

## EXECUTIVE COMMITTEE

**Monday, July 31, 2023 at 4:00 p.m.**

***Hybrid Meeting with Remote Participation via Zoom<sup>1</sup>***

<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](mailto:chartrand@cvregion.com) at least 3 business days prior to the meeting for which services are requested.

### Page **AGENDA**

**\*4:00 Adjustments to the Agenda**

2

#### **Public Comment**

2 **4:05 Financial Report** (enclosed)<sup>3</sup>

14 **4:20 Contract/Agreement Authorization** (enclosed)<sup>3</sup>

30 **4:40 Meeting Minutes – 7/5/23** (enclosed)<sup>3</sup>

**4:45 Adjourn**

**Next Meeting: Tuesday, September 5, 2023**

***\*Please note start time may be delayed due to co-hosting with Brownfields Advisory Committee.***

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

<sup>2</sup> All times are approximate unless otherwise advertised

<sup>3</sup> Anticipated action item.



## MEMO

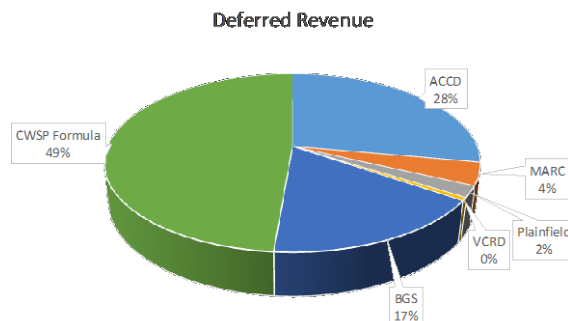
Date: July 26, 2023  
 To: Executive Committee  
 From: The Ijaz Group, Contracted Accountant  
 Re: Financial Report as of 6/30/2023

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

**FY23 Summary:** CVRPC's FY23 Net Profit is \$47,640.80 as of June 30<sup>th</sup>, 2023. The fiscal year-to-date Net Income is comparatively lower than budgeted. In the FY23 adopted budget, CVRPC anticipated a year end net income of \$120,503. In FY22, CVRPC had a YTD surplus of \$15,285 through June 30<sup>th</sup>, 2022 primarily due to the over-recovery of indirect costs.

### Balance Sheet

- **Assets** – Billing is substantially complete through 06/30/2023. Aging receivables are at \$207,423. Operating cash is \$201,464, whereas the Savings and CD balance is \$539,814 and Union Bank including Sweep balance is \$349,787 totaling the cash balance to \$1,091,064. CVRPC works to maintain at least \$100,000 in operating funds for cash flow purposes.
- **Current Liabilities** –
  - CVRPC maintained an average payable balance at \$22,129.
  - Accrued vacation and compensatory time balances are \$12,969 and \$2,855 respectively.
  - ACCD Deferred Income for FY23 stands at \$199,410. Other Deferred Income consists of Plainfield Gully \$14,634, MARC Brownfields \$29,429, VCRD – Climate Catalyst \$4,000, BGS MERP \$120,000 and CWSP Formula \$348,717.24



- *Equity* – Equity is assets minus liabilities – the company's value. CVRPC's Total Equity as of 06/30/2023 is \$571,998, and it was \$714,020 and \$516,225 on the same date in 2022 and 2021, respectively.
- *Net Income* of \$57,298 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 06/30/2023, 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 6/30 is 100%

- *Income* – Total revenue stands at 59.57% earned, lower than the benchmark which is primarily due to underperformance in the most significant revenue categories of Transportation and Natural resources.
- *Expenses* – Total expenses stand at 60.98%, about 39% below the benchmark. Wages, CVRPC's most significant expense, is under the budget at 71.82%.

### **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

5

7/31/23 Exec Comm

## Balance Sheet

As of June 30, 2023

Jun 30, 23

### ASSETS

#### Current Assets

##### Checking/Savings

1001 · Community National Bank	274.83
1002 · Community National Bank (8901)	1,135.52
1003 · Union Bank	187.72
1004 · Community National Bank (4001)	200,053.30
1007 · Union Bank ICS Clearing (4852)	99,598.78
1008 · Union Bank (4852)	250,000.00
1010 · Northfield Savings (5839)	238,751.96
1015 · NCFCU - Reserve CD	100,611.13
1018 · NCFCU - Savings	100,012.48
1025 · GMCU Savings - 335	100,438.07

Total Checking/Savings 1,091,063.79

##### Accounts Receivable

1200 · Accounts Receivable	207,422.55
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Total Accounts Receivable 207,422.55

Total Current Assets 1,298,486.34

#### Fixed Assets

1501 · Equipment	47,030.18
1502 · Equipment - Accum. Depreciation	-41,868.73
1505 · Leasehold Improvements	2,597.07
1510 · Lease Asset - Facility	335,121.56
1511 · Lease Asset - Acc. Dep	-25,134.12

Total Fixed Assets 317,745.96

#### Other Assets

1301 · Prepaid Expenses	18,099.72
1320 · Deposits	4,415.00

Total Other Assets 22,514.72

**TOTAL ASSETS 1,638,747.02**

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Accounts Payable

2000 · Accounts Payable	22,128.95
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Total Accounts Payable 22,128.95

##### Credit Cards

2020 · M&T Visa	342.47
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Total Credit Cards 342.47

##### Other Current Liabilities

2102 · Accrued Vacation	12,969.41
2103 · Accrued Compensatory Time	2,855.24
2104 · Accrued 457 Retirement	1,360.95
2105 · Accrued Interest Payable	1,312.62
2200 · Deferred Income	

##### 2201 · ACCD

2217 · Pandemic Response	72,556.29
2218 · RPC Annual - FY23	126,853.94

Total 2201 · ACCD 199,410.23

2225 · MARC 29,428.88

2230 · Plainfield Gully 14,633.74

2240 · VCRD - Climate Catalyst 4,000.00

2245 · BGS MERP Deferred Revenue 120,000.00

2250 · CWSP Formula Deferred Revenue 348,717.24

Total 2200 · Deferred Income 716,190.09

2302 · State withholding 6.64

2304 · Dependent Care Deductions 99.90

2306 · Pension Liability- Edward Jones 4,456.50

2309 · Lease Liability - Facility 314,683.36

Total Other Current Liabilities 1,053,934.71

Total Current Liabilities 1,076,406.13

7/31/23 Exec Comm

	<u>Jun 30, 23</u>
Total Liabilities	1,076,406.13
Equity	
3100 · Unrestricted Net Position	444,974.11
3300 · Invested in Fixed Assets	11,191.60
3900 · Retained Earnings	58,534.38
Net Income	47,640.80
Total Equity	<u>562,340.89</u>
TOTAL LIABILITIES & EQUITY	<u>1,638,747.02</u>

## Central Vermont Regional Planning Commission

## A/R Aging Summary

	As of June 30, 2023					TOTAL	Notes
	Current	1 - 30	31 - 60	61 - 90	> 90		
Share MRV	-	(500.00)	-	-	-	(500.00)	
Preservation Trust of Vermont, Inc	-	-	-	(1,500.00)	-	(1,500.00)	
Building and General Services (BGS)							
Municipal Energy Resilience	3,385.74	3,575.06	-	3,756.79	-	10,717.59	
Total Building and General Services (BGS)	3,385.74	3,575.06	-	3,756.79	-	10,717.59	
Vermont Council on Rural Development.							
Community Visits	-	595.34	-	-	889.11	1,484.45	
Total Vermont Council on Rural Development	-	595.34	-	-	889.11	1,484.45	
ACCD Parent							
ACCD							
Energy	684.14	2,165.42	-	-	-	2,849.56	This is left from May and June Invoice
ACCD - Other	-	-	-	0.10	-	0.10	
Total ACCD	684.14	2,165.42	-	0.10	-	2,849.66	
ACCD 21	-	-	-	-	-	-	
ACCD 22	-	-	-	-	18,155.45	18,155.45	ACCD 22 Retainage Invoice
Total ACCD Parent	684.14	2,165.42	-	0.10	18,155.45	21,005.11	
USDA Rural Development							
RBDG Plainfield Co-op	2,200.84	4,172.14	-	3,395.88	8,328.60	18,097.46	Quarterly Invoice sent on 05/11
Total USDA Rural Development	2,200.84	4,172.14	-	3,395.88	8,328.60	18,097.46	
Administration							
Administration	-	-	-	-	-	-	
Total Administration	-	-	-	-	-	-	
Berlin	-	-	-	-	-	-	
Calais							
Kent Hill BRIC	165.15	138.58	-	277.18	-	580.91	May Monthly Invoice sent on 07/04
Total Calais	165.15	138.58	-	277.18	-	580.91	
CCRPC							
Clean Water							
TBP Implement	331.34	-	-	-	-	331.34	
TBP Planning	5,350.52	1,627.02	-	727.01	-	7,704.55	
Total Clean Water	5,681.86	1,627.02	-	727.01	-	8,035.89	June Quarterly Invoice sent on 07/15
Total CCRPC	5,681.86	1,627.02	-	727.01	-	8,035.89	
CVFiber - Fee for Service							
CVF - Admin	168.82	-	-	-	-	168.82	June Monthly Invoice sent on 07/25
Total CVFiber - Fee for Service	168.82	-	-	-	-	168.82	
Department of Environmental Conservation							
CWSP Formula							
Administrative	560.06	-	187.62	-	-	747.68	
Total CWSP Formula	560.06	-	187.62	-	-	747.68	
CWSP Start-up							
Implementation Prep	7,137.15	-	5,418.23	-	-	12,555.38	May Invoice submitted on 07/03
Total CWSP Start-up	7,137.15	-	5,418.23	-	-	12,555.38	
Moretown Elem SW Final Design	-	-	-	-	0.03	0.03	
Plainfield Gully Construction	16,780.00	-	-	-	-	16,780.00	
Total Department of Environmental Conserv	24,477.21	-	5,605.85	-	0.03	30,083.09	

# Central Vermont Regional Planning Commission A/R Aging Summary

8

		As of June 30, 2023					Notes
		Current	1 - 30	31 - 60	61 - 90	> 90	
<b>Department of Public Safety</b>							
<b>EMPG</b>							
Technical Assistance		3,998.50	-	1,571.12	-	-	5,569.62
Response		24.29	-	134.32	-	-	158.61
REMC		596.86	-	57.46	-	-	654.32
LEMP		1,132.43	-	910.71	-	-	2,043.14
Total EMPG		5,752.08	-	2,673.61	-	-	8,425.69
<b>EMPG Supplemental</b>							
WiFi		-	-	-	-	(0.01)	(0.01)
Total EMPG Supplemental		-	-	-	-	(0.01)	(0.01)
LHMP Montpelier & Calais		-	-	-	-	174.39	174.39
Total Department of Public Safety		5,752.08	-	2,673.61	-	174.38	8,600.07
<b>EMPG</b>							
<b>EMPG 21</b>							
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)
<b>Friend of the Winooski River</b>							
Water Wise Woodlands		-	3,236.38	-	515.94	-	3,752.32
Total Friend of the Winooski River		-	3,236.38	-	515.94	-	3,752.32
<b>Lamoille County PC</b>							
Flood Bylaw		-	5,065.35	-	685.89	-	5,751.24
Health Equity							
Projects		-	343.17	-	566.23	-	909.40
Toolkit		137.27	1,264.75	-	703.50	-	2,105.52
Total Health Equity		137.27	1,607.92	-	1,269.73	-	3,014.92
Lamoille County PC - Other		-	(2.25)	-	-	-	(2.25)
Total Lamoille County PC		137.27	6,671.02	-	1,955.62	-	8,763.91
<b>Middlesex</b>							
Natural Resource Mapping		2,197.38	-	-	-	-	2,197.38
Total Middlesex		2,197.38	-	-	-	-	2,197.38
<b>Montpelier</b>							
VOREC		-	-	-	-	-	-
Total Montpelier		-	-	-	-	-	-
<b>Mount Ascutney Regional Commission</b>							
Brownfields		-	-	-	-	49,000.00	49,000.00
DIBG - Barre Auditorium SW Design		6,962.12	-	-	-	-	6,962.12
DIBG - Moretown School SW Implement		894.25	-	-	-	-	894.25
Total Mount Ascutney Regional Commissio		7,856.37	-	-	-	49,000.00	56,856.37
<b>Northwest Regional Comm'n</b>							
<b>Municipal Grants in Aid</b>							
FY23 Equipment		-	39.61	-	-	39.61	79.22
FY22 Equipment		-	-	-	-	203.65	203.65
Total Municipal Grants in Aid		-	39.61	-	-	243.26	282.87

Quarterly Invoicing - March 2023  
Quarterly Invoice sent on 4/24

Quarterly Invoicing - Quarter ending  
March invoice sent on 5/11

Quarterly Invoicing - May invoice sent on  
06/08

Quarterly Invoicing - Quarter ending June  
invoice sent on 7/15

June Invoice sent on 07/21

Advance is pending  
June Invoice sent on 07/25  
June Invoice sent on 07/25

Will Invoice at once at year end



## Central Vermont Regional Planning Commission

## A/R Aging Summary

As of June 30, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
<b>NBRC Grant Admin</b>							
CVTA - NBRC21GVT11	-	-	-	-	260.39	260.39	Will Invoice at once at year end. June progress report pending
Total NBRC Grant Admin	-	-	-	-	260.39	260.39	
Total Northwest Regional Comm'n Orange	-	39.61	-	-	503.65	543.26	
<b>LHMP</b>	-	-	-	-	8,488.98	8,488.98	Milestone Invoicing - We only sent the first one yet
Total Orange Rutland Regional Comm'n	-	-	-	-	8,488.98	8,488.98	
<b>ARPA</b>	87.10	82.88	-	138.58	-	308.56	Quarterly Invoicing - June Invoice sent on 07/15
Total Rutland Regional Comm'n	87.10	82.88	-	138.58	-	308.56	
<b>Two Rivers Ottauquechee Comm'n</b>							
MTAP							
TRORC MTAP Worcester	94.63	-	-	-	-	94.63	
TRORC MTAP Washington	94.63	-	-	-	-	94.63	
TRORC MTAP Roxbury	94.63	-	-	-	-	94.63	June Monthly Invoice sent on 07/21
TRORC MTAP Plainfield	94.63	-	-	-	-	94.63	
Total MTAP	378.52	-	-	-	-	378.52	
Total Two Rivers Ottauquechee Comm'n	378.52	-	-	-	-	378.52	
VAPDA_	-	-	-	-	500.00	500.00	
<b>VTrans</b>							
TPI							
TPI Special Bike/Ped	223.49	-	-	-	-	223.49	
TPI Planning	7,382.16	-	-	-	-	7,382.16	
TPI Data Collect/Manage	6,661.59	-	-	-	-	6,661.59	
TPI Admin	5,957.67	-	-	-	-	5,957.67	
TPI Coordination	5,587.72	-	-	-	-	5,587.72	
TPI MRGP Support	2,445.41	-	-	-	-	2,445.41	May Invoice sent on 06/27
TPI Project Develop	602.56	-	0.22	-	-	602.78	
Total TPI	28,860.60	-	0.22	-	-	28,860.82	
VTrans - Other	-	-	-	-	(0.43)	(0.43)	
Total VTrans	28,860.60	-	0.22	-	(0.43)	28,860.39	
Washington	-	-	-	-	(0.50)	(0.50)	
	<b>82,033.08</b>	<b>21,803.45</b>	<b>8,279.68</b>	<b>9,267.10</b>	<b>86,039.24</b>	<b>207,422.55</b>	

## Paid Time Off Liability Balances

As of 6/30/2023

## COMPENSATORY TIME

Employee	Wage Rate	Hours	Current Value	Maximum Hours <sup>1</sup>	Maximum Accrual <sup>1</sup>
Chartrand, N.	26.44	44.25	\$ 1,169.97		
Cubbon, K.	23.08	4.00	\$ 92.32		
Frasca, Lincoln	24.28	0.00	\$ -		
Lash, S.	25.48	0.00	\$ -		
Meyer, C.	48.08	18.75	\$ 901.50		
Rock, C.	29.46	9.25	\$ 272.51		
Voigt, B.	33.65	10.00	\$ 336.50		
		0.00	\$ -		
		<b>86.25</b>	<b>\$ 2,772.80</b>		

## SICK LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours <sup>2</sup>	Maximum Accrual
Chartrand, N.	26.44	248.43	\$ 6,568.49	252	\$ 6,662.88
Cubbon, Keith	23.08	67.73	\$ 1,563.21	101.48	\$ 2,342.16
Frasca, Lincoln	24.28	3.32	\$ 80.61	3.32	\$ 80.61
Lash, S.	25.48	85.75	\$ 2,184.91	131.00	\$ 3,337.88
Meyer, C.	48.08	44.42	\$ 2,135.71	225.79	\$ 10,855.98
Rock, C.	29.46	265.26	\$ 7,814.56	288	\$ 8,484.48
Voigt, B.	33.65	88.57	\$ 2,980.38	126.57	\$ 4,259.08
0	0.00	0.00	\$ -	0	\$ -
		<b>803.48</b>	<b>\$ 23,327.87</b>	<b>1,128</b>	<b>\$ 36,023.07</b>

## VACATION LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours <sup>2</sup>	Maximum Accrual
Chartrand, N.	26.44	137.18	\$ 3,627.04	140	\$ 3,701.60
Cubbon, K.	23.08	57.68	\$ 1,331.25	84.43	\$ 1,948.64
Frasca, Lincoln	24.28	2.76	\$ 67.01	2.76	\$ 67.01
Lash, S.	25.48	11.74	\$ 299.14	108.99	\$ 2,777.07
Meyer, C.	48.08	57.06	\$ 2,743.44	200	\$ 9,616.00
Rock, C.	29.46	63.38	\$ 1,867.17	160	\$ 4,713.60
Voigt, B.	33.65	86.06	\$ 2,895.92	105.31	\$ 3,543.68
0	0.00	0.00	\$ -	0	\$ -
		<b>415.86</b>	<b>\$ 12,830.98</b>	<b>801</b>	<b>\$ 26,367.60</b>

## SUMMARY

	<u>Current</u>	<u>Maximum</u>
<b>Total Paid Time Off Liability</b>	<b>\$ 38,931.65</b>	<b>\$ 65,163.47</b>
Maximum versus Current Difference	\$ 26,231.82	Percent of Max 60%

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

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

## Profit &amp; Loss Budget vs. Actual

July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
<b>4100 · ACCD</b>				
4101 · ACCD Direct	333,695.24	545,167.00	(211,471.76)	61.21%
<b>Total 4100 · ACCD</b>	333,695.24	545,167.00	(211,471.76)	61.21%
<b>4200 · Community Development</b>				
4215 · CCRPC CEDS	7,318.22	5,000.00	2,318.22	146.36%
4220 · MARC Brownfields	62,507.94	39,000.00	23,507.94	160.28%
4230 · NBRC Grant Admin	-	1,421.00	(1,421.00)	0.0%
4247 · LCPC- Health Equity	16,520.45	40,200.00	(23,679.55)	41.1%
4248 · LCPC - Flood Bylaw	6,546.60	-	6,546.60	100.0%
4249 · VCRD	1,484.45	-	1,484.45	100.0%
4251 · TRORC	378.52	-	378.52	100.0%
4200 · Community Development - Other	-	59,281.00	(59,281.00)	0.0%
<b>Total 4200 · Community Development</b>	94,756.18	144,902.00	(50,145.82)	65.39%
<b>4300 · Fee for Services</b>				
4302 · Cross VT Trail	-	1,200.00	(1,200.00)	0.0%
4304 · GIS Mapping	10.00	300.00	(290.00)	3.33%
4308 · WBRD Admin	4,000.00	4,700.00	(700.00)	85.11%
4315 · CVFiber	3,706.50	7,000.00	(3,293.50)	52.95%
4345 · Calais	580.91	-	580.91	100.0%
<b>Total 4300 · Fee for Services</b>	8,297.41	13,200.00	(4,902.59)	62.86%
<b>4400 · Municipal Contracts</b>				
4447 · Town of Middlesex	2,180.18	-	2,180.18	100.0%
4470 · Town of Orange	7,590.45	5,434.00	2,156.45	139.68%
4471 · BGS - Municipal Energy	14,278.09	-	14,278.09	100.0%
4400 · Municipal Contracts - Other	27,356.25	-	27,356.25	100.0%
<b>Total 4400 · Municipal Contracts</b>	51,404.97	5,434.00	45,970.97	945.99%
<b>4500 · Natural Resources</b>				
4501 · 604B Water Planning	3,231.02	3,636.00	(404.98)	88.86%
4516 · Tactical Basin Planning	19,114.25	25,423.00	(6,308.75)	75.19%
4519 · MARC Design Imp. Block Grant	13,504.27	351,844.00	(338,339.73)	3.84%
4522 · MARC Barre Auditorium SWD	14,760.14	-	14,760.14	100.0%
4525 · Friends of the Winooski River	6,237.44	500.00	5,737.44	1,247.49%
4530 · DEC Plainfield Gully	176,206.08	198,038.00	(21,831.92)	88.98%
4535 · DEC CWSP Start-up	49,539.81	70,115.00	(20,575.19)	70.66%
4545 · DEC CWSP Formula	841.39	-	841.39	100.0%
4555 · Natural Resource Planning	2,197.38	-	2,197.38	100.0%
<b>Total 4500 · Natural Resources</b>	285,631.78	649,556.00	(363,924.22)	43.97%
<b>4600 · Public Safety</b>				
4602 · EMPG	54,759.82	82,996.00	(28,236.18)	65.98%
4611 · VEM Emergency Operation MOA	544.11	230.00	314.11	236.57%
4630 · RRPC ARPA	3,397.50	3,289.00	108.50	103.3%
<b>Total 4600 · Public Safety</b>	58,701.43	86,515.00	(27,813.57)	67.85%
<b>4700 · Town Dues (Parent)</b>				
4701 · Town Dues	86,984.66	86,985.00	(0.34)	100.0%

## Profit &amp; Loss Budget vs. Actual

July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
<b>Total 4700 · Town Dues (Parent)</b>	86,984.66	86,985.00	(0.34)	100.0%
<b>4800 · Transportation</b>				
4803 · Grants in Aid	1,561.85	7,759.00	(6,197.15)	20.13%
4804 · TPI	166,878.84	292,627.00	(125,748.16)	57.03%
<b>Total 4800 · Transportation</b>	168,440.69	300,386.00	(131,945.31)	56.08%
<b>4900 · Other Income</b>				
4901 · Interest Income	3,467.95	480.00	2,987.95	722.49%
4905 · Dividend Income	610.64	372.00	238.64	164.15%
<b>Total 4900 · Other Income</b>	4,078.59	852.00	3,226.59	478.71%
	1,091,990.95	1,832,997.00	(741,006.05)	59.57%
	1,091,990.95	1,832,997.00	(741,006.05)	59.57%
<b>5000 · Wages and Fringe Benefits</b>				
5001 · Personnel	463,704.26	601,806.00	(138,101.74)	77.05%
5100 · Fringe Benefits				
5101 · FICA	36,126.89	46,038.00	(9,911.11)	78.47%
5110 · Health Insurance	99,126.93	144,509.00	(45,382.07)	68.6%
5112 · Dental Insurance	4,107.47	8,516.00	(4,408.53)	48.23%
5115 · Life Disability Insurance	2,733.22	3,889.00	(1,155.78)	70.28%
5118 · PTO/Comp Accrual	(25,165.20)			
5120 · Pension Plan - Edward Jones	13,417.85	21,315.00	(7,897.15)	62.95%
5125 · Technology Stipend	-	2,060.00	(2,060.00)	0.0%
5130 · Unemployment Insurance	837.00	1,238.00	(401.00)	67.61%
5135 · Worker's Comp	3,232.96	3,480.00	(247.04)	92.9%
5100 · Fringe Benefits - Other	-			
<b>Total 5100 · Fringe Benefits</b>	134,417.12	231,045.00	(96,627.88)	58.18%
<b>Total 5000 · Wages and Fringe Benefits</b>	598,121.38	832,851.00	(234,729.62)	71.82%
<b>5200 · Professional Services</b>				
5201 · Accounting	60,000.00	60,000.00	-	100.0%
5202 · Audit	18,000.00	18,000.00	-	100.0%
5203 · IT/Computer	3,505.75	2,900.00	605.75	120.89%
5204 · Legal	3,989.50	3,300.00	689.50	120.89%
5200 · Professional Services - Other	756.29	300.00	456.29	252.1%
<b>Total 5200 · Professional Services</b>	86,251.54	84,500.00	1,751.54	102.07%
<b>5305 · Advertising</b>	2,481.28	3,600.00	(1,118.72)	68.92%
<b>5315 · Consultants</b>				
5317 · Stipends	800.00	-	800.00	100.0%
5315 · Consultants - Other	265,335.70	663,181.00	(397,845.30)	40.01%
<b>Total 5315 · Consultants</b>	266,135.70	663,181.00	(397,045.30)	40.13%
<b>5320 · Depreciation expense</b>	3,433.08	4,500.00	(1,066.92)	76.29%
<b>5325 · Copy</b>				
5326 · Copier extra copies	948.25	1,800.00	(851.75)	52.68%
5327 · Copier Lease Payments	2,017.32	2,311.00	(293.68)	87.29%
<b>Total 5325 · Copy</b>	2,965.57	4,111.00	(1,145.43)	72.14%
<b>5330 · Supplies</b>				
5331 · Equipment/Furniture	373.00	5,800.00	(5,427.00)	6.43%

## Profit &amp; Loss Budget vs. Actual

July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
5332 • GIS Supplies	-	500.00	(500.00)	0.0%
5333 • Office Supplies	1,784.58	3,500.00	(1,715.42)	50.99%
5334 • Billable Supplies	1,254.00	350.00	904.00	358.29%
5335 • Subscriptions/Publications	1,565.79	1,698.00	(132.21)	92.21%
<b>Total 5330 • Supplies</b>	<b>4,977.37</b>	<b>11,848.00</b>	<b>(6,870.63)</b>	<b>42.01%</b>
5344 • Insurance				
5345 • Liability Insurance	1,544.00	1,538.00	6.00	100.39%
5346 • Public Officials Insurance	876.75	3,507.00	(2,630.25)	25.0%
<b>Total 5344 • Insurance</b>	<b>2,420.75</b>	<b>5,045.00</b>	<b>(2,624.25)</b>	<b>47.98%</b>
5350 • Meetings/Programs	2,602.72	9,460.00	(6,857.28)	27.51%
5355 • Postage	316.08	710.00	(393.92)	44.52%
5360 • Dues/Memberships/Sponsorships				
5361 • Government Relations	3,704.56			
5360 • Dues/Memberships/Sponsorships - Ot	7,718.00	10,783.00	(3,065.00)	71.58%
<b>Total 5360 • Dues/Memberships/Sponsorships</b>	<b>11,422.56</b>	<b>10,783.00</b>	<b>639.56</b>	<b>105.93%</b>
5370 • Office Occupancy				
5310 • Cleaning	2,520.00	3,540.00	(1,020.00)	71.19%
5371 • Rent/Utility Payments	42,383.40	42,383.00	0.40	100.0%
5370 • Office Occupancy - Other	-	200.00	(200.00)	0.0%
<b>Total 5370 • Office Occupancy</b>	<b>44,903.40</b>	<b>46,123.00</b>	<b>(1,219.60)</b>	<b>97.36%</b>
5375 • Software/Licenses/IT Sub	6,213.15	12,531.00	(6,317.85)	49.58%
5385 • Telephone/Internet	7,060.35	7,080.00	(19.65)	99.72%
5390 • Travel	4,022.42	14,751.00	(10,728.58)	27.27%
5999 • Miscellaneous Expenses				
5339 • Gifts	225.17	380.00	(154.83)	59.26%
5380 • Fees				
5381 • Line of Credit Annual Fee	500.00	500.00	-	100.0%
5382 • Bank Fees	34.00	-		
5383 • DRRRA Fees	34.75	30.00	4.75	115.83%
5380 • Fees - Other	115.00	100.00	15.00	115.0%
<b>Total 5380 • Fees</b>	<b>683.75</b>	<b>630.00</b>	<b>53.75</b>	<b>108.53%</b>
5999 • Miscellaneous Expenses - Other	113.88	410.00	(296.12)	27.78%
<b>Total 5999 • Miscellaneous Expenses</b>	<b>1,022.80</b>	<b>1,420.00</b>	<b>(397.20)</b>	<b>72.03%</b>
8000 • Indirect Costs	-			
	1,044,350.15	1,712,494.00	(668,143.85)	60.98%
	47,640.80	120,503.00	(72,862.20)	39.54%
	<b>47,640.80</b>	<b>120,503.00</b>	<b>(72,862.20)</b>	<b>39.54%</b>



## MEMO

Date: July 27, 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)

N/A

### CONTRACTS ISSUED

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

#### Phase II Environmental Site Assessment – 11 North Main Street, Northfield, VT (Contractor TBD)

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign a Phase II Assessment contract for 11 North Main Street in Northfield up to \$35,000 with the preferred proposer.

**Scope of Work:** Undertake a Phase II environmental site assessment to include, kick off meeting, project coordination and work plan, data evaluation and reporting, host draft findings meeting, coordinate regulatory review with DEC, finalize and present Phase II ESA report.

**Funding:** \$34,614.00 (State funds managed through MARC Grant Agreement 07120-22-18)

**Term:** 8/1/2023 – 12/31/2023

**Staff:** Clare Rock

### 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

N/A

### GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

N/A

# CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## Standard Contract

### Phase II Environmental Site Assessment

11 North Main Street, Northfield, Vermont

## Part 1 – Contract Detail

### SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$34,614.00	Start Date: 08/01/23	End Date: 12/01/2023	
Contractor Name: <b>TBD</b>			
Contractor Physical Address:			
City:	State: VT	Zip Code:	
Contractor Mailing Address: same			
City:	State:	Zip Code:	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

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

Contractor Duns/UEI:		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions ( <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a> Print Screen Must be Placed in Contract File)		
Date:	Initials:	SAM Expiration Date:
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> . Print Screen Must be Placed in Contract File)		
Date:	Initials:	Debarment Expiration Date:
Risk Assessment completed (Questions for contractor at <a href="#">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="#">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date:	Initials:	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file)		
Date:	Initials:	
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)		
Date:	Initials:	
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)		
Date:	Initials:	

Will the Contractor Charge CVRPC for Taxable Purchases?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <small>[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]</small> Date: _____ Initials: _____	
Contract Total Value exceeds \$250,000?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <small>(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)</small> Date: _____ Initials: _____	
<b>SECTION 3 – FUNDING SOURCE</b>	
Awarding Entity: Mount Ascutney Regional Commission	
Contract #: CVRPC-2023VTBFLDS	
Funding Type: <input type="checkbox"/> Federal    CFDA/ALN #: _____ <input checked="" type="checkbox"/> State    Program Title: _____ Agreement #: _____ <input type="checkbox"/> Municipal    MARC Grant Agreement #: <b>07120-22-18</b> <input type="checkbox"/> Other    Source: (ex. private, non-profit, etc.) _____	
<b>SECTION 4 – CONTACT INFORMATION</b>	
<b>CVRPC</b> <u>Project Contact/Coordinator</u> Name: Clare Rock Title: Senior Planner Work Phone: 802.229.0389 Email: rock@cvregion.com  <u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com	<b>CONTRACTOR</b> <u>Project Contact/Manager</u> Name: _____ Title: _____ Work Phone: _____ Cell Phone (if applicable): _____ Email: _____  <u>Finance/Billing</u> Name: _____ Title: _____ Work Phone: _____ Email: _____

## Part 2 – Contract Agreement

### STANDARD CONTRACT FOR SERVICES

**1. Parties.** This is a contract for services between the Central Vermont Regional Planning Commission (hereafter called "CVRPC") and [REDACTED] with its principal place of business at [REDACTED] (hereafter called "Contractor"). Contractor's form of business organization is Domestic Profit Corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.



**2. Subject Matter.** The subject matter of this contract is services generally on the subject of Phase II Environmental Site Assessment (ESA). Detailed services to be provided by the contractor are described in Attachment A.

**3. Maximum Amount.** In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$34,614.00.

**4. Contract Term.** The period of contractor's performance shall begin on June August 1, 2023 and end on December 31, 2023.

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

Approval by the Executive Committee ☒ is / ☐ is not required.

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

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

**8. Attachments.** This contract consists of 15 pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed  
Attachment B - Payment Provisions and Monitoring & Reporting Requirements  
Attachment C - Standard Agreement Provisions (effective date 02/26/18)  
Attachment D - Provisions for Federally Funded Agreements (not applicable)  
Attachment E - Other Provisions (not applicable)  
Attachment F – Program Forms (not applicable)

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

- 1) Standard Contract
- 2) Attachment E (not applicable)
- 3) Attachment D (not applicable)
- 4) Attachment C (Standard Agreement Provisions)
- 5) Attachment A (Scope of Work to be Performed)
- 6) List other attachments in order of precedence

## 7) Attachment B (Payment Provisions and Monitoring &amp; Reporting Requirements)

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

**For the CVRPC:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

**For the Contractor:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

## ATTACHMENT A

### Scope of Work to be Performed

**Objective:**

Undertake a Phase II Environmental Site Assessment

**Activity(s) to be Performed:**

	Activity	Performance Measures	Deliverable Date
1	Participate in Kick Off Meeting	Meeting attended	
2	Undertake Phase II ESA including:		
	2.1 Project coordination and finalize Work Plan	Work Plan submitted to DEC and comments incorporated	
	2.2 -----	Laboratory analysis complete	
	2.6 Data Evaluation and Reporting	Evaluation and reporting complete	
3	Host Draft Findings Meeting	Meeting complete	
4	Coordinate Regulatory Review with DEC	DEC comments are addressed	
5	Finalize Phase II ESA Report	Final Report submitted	
6	Present Final Phase II ESA Report	Presentation given	

**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 Central Vermont Regional Planning Commission 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

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### Payment Provisions and Monitoring & Reporting Requirements

#### PAYMENT PROVISIONS

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

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

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

*Payment.* Work performed will be paid as follows: Actual costs up to the Agreement maximum as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement, and in accordance with the Party's written hour and cost estimate submitted and approved prior to the start of work. Invoices shall be submitted monthly.

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

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

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

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

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

All invoices shall be sent to: CVRPC Executive Director  
29 Main Street, Suite 4  
Montpelier, VT 05602

The CVRPC will seek to make payments within forty-five (45) days of receipt of an invoice from the Party. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the project manager, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the CVRPC.

## MONITORING REQUIREMENTS

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

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

## REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

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

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

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

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

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

CVRPC must submit quarterly reports to the Mount Ascutney Regional Commission. It is imperative that the Party supply the CVRPC with the necessary information so that the CVRPC can provide these reports in a timely manner.

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

## ATTACHMENT C

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### Standard Agreement Provisions

REVISED DECEMBER 15, 2017

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

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

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the CVRPC, State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the CVRPC with regard to its performance under this Agreement. Party agrees that the CVRPC 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 CVRPC or State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to CVRPC or State employees, nor will the CVRPC or the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the CVRPC to the Internal Revenue Service and the Vermont Department of Taxes.

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

**7. Defense and Indemnity:** The Party shall defend the CVRPC or 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 CVRPC and the State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The CVRPC and the State retains the right to participate at its own expense in the defense of any claim. The CVRPC and the State shall have the right to approve all proposed settlements of such claims or suits. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the CVRPC and the State and its officers and employees if the CVRPC or 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 CVRPC and 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 CVRPC 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 CVRPC 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 CVRPC and 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 CVRPC.



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

**10. False Claims Act:** CVRPC is a political subdivision of the State of Vermont. The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the CVRPC and 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 CVRPC and the State under the False Claims Act shall not be limited notwithstanding any agreement of the CVRPC or 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 Data:** No CVRPC or 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 CVRPC and/or 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 CVRPC and 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 CVRPC may set off any sums which the Party owes the CVRPC 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 CVRPC and 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 CVRPC. Party shall be responsible and liable to the CVRPC and State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the CVRPC and subcontracts for work performed in the State of Vermont:

- Section 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 ("CVRPC and 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 CVRPC and 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 CVRPC and 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 CVRPC or 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 CVRPC or 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 CVRPC.

**27. Termination:**

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

returned to the CVRPC and the State upon demand at no additional cost to the CVRPC and the State in a format acceptable to the State.

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

**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. CVRPC and State Facilities:** If the CVRPC State makes space available to the Party in any CVRPC or State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of CVRPC and State facilities which shall be made available upon request. CVRPC and 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.

DRAFT

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Executive Committee**  
**DRAFT MINUTES**  
**July 5, 2023 Meeting**

Present:

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

Staff: Christian Meyer, Nancy Chartrand, Lincoln Frasca

Guests: Ahsan Ijaz, Ijaz Group

**Call to Order:** Chair D'Amico called the meeting to order at 4:01 pm.

**Adjustments to the Agenda:** None

**Public Comment:** None

**Financial Report:** Ahsan Ijaz provided an overview of the financial report included in the packet. Brief discussion ensued related to ACCD deferred income.

*Michael Gray moved to accept May 31, 2023 unaudited financials, seconded by Janet Shatney. Motion carried.*

Alexis Leacock joined the meeting at 4:08.

**CEDS – Economic Development District:** Christian Meyer provided an overview of the information provided in the packet outlining the process for potential participation in an inter-regional consortium - Economic Development District (EDD). Joining an EDD is beneficial to CVRPC as it would avail our municipalities of additional grant opportunities in the future. A presentation regarding the process for joining an EDD will be included on the upcoming Board agenda and the Committee shared a variety of questions to assist in the preparation of the presentation for the Board. It was also confirmed that Melissa Bounty of Central Vermont Economic Development Corporation will participate in the Board meeting next week as the topic is introduced.

**Personnel Update:** Christian Meyer provided an overview of the information provided in the packet. He noted that performance evaluations were completed with all staff during FY23 and compensation adjustments made as appropriate. From a budget standpoint compensation went up approximately 7% (excluding fringe). Discussion ensued related to paygrade bands that were approved in FY23 and potential retirement considerations for staff retention and expansion.

**Meeting Minutes (6/5/23):**

*Lee Cattaneo moved to accept the minutes; Michael Gray seconded. Motion carried.*

1 **Commission Meeting Agenda:** Christian Meyer provided additional details related to the Renewable  
2 Energy Standard item. Discussion also ensued related to the regional plan update and how/if the EDD  
3 may intercept with that. Christian also advised he is continuing to talk with the Medical Reserve Corps  
4 related to a scope of work as it relates to a potential agreement.

5  
6 Peter Carbee joined the meeting at 4:45 pm

7  
8 *Janet Shatney moved to accept the July 11, 2023 Board agenda as presented, Peter Carbee seconded.*  
9 *Motion carried.*

10  
11 Brief discussion ensued related to the status of the organization's current accounting contractor.

12  
13 **Adjourn**

14 *Lee Cattaneo moved to adjourn at 4:50 pm; Alexis Leacock seconded. Motion carried.*

15  
16 Respectfully submitted,  
17 Nancy Chartrand, Office Manager  
18