainfield | ▪ Worcester |
| ▪ Fayston | ▪ Roxbury | |

CVRPC's professional, skilled staff expands local capacity, and works to link local, state, and federal visions for the future planning. This Work Plan is its annual statement of planned activities.

Our Work

REGIONAL PLANNING

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

CVRPC's statutory duties include participating in Act 250 and Section 248 project review, completing approvals of municipal plans when requested by a municipality, consulting with municipalities about implementation of their plans and CVRPC services, and making determinations of compliance regarding municipal plans and State energy goals. By participating in regulatory processes, CVRPC aims to shape development and to support municipal and regional conservation and development goals. Approvals

verify that a municipal plan addresses all plan elements and State goals required by statute. Municipalities with approved plans are eligible for certain State grants. Determinations of energy compliance verify that municipalities are working to meet Vermont's energy goals, which provides a municipality with substantial deference in Section 248 proceedings.

CVRPC comments on State and Federal Agency plans and proposals so regional and local viewpoints are considered and policy issues are informed by RPC research and analysis. In FY24, CVRPC anticipates providing a Central Vermont perspective for updates to the State Hazard Mitigation Plan, Winooski River Tactical Basin Plan, Renewable Energy Standards, the State update to Climate Action Plan and other opportunities that may arise.

CVRPC coordinates activities with other organizations and represents the interests of the Region on commissions, committees, and boards, such as: West Central Vermont Comprehensive Economic Development Strategy Steering Committee, the THRIVE Leadership Partners, Central Vermont Economic Development Corporation, Green Mountain Transit, and VT Association of Planning & Development Agencies (VAPDA). CVRPC represents regional interests on the CVEDC Legislative Committee, Mad River Valley Planning District Steering Committee and participates in VAPDA's various committees, including the Vermont Center of Geographic Information.

BROWNFIELD REDEVELOPMENT

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

In FY24, CVRPC will continue collaborating with the State of Vermont to assist property owners with brownfield assessments and accessing redevelopment funding. A CVRPC Brownfields Advisory Committee works with proposers to select sites that may benefit from environmental assessments, fund those assessments, carry out public outreach, and, if necessary, create plans for how specific sites could be cleaned up for reuse.

CVRPC's Brownfield Program:

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

EDUCATION & TRAINING

CVRPC provides opportunities for Commissioners and municipalities to learn about pertinent topics. In FY24, CVRPC will sponsor, present and publicize multiple workshops and events, such as:

- ❖ Essentials of Land Use Planning,

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- ❖ Enhanced Energy Planning,
 - ❖ Municipal Solar Project Development,
 - ❖ Health Equity and Town Planning,
 - ❖ Village Infrastructure and Housing
 - ❖ Roundtables for municipal staff and volunteers,
 - ❖ Other municipally-requested topics, and
 - ❖ Statewide trainings delivered at the regional level.

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

Municipal Technical Assistance

CVRPC will work one-on-one with municipalities as need dictates to ensure there is adequate capacity to achieve local planning goals and meets the requirements of state programs.

- ❖ *Barre City* – Energy assessments and implementation assistance, VCRD Window Dressers in collaboration with Montpelier, floodplain bylaw update assistance, Local Hazard Mitigation Plan, Local Emergency Management Plan, transit-oriented development master planning, transit assistance, Barre Auditorium final design, and road erosion inventory.
- ❖ *Barre Town* – Energy assessments and implementation assistance, floodplain bylaw update assistance, Village Center Designation, Local Hazard Mitigation Plan, Local Emergency Management Plan, and traffic counts.
- ❖ *Berlin* – Energy assessments and implementation assistance, manhole inventory, Local Development District Northern Borders Regional Commission grant, study support for transit-oriented development master planning in Riverton Village, New Town Center implementation assistance (Fisher Road implementation and Route 62/Berlin Mall Road realignment funding plan), floodplain bylaw updates assistance, Local Emergency Management Plan.
- ❖ *Cabot* – Grant writing and bylaw assistance, energy assessments and implementation assistance (Town Hall), floodplain bylaw update assistance, statutory consultation, Local Hazard Mitigation Plan, and Local Emergency Management Plan.
- ❖ *Calais* – East Calais Moscow Road bridge replacement grant support, Kent Hill Road scoping study, Town Plan update support, energy assessments and implementation assistance, floodplain bylaw update assistance, bridge and culvert inventory, Moscow Woods Road stormwater implementation, speed study – various locations, and Local Emergency Management Plan.
- ❖ *Duxbury* – Bridge and culvert inventory, floodplain bylaw update assistance, energy assessments and implementation assistance, Local Hazard Mitigation Plan, and Local Emergency Management Plan.
- ❖ *East Montpelier* – Enhanced Energy Plan support, bridge and culvert inventory, energy assessments and implementation assistance, floodplain bylaw update assistance, and Local Emergency Management Plan.
- ❖ *Fayston* – Energy assessments and implementation assistance, floodplain bylaw update assistance, cooling/warming shelter planning, and Local Emergency Management Plan.

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- ❖ *Marshfield* – Active transportation scoping, energy assessments and implementation assistance, Enhanced Energy Plan assistance, pedestrian counts in Stranahan Forest, statutory consultation, and Local Emergency Management Plan.
 - ❖ *Middlesex* – Traffic counts and speed study in village, energy assessments and implementation assistance, Window Dressers, floodplain bylaw update assistance, Local Hazard Mitigation Plan, and Local Emergency Management Plan.
 - ❖ *Montpelier* – MyRide Advisory Committee, traffic and pedestrian counts, energy assessments and implementation assistance, school fuel switching, EV buses, Window Dressers, statutory consultation, floodplain bylaw update assistance, Local Emergency Management Plan, City Plan assistance, Downtown Program renewal, revisions to Growth Center or Neighborhood Development Designation, and zoning map updates around Country Club Road.
 - ❖ *Moretown* – Community Rating System, traffic counts, school stormwater project, energy assessments and implementation assistance, Window Dressers, floodplain bylaw update assistance, and Local Emergency Management Plan.
 - ❖ *Northfield* – Energy assessments and implementation assistance, electric vehicle charger grant assistance, floodplain bylaw update assistance, Downtown Designation, brownfields assessment, Community Visit follow-up, Local Emergency Management Plan, transit-oriented development master planning, Northfield Falls crosswalk, and Northfield Community Development Network multi-use trail to Norwich.
 - ❖ *Orange* – Energy assessments and implementation assistance, floodplain bylaw update assistance, Local Emergency Management Plan and Transportation Alternatives scoping study.
 - ❖ *Plainfield* – Plainfield Health Center stormwater facility, capital improvement planning, grant writing, Brook Road Bridge administrative support, energy assessments and implementation assistance, river corridor bylaws, floodplain bylaw update assistance, and Local Emergency Management Plan.
 - ❖ *Roxbury* – Sidewalk implementation support, MPG grant writing for economic development, energy assessments and implementation assistance, school fuel switching, EV buses, floodplain bylaw update assistance, wastewater grant, and Local Hazard Mitigation Plan.
 - ❖ *Waitsfield* – Local Hazard Mitigation Plan, Local Emergency Management Plan, EV buses, trail counts, Route 17/100 intersection, energy assessments and implementation assistance, Window Dressers, floodplain bylaw update assistance, and statutory consultation.
 - ❖ *Warren* – Sugarbush multiuse path, energy assessments and implementation assistance (Town Hall and Fire department), cooling/warming shelter planning, and Local Emergency Management Plan.
 - ❖ *Washington* – Bridge and culvert inventory, Town Plan update support, bike and pedestrian planning, energy assessments and implementation assistance, floodplain bylaw update assistance, statutory consultation, Local Emergency Management Plan.
 - ❖ *Waterbury* – Energy assessments and implementation assistance, Floodplain bylaw update assistance, Bike and Pedestrian planning in Waterbury Center, and stormwater master planning, Local Emergency Management Plan.
 - ❖ *Williamstown* – Town Plan update support, energy assessments and implementation assistance, floodplain bylaw update assistance, pedestrian and bike planning, consultant assistance on stormwater master planning, and Local Emergency Management Plan.

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- ❖ *Woodbury* – Training volunteer recruitment, grant writing and bylaw assistance, energy assessments and implementation assistance, floodplain bylaw update assistance, bridge and culvert inventory, bike and pedestrian planning, traffic calming in the village, stormwater implementation, and Local Emergency Management Plan.
 - ❖ *Worcester* – Active transportation planning, Enhanced Energy Plan, energy assessments and implementation assistance, floodplain bylaw update assistance, and Local Emergency Management Plan.

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

Modernizing Mobility

Transportation investments fuel growth in Central Vermont. CVRPC staff works closely with the Transportation Advisory Committee (TAC) and the Vermont Agency of Transportation (AOT) regarding regional transportation needs through the Transportation Planning Initiative (TPI). Significant projects for FY24 include:

- ❖ assist Northfield to implement its Ridge + River Routes study and VCRD Community Visit Goals, including intermunicipal coordination,
- ❖ conduct a traffic calming/Complete Streets study for Barre City's Berlin Street corridor,
- ❖ develop a funding and implementation plan for the Rt. 62/Berlin Mall Road intersection with Berlin,
- ❖ assist Orange with scoping active transportation improvements,
- ❖ initiate municipal discussions regarding the potential for Rt.14 corridor planning related to village centers,
- ❖ participate in on-demand transit planning for the Barre area,
- ❖ work with the City of Barre and Montpelier to restore full service to the city commuter bus route,
- ❖ conduct regional sidewalk gap analysis,
- ❖ provide administrative support to Calais and Plainfield on flood hazard bridge projects,
- ❖ municipal assistance to meet requirements of the VT Clean Water Act,
- ❖ hosting road foremen roundtables,
- ❖ conducting bridge and culvert inventories,
- ❖ ash tree inventory for Warren,
- ❖ assist Northfield to implement crosswalk improvements in Northfield Falls, and
- ❖ assisting the regional Mobility Committee work toward a vision of mobility for all.

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

CVRPC staff continue to assist municipalities to prepare for the Municipal Roads General Permit (MRGP). The Permit became active in 2018. CVRPC will complete a road erosion assessment for Barre City and culvert inventories for multiple municipalities in FY24. As requested, staff will assist communities with Better Roads grant applications to implement transportation capital budgets projects. The Program's

goal is to promote the use of erosion control and maintenance techniques that reduce maintenance while protecting and enhancing Vermont's lakes and streams.

CVRPC staff extends municipal capacity by connecting municipalities to State resources and providing assistance in accessing State programs. CVRPC coordinates Road Safety Audits to identify short-term road safety improvements for hazardous locations. We also assist with Better Roads, Bicycle and Pedestrian, Better Connections, the Transportation Alternatives programs, and other grant applications. RPCs have worked with municipalities to build program understanding of the Municipal Grants-in-Aid program for several years.

Strengthening Community Resilience

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

In FY24, CVRPC will:

- ❖ help communities plan, implement, and seek funding for hazard mitigation projects,
- ❖ assist municipalities to transition Local Emergency Management Plans to the State's new e-platform,
- ❖ support Local Hazard Mitigation Plan updates for 6-8 municipalities,
- ❖ assist municipalities with development of Continuity of Operations Plans as requested,
- ❖ staff the State Emergency Operations Center during severe weather events to connect municipalities with resources and increase awareness of road closures and hazards,
- ❖ increase local official knowledge and skills through education and trainings, such as Incident Command Systems courses and the State Emergency Preparedness Conference,
- ❖ coordinate and participate in state and local public safety exercises and drills,
- ❖ assist the Regional Emergency Management Committee (REMC) to plan and implement projects that benefit from cross municipal cooperation, and
- ❖ assist interested municipalities to meet requirements under the Emergency Relief Assistance Fund (ERAF) rules,
- ❖ assist municipalities to mitigate high hazard locations, and
- ❖ train staff as Certified Floodplain Manager.



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

Clean Water

CVRPC continues to be active in water quality and river management activities in the Region. Many of these activities are aimed at assisting municipalities to protect critical infrastructure like roads, bridges, and water/sewer lines, to restore floodplain areas and river buffers, and to implement clean water projects. Watershed organizations leverage CVRPC's planning services into on-the-ground project benefits. Both the VT Department of Environmental Conservation (DEC) and municipalities use CVRPC as a knowledgeable, local project manager to complete implementation projects efficiently. CVRPC uses

multiple funding sources for its watershed services and projects, primarily Clean Water Funds and the Ecosystem Restoration Program.

CVRPC also serves as the Clean Water Service Provider (CWSP) for the Winooski River Basin. CWSPs identify, prioritize and receive funding for non-regulatory projects to help meet the State's Phosphorous reduction targets under the Lake Champlain Basin pollution control plan (i.e. the total maximum daily load (TMDL)). Examples of projects eligible for funding under this program include green stormwater management practices, conservation initiatives on farms, wetlands restoration or vegetated buffer plantings.

In FY24, CVRPC will:

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

Cultivating Energy Transitions

CVRPC's Regional Energy Plan focuses on meeting Vermont's energy goal of having renewable energy sources provide 90% of the state's total energy demand by 2050. The Regional Plan attained a Certification of Energy Compliance, which provides it with substantial deference in the Certificate of Public Good process (Section 248).

In FY24, CVRPC will be centrally involved in the roll out of the Municipal Energy Resilience Program (MERP). MERP will provide staff support, application and technical assistance, and funding to help communities become more energy resilient, reduce energy use and operating costs, and curb greenhouse gas emissions by promoting renewable energy, battery storage, electric vehicle charging, weatherization, thermal improvements, fuel switching, and enhanced building comfort in municipal buildings and facilities.

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

Supporting Regional Entities

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

Our accounting services are provided to inter-municipal organizations and regional non-profits. These services leverage value and security for CVRPC's member municipalities, who participate in or contribute funds to the served organizations. For FY24, CVRPC will provide bookkeeping services and staff support to the Wrightsville Beach Recreation District, and assist the Cross Vermont Trails Association with payroll.

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

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

Resourcing Operations

FINANCE

Funding for the Commission's \$2.88 million budget comes from a combination of core sources, special projects, and town dues. In FY24, this includes:

- ❖ \$776,498 – Legislative allocation through the Agency of Commerce and Community Development (27%),
- ❖ \$14,816 – Contracting direct Fee For Services with municipal and regional partners (0.5%),
- ❖ \$859,632 – Project specific contracts (30%),
- ❖ \$1,143,029 – Legislative allocation to administer the Clean Water Service Provider and contract for project implementation (40%),
- ❖ \$86,985 – Town Dues (3%), and
- ❖ \$1,972 – Other miscellaneous income from interest and dividends (0.1%).

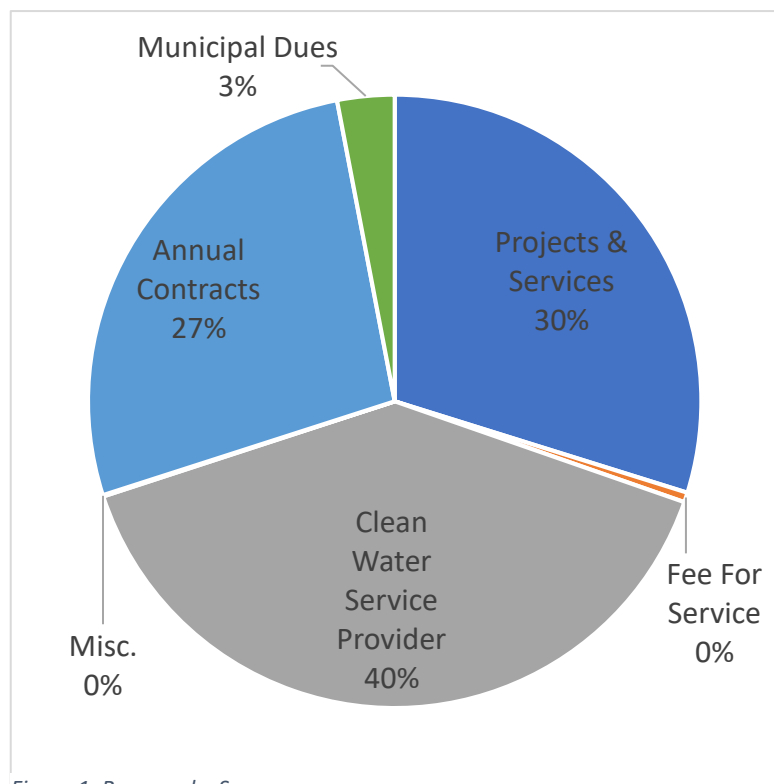


Figure 1: Revenue by Source

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

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

A 10-year reserve fund replenishment plan was initiated in FY16. CVRPC reached its second interim goal of \$200,000 in FY21, four years early. Equipment purchases planned for FY24 include a new server and conference room furnishings.

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

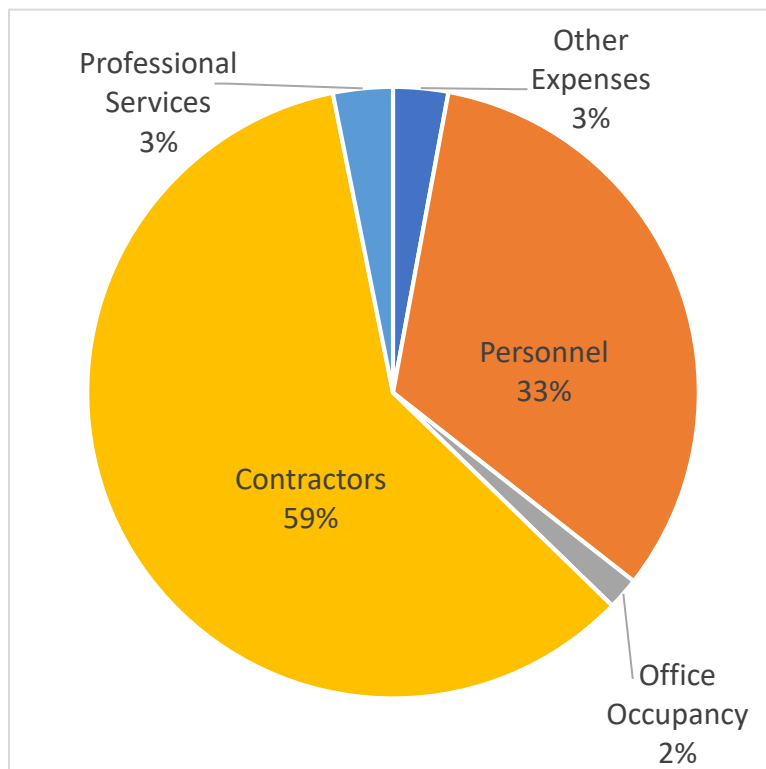


Figure 2: Expenses by Type

STAFFING

Staffing in FY24 will include 10 employees comprising 9.5 Full Time Equivalent: Executive Director, Office Manager, Senior Planners (2), and Planners (6). The Commission hires seasonal interns (Planning Technicians) and temporary staff as needed. It will also hire contractors to assist with technical projects under its transportation, natural resources, and brownfields programs.

CVRPC Staff

Brian Voigt	Senior Planner
Clare Rock	Senior Planner
Christian Meyer	Executive Director
Keith Cubbon	Planner
Lincoln Frasca	Planner
Nancy Chartrand	Office Manager
Samantha Lash	Planner
Samuel Church	Planning Technician
Vacant	Community Development Planner
Vacant	Land Use Planner
Vacant	Transportation Planner

Recognizing Service

The Commission appreciates the thoughtful contributions of volunteers who serve as Regional Commissioners and Alternates and participate on municipal boards and committees. Your service enables effective local government and builds strong links between local and regional planning.

2024 Board of Regional Commissioners

PENDING FORMAL ELECTION/APPOINTMENT

Barre City	Janet Shatney, Sec/Treas
Barre Town	George Clain
Berlin	Robert Wernecke
	Karla Nuissl, Alt.
Cabot	Brittany Butler
Calais	John Brabant
	Jan Ohlsson, Alt
Duxbury	Alan Quackenbush
	David Wendt, Alt.
E. Montpelier	Vacant
	Clarice Cutler, Alt
Fayston	Vacant
Marshfield	Vacant
Middlesex	Ron Krauth
Montpelier	Ariane Kissam
	Mike Miller, Alt.
Moretown	David Stapleton
	Joyce Manchester, Alt
Northfield	Royal DeLegge
Orange	Lee Cattaneo
Plainfield	Paula Emery
	Bob Atchinson, Alt.
Roxbury	Gerry D'Amico, Chair
Waitsfield	Don La Haye
	Alice Peal, Alt.
Warren	Alexis Leacock
	J. Michael Bridgewater, Alt
Washington	Peter Carbee, Vice Chair
Waterbury	Vacant
Williamstown	Richard Turner
	Jacqueline Higgins, Alt.
Woodbury	Michael Gray
Worcester	Bill Arrand

Central Vermont Regional Planning Commission

DRAFT - FY24 Budget

Adopted by the Executive Committee / /2023

Steve Lotspeich, Chair

Line		06/30/21 FY21 Audited	02/28/22 FY22 Audited	03/06/23 FY23 Budget	06/05/23 FY24 Budget	Difference (Budget)	Percent Change	Notes
1	REVENUES	1,017,217	971,541	2,119,635	2,906,830	787,195	37.1%	
2								
3	Community Development	35,762	19,947	203,719	150,879	(52,840)	-25.9%	
4	Fee for Service	13,522	13,259	11,500	8,900	(2,600)	-22.6%	
5	Municipal Contracts	76,353	37,243	7,128	5,316	(1,812)	-25.4%	
6	Natural Resources	116,796	223,622	946,349	1,791,289	844,940	89.3%	New CWSP programming
7	Other Income	6,672	1,590	852	1,972	1,120	131.5%	
8	Public Safety	175,755	69,075	63,518	61,501	(2,017)	-3.2%	
9	Regional Planning Funds (ACCD)	267,580	311,426	513,754	492,273	(21,481)	-4.2%	Decreased funding for energy planning/ Increased allocation from legislature
10	Municipal Dues	79,875	81,999	86,985	86,985	0	0.0%	
11	Transportation	244,903	213,380	285,830	307,715	21,885	7.7%	Steady core funding, new Bike/Ped programming
12								
13		FY21 Audited	FY22 Audited	FY23 Budget	FY24 Budget	Difference (Budget)	Percent Change	Notes
14								
15								
16	EXPENSES	954,131	979,143	1,966,080	2,720,992	754,912	38.4%	
17							0.0%	
18	Contractor Services	159,872	183,869	1,025,628	1,618,269	592,641	57.8%	Varies with project mix
19	Copy/Print	3,470	4,237	4,111	1,600	(2,511)	-61.1%	
20	Debt Repayment	0	0	0	0	0	0.0%	
21	Depreciation	5,240	3,432	4,500	4,500	0	0.0%	Varies with capital improvements
22	Dues/Memberships/Sponsorships	10,381	9,962	10,783	11,545	762	7.1%	
23	Fringe Benefits	154,115	167,157	155,185	257,408	102,223	65.9%	
24	Insurance	6,793	6,092	5,045	5,107	62	1.2%	
25	Meeting/Programs	2,738	2,152	9,460	4,970	(4,490)	-47.5%	
26	Miscellaneous Expense	5,224	1,325	5,730	5,730	0	0.0%	
27	Office Occupancy	44,463	47,523	46,123	46,123	0	0.0%	Lease through 9/30/2026
28	Professional Services	72,654	74,500	84,500	85,800	1,300	1.5%	Accounting, Audit, legal
29	Software / Licenses	8,239	12,901	13,531	9,746	(3,785)	-28.0%	
30	Supplies	7,765	14,132	12,848	19,798	6,950	54.1%	
31	Telephone / Internet	6,728	6,857	7,080	7,080	0	0.0%	
32	Travel	6,412	2,439	14,751	13,262	(1,489)	-10.1%	
33	Wages	460,037	442,565	566,805	630,054	63,249	11.2%	
34								
35	BAL END	63,086	(7,602)	153,555	185,838	32,283	21.0%	Includes \$69K to true up Indirect from FY23;
36	Bad Debit/Adjustment	1,270	(1,425)	0	0	0		
37	Capital Investments							Depreciated over life of item; see line 21
38	Equipment			0	39,200	39,200		Conference room furnishings (19,200); server replacement or move to cloud (12-20,000)
39	Leaseholder Improvements			0	0	0		
40	RESERVES	0	0	0	0	0	100.0%	
41	General Reserves	55,000	0	0	0	0	100.0%	
42	Capital Equipment	0	0	0	0	0	100.0%	
43	Leaseholder Improvements	0	0	0	0	0	0	

Note: CVRPC fiscal year is July 1 - June 30.

Central Vermont Regional Planning Commission

FY24 Budget

As of 04/22/23

Total Revenues			\$2,906,830
Line	Account No.		
1	Community Development		\$150,879
2	VCRD Climate Catalyst	\$4,000	Support community energy efficiency
3	4220 MARC Brownfields	\$50,000	35,000 contractor pass through
4	4230 NRPC CVTA Grant Administration	\$3,700	Grant administration coaching
5	4471 Municipal Energy Resilience	\$54,179	Support municipal building energy assessments/improvements
6	4247 LCPC Health Equity	\$21,500	3,000 stipend pass through
7	BAA Rural Capacity	\$14,000	Technical assistance to municipalities
8	4249 VCRD Community Visit Stipend	\$3,500	Provide technical assistance to visting team.
10			
11	Fee for Service		\$8,900
12	4308 Wrightville Beach Recreation District Bookkeeping	\$5,000	
13	4302 Cross Vermont Trail Association Admin Services	\$1,200	
14	4315 CVFiber Admin Services	\$2,400	
15	CVFiber Planning Services	\$0	
16	4304 GIS Mapping	\$300	
17			
18	Municipal Contracts		\$5,316
19	Barre City REI	\$818	Road erosion inventory
20	4345 Calais Kent Hill Bric	\$998	Project admin
21	Williamstown Muni Plan	\$3,500	Support on Town Plan
22	Municipal LHMPs	\$0	We will be a proposer for several municipal plans
23			
24	Natural Resources		\$1,791,289
25	4501 604b Water Quality Planning	\$5,181	
26	4516 Tactical Basin Plannnig FY23	\$19,900	Municipal outreach, Basin Plan assistance
27	4535 DEC Clean Water Service Provider	\$102,082	Program admininstration, project implementation
28	4545 DEC Clean Water Service Provider Formula	\$1,040,947	Contractor pass through and staff admin
29	4519 DIBG Barre Auditorium SW Final Design	\$37,793	
30	4519 DIBG Moretown School SW Construction	\$326,514	
31	4525 FWR Water Wise Woodlands	\$0	
32	4530 DEC Plainfield Gully SW Construction	\$38,893	Contractor pass through
33	4248 LCPC Flood Bylaws	\$8,500	Support municipal work to update bylaws to meet new maps
9	Climate Action Strategy Plan - GHG	\$0	State application for Federal funding not confirmed
34	Upper Winooski - Woodbury Calais	\$211,479	Stormwater implementation in Upper Winooski watershed
35			
36			
37	Other Income		\$1,972
38	4999 Miscellaneous	\$0	
39	4901 Interest	\$1,600	
40	4905 Dividends	\$372	
41			
42	Public Safety		\$61,501
43	4602 VEM Emergency Mangmt Performance Grant (EMPG)	\$58,375	Preparedness, assistance, and education
44	4630 RRPC ARPA	\$2,526	Municipal assistance
45	4611 VEM State Emergency Operation Center MOA	\$600	Disaster event support

Central Vermont Regional Planning Commission
FY24 Budget
As of 04/22/23

Total Revenues		\$2,906,830
Line	Account	
No.		
46		

Central Vermont Regional Planning Commission

FY24 Budget

As of 04/22/23

Total Revenues			\$2,906,830
Line	Account No.		
47	Regional Planning Funds (ACCD)		\$492,273
48	4100	ACCD Annual	\$427,273
			Local and regional planning & implementation - Potential new funds incouded in House Budget
50	4100	ACCD Pandemic	\$65,000
			For increased workload due to the pandemic
51			
52	4701	Municipal Dues	\$86,985
53			
54	Transportation		\$307,715
55	4804	VTrans Transportation Planning Initiative (TPI)	\$290,848
56	4803	Municipal Grants in Aid Equipment	\$200
			Support road equipment purchases
57		CCRPC TOD RAISE Grant Tech Assistance	\$16,667
			\$50K over three years

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

Central Vermont Regional Planning Commission

FY24 Budget

As of 04/22/23

Total Expenses				\$2,720,992
Line	Account No.			
1	5315	Contractor Services		\$1,618,269
2		VCRD Climate Catalyst	3,900	Weatherization education and Implementation
3		MARC Brownfields	45,000	Brownfield assessments
4		DEC Clean Water Service Provider	58,650	Legal, contract assistance, Contractor training
5		DEC Clean Water Service Provider Formula	884,805	Construction clean water infrastructure
6		DIBG Barre Auditorium SW Final Design	35,744	Stormwater design
7		DIBG Moretown School SW Construction	320,325	Stormwater construction
8		DEC Plainfield Gully SW Construction	34,045	Stormwater construction
9		Upper Winooski - Woodbury Calais	208,300	BMP Implementation
10		Transportation Planning Initiative (TPI)	27,500	Project scoping studies
11				
12	5325	Copy / Print		\$1,600
13	5327	Lease	600	Cost of new lease for FY23-26 unknown at this time, but anticipate this cost will increase
14	5326	Extra Copies	1,000	
15				
16	5320	Depreciation		\$4,500
17				
18	5360	Dues / Memberships / Sponsorships		\$11,545
19		VAPDA	6,000	Annual Dues
20		VT League of Cities & Towns	1,000	Access to unemployment insurance & other services
21		Nat'l Assoc. of Development Organizations	3,000	
22		Assoc. of State Floodplain Managers	545	Certified Floodplain Manager; Trainings for additional staff
23		Event Sponsorships	1,000	
24				
25	5000	Fringe Benefits		\$257,408
26	5101	FICA	48,182	Medicaid & Social Security taxes
27	5110	Health Ins.	172,429	
28	5112	Dental Ins.	8,107	
29		Vision Ins.	0	Not provided
30	5120	Retirement	19,935	5% of gross wages after 1 year employment
31	5115	Disability & Life Ins.	4,375	
32	5130	Unemployment Ins.	900	VLCT Employment Resources and Benefits Turst
33	5135	Workers Comp Ins.	3,480	
34	5125	Technology Stipend	0	Discontinued
35				
36	5344	Insurance		\$5,107
37	5345	General Liability	1,600	Property/Vehicle/Fire
38	5346	Public Officials	3,507	Legal/Employment Practices Liability
39				
40		Debit Repayment		\$0
41		Line of Credit	0	Debt not anticipated; Annual fee
42		Interest	0	
43				

Central Vermont Regional Planning Commission

FY24 Budget

As of 04/22/23

Total Expenses				\$2,720,992
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Line	Account No.			
44	5350	Meetings / Programs		\$4,970
45		Administrative	1,000	
46		ACCD	2,500	Staff training and professional Conferences
47		Community Development	0	
48		Municipal	0	
49		Natural Resources	0	
50		Public Safety	560	
51		Transportation	910	TAC & project mtgs
52		VAPDA	0	Meetings reimbursed
53				
54	5999	Miscellaneous Expense		\$5,730
55	5339	Gifts	350	Staff recognition, etc.
56		Equipment Repair & Service	100	100 telephone
57	5380	Fees	630	500 Line of Credit; 100 misc; DCRA 30
58		Interest/fees	50	
59	5355	Postage	1,000	Meter lease; 500 postage
60	5305	Advertising	3,600	Plan approval/adoption hearings, meeting & CWSP ads; position ads
61				
62	5370	Office Occupancy		\$46,123
63	5371	Rent	42,383	
64	5310	Office Cleaning	3,540	
65		Repairs & Other Maintenance	200	
66				

Central Vermont Regional Planning Commission

FY24 Budget

As of 04/22/23

Total Expenses				\$2,720,992
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Line	Account No.			
67		Professional Services		\$85,800
68	5202	Audit	18,000	Single Audit not anticipated
69	5201	Accounting	60,000	Accounting services, audit preparation, train new staff
70	5203	IT/Computer	3,800	IT support, cloud back up, firewall, as needed
71	5204	Legal	3,500	
72		Website Update	200	
73	5205	Videography	0	175/mo for Commission meetings
74	5200	Other	300	Archive document scanning; shredding services
75				
76	5375	Software / Licenses		\$9,746
77		ESRI GIS License	3,000	
		ArcGIS Credits	1,500	For online GIS presence (web maps) and storage of data
79		Intuit Quickbooks	0	Supplied through our consulting accounting services
80		Microsoft Exchange 365	1,155	Remote access to email
81		Register.com	100	Domain names for email
82		Network Solutions	90	Domain for websites
83		Bit Defender	120	Antivirus license for up to 25 computers
84		Ormsby's Computer Systems	3,781	181 Acronis Server Backup License; 629 Cloud Storage License; FortiClient 423; 2548 server warranty (2 yrs)
85		Adobe Acrobat Pro 2020	0	Updates program and adds e-signature function
86				
87				
88	5330	Supplies		\$19,798
89	5333	General Office	3,000	\$1000 added for air filters
90	5331	Equipment & Furniture	9,600	Standing desks and office chairs
91	5332	GIS	500	
92	5335	Subscriptions	1,698	Newspapers, virtual meeting subscriptions & associated video storage, e-news
93	5334	Billable Supplies	5,000	Transportation field supplies and meeting materials
94				

Central Vermont Regional Planning Commission

FY24 Budget

As of 04/22/23

Total Expenses				\$2,720,992
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Line	Account No.			
95	5385	Telephone / Internet		\$7,080
96		Telephone Lease/Service	5,400	Cost of new lease for FY23-26 unknown at this time, but anticipate this cost will increase
97		Internet Service	1,680	
98				
99	5390	Travel		\$13,262
100		Administrative	3,500	VAPDA, prof dev & other mtgs
101		ACCD	3,000	Local, regional, and state meetings
102		Community Development	236	
103		Municipal	500	Meetings
104		Natural Resources	619	Meetings
105		Public Safety	907	Site visits, meetings, CFM continuing ed requirement
106		Transportation	4,500	
107				
108	5001	Wages		\$630,054
109		Gross Pay	626,003	9.5 FTE plus Planning Techs; includes raises, bonuses, & payment in lieu of health insurance benefit
110		Compensatory Time	3,833	Year end estimate
111		Overtime	218	Non-exempt employee

Notes: Orange shading denotes risk areas, such as new equipment leases that will be bid this fiscal year.



FY 2023 Meeting Dates

Executive Committee

(Meets at 4:00 pm on Monday of the week prior to the Board meeting, typically for 2 hours)

Tuesday	July 5, 2022
Monday	August 1, 2022
Tuesday	September 6, 2022
Monday	October 3, 2021
Monday	October 31, 2022 (for November)
Monday	December 5, 2022
Tuesday	January 3, 2023
Monday	February 6, 2023
Monday	March 6, 2023
Monday	April 3, 2023
Monday	May 1, 2023
Monday	June 5, 2023

Board of Commissioners

(Meets at 6:30 pm on the second Tuesday of the month, typically for 2 hours)

Tuesday	July 12, 2022
Tuesday	August 9, 2022 (typically cancelled if no action items)
Tuesday	September 13, 2022
Tuesday	October 11, 2022
Tuesday	November 8, 2022
Tuesday	December 13, 2022
Tuesday	January 10, 2023
Tuesday	February 14, 2023
Tuesday	March 14, 2023
Tuesday	April 11, 2023
Tuesday	May 9, 2023
Tuesday	June 13, 2023

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT MINUTES
May 1, 2023 Meeting

Present:

<input checked="" type="checkbox"/> Peter Carbee	<input type="checkbox"/> Alexis Leacock	<input checked="" type="checkbox"/> Michael Gray
<input checked="" type="checkbox"/> Lee Cattaneo	<input checked="" type="checkbox"/> Steve Lotspeich	<input checked="" type="checkbox"/> Janet Shatney
<input checked="" type="checkbox"/> Jerry D'Amico		

Staff: Christian Meyer, Nancy Chartrand, Brian Voigt

Guests: Ahsan Ijaz, Ijaz Group

Call to Order: Chair Lotspeich called the meeting to order at 4:03 pm.

Adjustments to the Agenda: None

Public Comment: None

Financial Report: Ahsan Ijaz provided an overview of the financial report included in the packet. Further clarification was provided related to the % of FICA noting that Line 5001 includes salary as well as a journal entry accrual for future time off and may make the FICA look higher than it actually is. It was concluded that the accountant should list time off accrual as a separate line item in both the current budget and the proposed FY24 budget. There was also discussion on the status of interest income and potential for maximizing in the future (i.e. sweep accounts, treasury bills, certificates of deposit).

Peter Carbee moved to accept March 31, 2023 unaudited financials, seconded by Janet Shatney. Motion carried.

Draft Budget and Work Plan: Christian Meyer advised the Committee he is soliciting feedback on the draft budget and work plan. Pass through funds are greatly increased this year based on current contracts. He noted there is an expectation that additional funding may be confirmed prior to a final budget being adopted. Municipal assistance funds have been increased in current legislation, as well as additional funding for technical assistance to rural communities to access federal funds. Additional feedback as to what municipalities would like for FY24 RPC assistance was requested. It was also noted that staffing plans for FY24 include a Community Development Planner and Transportation Planner, with recruitment for both positions beginning soon.

It was clarified that a draft work plan will be presented to the full Board on May 9th, and that it is anticipated a final draft will be brought before the Executive Committee at their June 5th meeting.

There was discussion related to whether staff would have capacity to assist towns with grants that aren't listed in the work plan. It was confirmed there would be; and projects would be prioritized as needed. There was also discussion on how depreciation is represented in the budget as an expense, and staff will follow-up with our auditor for their opinion.

1 **Contract/Agreement Authorization:** Christian Meyer provided a brief overview of the FYI contracts as
2 outlined in the memorandum in the packet.

3
4 **Staffing Update:** Christian Meyer confirmed that Jon Ignatowski is continuing to work hourly on the
5 Plainfield Coop project and also advised a job offer has been accepted for a new Natural Resources
6 Planner who is scheduled to begin work in June. We will be advertising for a Community
7 Development/Land Use Planner in the near future and are also continuing interviews for at least one
8 more intern for field work.

9
10 **FY24 Dental Benefit:** Nancy Chartrand provided an overview of the memorandum in the packet.

11 *Jerry D'Amico moved to approve CVRPC's FY24 dental benefit to maintain the existing dental policy and*
12 *100% employer contribution, seconded by Janet Shatney. Motion carried.*
13

14 **Procurement and Grants Management Policies:** Brian Voigt provided an overview of the information in
15 the packet as it relates to requested amendments to our procurement and grants management policies
16 as dictated by Clean Water Service Provider (CWSP) requirements. A preliminary review of the
17 proposed amendments was conducted. It was noted that the proposed changes to the policies reflect
18 only when CVRPC is acting in the role of CWSP.

19
20 Brian confirmed he used the CWSP Act, the Chapter 39 Rule and the DEC's guidance documents related
21 to the Act and the Rule to assist him in making the proposed changes.

22
23 There was question as to whether or not adoption was needed today. It was noted that it is somewhat
24 time sensitive due to plans to open a project solicitation round.

25
26 Initial discussion confirmed that "purchasing of goods" is specific to goods and should not include
27 services. This is due to the fact that services will be sourced through pre-qualified providers. It was also
28 reconfirmed that the changes are only related to the CWSP not CVRPC's other roles. There was also
29 discussion related the specificity of the purpose statement in the policies and it was confirmed this is
30 due to highlighting there are parts of the policy only related to the function of the CWSP not the CVRPC
31 as a whole. Brian noted that the other RPCs with CWSP have written similar purpose statements. It was
32 suggested making these statements a new paragraph rather than part of the current paragraph.

33
34 Further discussion ensued regarding the language in "Procurement by Small Purchase" stating "must be
35 obtained from at least three qualified sources" appearing more stringent than the language in
36 "Simplified Bid Process" stating "solicited". Staff advised they will look into this further as that language
37 is part of existing policy language vs. a requested change related to CWSP.

38
39 It was suggested a special Executive Committee meeting prior to the Board meeting may be appropriate
40 to give committee members more time to review the requested changes. A straw poll was taken
41 regarding participation at 6:00 pm on May 9th and it was concluded to postpone any action until the
42 special meeting.

43
44 **Meeting Minutes (4/3/23):**

45 *Peter Carbee moved to accept the minutes as presented, Jerry D'Amico seconded. Motion carried.*

1
2 **Commission Meeting Agenda:** Christian Meyer confirmed that the item Rural Technical Assistance are
3 funds earmarked in the Budget Adjustment Act to provide RPC support to rural communities that need
4 capacity to access available federal funding that needs to be obligated by the end of 2024. There was
5 confirmation that a slate from the Nominating Committee will also be presented.
6

7 *Janet Shatney moved to approve May 9, 2023 Board agenda as presented, Michael Gray seconded.*
8 *Motion carried.*
9

10 **Adjourn**

11 *Lee Cattaneo moved to adjourn at 5:31 pm; Peter Carbee seconded. Motion carried.*
12

13 Respectfully submitted,
14 Nancy Chartrand, Office Manager
15

1 **CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

2 **Executive Committee**

3 **DRAFT MINUTES**

4 **May 9, 2023 Special Meeting**

5 Present:

<input type="checkbox"/> Peter Carbee	<input checked="" type="checkbox"/> Alexis Leacock	<input type="checkbox"/> Michael Gray
<input checked="" type="checkbox"/> Lee Cattaneo	<input checked="" type="checkbox"/> Steve Lotspeich	<input checked="" type="checkbox"/> Janet Shatney
<input type="checkbox"/> Jerry D'Amico		

6 Staff: Christian Meyer, Nancy Chartrand, Brian Voigt

7
8 **Call to Order:** Chair Lotspeich called the meeting to order at 6:05 pm.

9
10 **Adjustments to the Agenda:** None

11
12 **Public Comment:** None

13
14 **Procurement and Grants Management Policies:** Chair Lotspeich directed the committee to the
15 information in the packet. Christian Meyer advised that the procurement policy will be revisited in the
16 next two to three months as we have identified additional updates that will be needed. Brian Voigt
17 provided an overview of the memorandum in the packet. There was discussion related to the
18 procurement decision making with it being noted that the Board has final approval. It was also
19 confirmed that a project implementor could be municipality, natural resources/conservation district, or
20 other type of non-profit organization; and that a sole source award can only be for someone who is pre-
21 qualified.

22
23 *Janet Shatney moved to adopt the amended Procurement Policy, seconded by Lexi Leacock. Motion*
24 *carried.*

25
26 Christian Meyer advised that it was uncertain as to whether or not the Grants Management Policy
27 would also need to be updated in the near future.

28
29 *Lee Cattaneo moved to adopt the amended Grants Management Policy, seconded by Janet Shatney.*
30 *Motion carried.*

31
32 **Adjourn**

33 *Lee Cattaneo moved to adjourn at 6:22 pm; Lexi Leacock seconded. Motion carried.*

34
35 Respectfully submitted,
36 Nancy Chartrand, Office Manager



BOARD OF COMMISSIONERS
Annual Meeting - June 13, 2023 at 6:30 pm

Physical Location - North Branch Nature Center, 713 Elm Street, Montpelier, VT

***there will be no hybrid option for this meeting – in person only*¹**

6:00 – Join us for pizza and social

Page **AGENDA**

6:30² Introductions

Adjustments to the Agenda

Public Comments

6:35 Election Results - Janet Shatney, Secretary/Treasurer

6:45 Medical Reserve Corps

7:00 Equity Statement

7:15 Minutes 5/9/23 (enclosed)³

7:20 Reports (enclosed)³

Update/questions on Staff and Committee Reports

7:30 Adjourn

Next Meeting: July 11, 2023

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

² Times are approximate unless otherwise advertised.

³ Anticipated action item.