

Note change of day and time

EXECUTIVE COMMITTEE

Tuesday, September 5th @ 5:30 pm

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	<u>AGEND</u>	<u>0A</u>
	4:00 ²	Adjustments to the Agenda
		Public Comment
2	4:05	Financial Report (enclosed) ³
14	4:20	Contract/Agreement Authorization (enclosed) ³
125	4:40	Municipal Dues (enclosed) ³
129	4:50	West Central VT CEDS MOU (enclosed) ³
133	5:15	Meeting Minutes – 7/31/23 (enclosed) ³
135	5:20	Commission Meeting Agenda (enclosed) ³
	5:30	Adjourn

Next Meeting: Monday, October 2, 2023

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: August 31, 2023,

To: Executive Committee

From: The Ijaz Group, Contracted Accountant

Re: Financial Report as of 7/31/2023

ACTION REQUESTED: Accept July 31, 2023, unaudited financial reports.

FY24 Summary: CVRPC's FY24 Net Profit is \$123,649 as of July 31st, 2023. The fiscal year-to-date Net Income is more than expectations because of FY24 Town Dues. In FY23, CVRPC had a YTD surplus of \$105,140 through July 31st, 2022.

Balance Sheet

- Assets Billing is substantially complete through 07/31/2023. Aging receivables are at \$454,848.69. Operating cash is \$154,634, whereas the Savings and CD balance is \$540,618 and Union Bank including Sweep balance is \$350,603 totaling the cash balance to \$1,045,855.
 CVRPC works to maintain at least \$100,000 in operating funds for cash flow purposes.
- Current Liabilities
 - CVRPC maintained an average payable balance at \$9,190.
 - Accrued vacation and compensatory time balances are \$14,227 and \$2,015 respectively.
 - ACCD Deferred Income for FY23 & FY24 stands at \$300,278. Other Deferred Income consists of Plainfield Gully -\$2,146.26 (This is negative because milestone invoicing is pending) MARC Brownfields \$3,923, 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 07/31/2023 is \$677,312 and it was \$818,692 and \$636,274 on the same date in 2022 and 2021, respectively.

• Net Income of \$123,649 reflects retainage of some Town Dues earned in July 2023.

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

In reviewing Income and expenses through 07/31/2023, 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 07/31 is 8.33%

- Income Total revenue stands at 6.97% 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 2.90%, about 5.43% below the benchmark. Wages, CVRPC's most significant expense, is under the budget at 4.51%.

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
ВМР	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

As of July 31, 2023

	Jul 31, 23
ASSETS	
Current Assets	
Checking/Savings	274.02
1001 · Community National Bank	274.83
1002 · Community National Bank (8901) 1003 · Union Bank	1,135.52 187.72
	153.223.72
1004 · Community National Bank (4001) 1007 · Union Bank ICS Clearing (4852)	100,166.89
1007 • Union Bank (3 Cleaning (4832)	250,248.29
1010 · Northfield Savings (5839)	239,054.28
1010 · NOT time to Savings (5659)	201,042.01
	83.45
1018 · NCFCU - Savings 1025 · GMCU Savings - 335	
•	100,438.07
Total Checking/Savings Accounts Receivable	1,045,854.78
1200 · Accounts Receivable	454,848.69
	454,848.69
Total Accounts Receivable	454,848.69
Other Current Assets 1020 · Undeposited Funds	26 964 20
Total Other Current Assets	-36,864.30 -36,864.30
Total Current Assets Fixed Assets	1,463,839.17
1501 · Equipment	47,030.18
1502 · Equipment - Accum. Depreciation	-42,154.82
1505 · Leasehold Improvements	2,597.07
1510 · Lease Asset - Facility	335,121.56
1511 · Lease Asset - Acc. Dep	-58,646.28
Total Fixed Assets	283,947.71
Other Assets	203,547.71
1301 · Prepaid Expenses	18,599.97
1320 · Deposits	4,415.00
Total Other Assets	23,014.97
TOTAL ASSETS	1,770,801.85
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	9,819.84
Total Accounts Payable	9,819.84
Credit Cards	3,013.04
2020 · M&T Visa	40.00
Total Credit Cards	40.00
Other Current Liabilities	10.00
2102 · Accrued Vacation	14,226.96
2103 · Accrued Compensatory Time	2,014.90
2104 · Accrued 457 Retirement	1,380.38
2105 · Accrued Interest Payable	1,218.81
2200 · Deferred Income	,
2201 · ACCD	
2217 · Pandemic Response	71,825.04
2218 · RPC Annual - FY23	93,046.13
2219 · RPC Annual - FY24	135,406.83
Total 2201 · ACCD	300,278.00
2225 · MARC	3,923.48
2230 · Plainfield Gully	-2,146.26
•	

Central Vermont Regional Planning Commission Balance Sheet

As of July 31, 2023

	Jul 31, 23
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	774,772.46
2302 · State withholding	6.64
2304 · Dependent Care Deductions	299.90
2306 · Pension Liability- Edward Jones	1,519.54
2309 · Lease Liability - Facility	288,190.58
Total Other Current Liabilities	1,083,630.17
Total Current Liabilities	1,093,490.01
Total Liabilities	1,093,490.01
Equity	
3100 · Unrestricted Net Position	444,974.11
3300 · Invested in Fixed Assets	11,191.60
3900 · Retained Earnings	97,497.18
Net Income	123,648.95
Total Equity	677,311.84
TOTAL LIABILITIES & EQUITY	1,770,801.85

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Implementation Prep

487.28

0.00

0.00

0.00

0.00

Central Vermont Regional Planning Commission A/R Aging Summary As of July 31, 2023

					,		
	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
MVP Health Care	0.00	0.00	829.87	0.00	0.00	829.87	
Preservation Trust of Vermont, Inc	0.00	0.00	0.00	0.00	0.00	0.00	
Building and General Services (BGS)							
Municipal Energy Resilience	3.846.51	0.00	3.385.74	3.575.06	3.756.79	14 564 10	Quarter ending June invoice sent on 07/31
Total Building and General Services (BGS	3,846.51	0.00	3,385.74	3.575.06	3,756,79	14,564.10	•
Vermont Council on Rural Development.	0,040.01	0.00	0,000.74	0,070.00	0,700.70	14,004.10	
Community Visits	4,000.00	0.00	0.00	595.34	889.11	5.484.45	Invoice sent on 08/18
Total Vermont Council on Rural Developm	4,000.00	0.00	0.00	595.34	889.11	5,484,45	•
ACCD Parent	,					, -	
ACCD	0.00	135,406.83	0.00	0.00	0.10	135,406.93	FY24 Q1 Invoice
ACCD 21	0.00	0.00	0.00	0.00	0.00	0.00	
ACCD 22	0.00	0.00	0.00	0.00	18,155.45	18,155.45	ACCD 22 Retainage Invoice
Total ACCD Parent	0.00	135,406.83	0.00	0.00	18,155.55	153,562.38	•
USDA Rural Development							
RBDG Plainfield Co-op	414.79	0.00	2,200.84	4,172.14	11,724.48	18,512.25	08/01
Total USDA Rural Development	414.79	0.00	2,200.84	4,172.14	11,724.48	18,512.25	•
Administration							
Administration	0.00	0.00	0.00	0.00	0.00	0.00	_
Total Administration	0.00	0.00	0.00	0.00	0.00	0.00	
Barre City	0.00	11,293.03	0.00	0.00	0.00	,	Town Dues
Barre Town	10,537.59	0.00	0.00	0.00	0.00	-,	Town Dues
Berlin	0.00	3,789.17	0.00	0.00	0.00	,	Town Dues
Cabot	0.00	1,919.19	0.00	0.00	0.00	1,919.19	Town Dues
Calais							
Kent Hill BRIC	239.99	0.00	165.15	0.00	0.00		June invoice sent on 07/31
Calais - Other	0.00	2,209.13	0.00	0.00	0.00	2,209.13	•
Total Calais CCRPC	239.99	2,209.13	165.15	0.00	0.00	2,614.27	
Clean Water							
TBP Implement	95.09	0.00	331.34	0.00	0.00	426.43	
TBP Planning	6,804.45	0.00	5,350.52	1,627.02	727.01	14,509.00	<u>-</u>
Total Clean Water	6,899.54	0.00	5,681.86	1,627.02	727.01	14,935.43	June Quarterly Invoice sent on 07/15
Total CCRPC	6,899.54	0.00	5,681.86	1,627.02	727.01	14,935.43	•
Cross VT Trail	0.00	0.00	1,200.00	0.00	0.00	1,200.00	
CVFiber - Fee for Service			,			1,	
CVF - Admin	148.21	93.79	0.00	0.00	0.00	242.00	June Invoice sent on 07/25
Total CVFiber - Fee for Service	148.21	93.79	0.00	0.00	0.00	242.00	•
Department of Environmental Conservation							
CWSP Formula							Invoice needs to be
Administrative	3,018.60	513.16	46.90	187.62	0.00	3 766 22	submitted
Total CWSP Formula	3,018.60	513.16	46.90	187.62	0.00	3,766.28	•
Upper Winooski	3,010.00	313.10	40.30	107.02	0.00	3,700.20	
Calais Moscow Woods	26.66	0.00	0.00	0.00	0.00	26.66	
Total Upper Winooski	26.66	0.00	0.00	0.00	0.00	26.66	•
CWSP Start-up	20.00	0.00	0.00	0.00	0.00	20.00	
CWSP Start-up	71.01	0.00	0.00	0.00	0.00	71.01	This is from July

June invoice submitted on

487.28 07/25

Central Vermont Regional Planning Co	ommission
A/R Aging Summary	
As of July 31, 2023	

_	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
Total CWSP Start-up	558.29	0.00	0.00	0.00	0.00	558.29	
Moretown Elem SW Final Design	0.00	0.00	0.00	0.00	0.03	0.03	
Plainfield Gully Construction	0.00	0.00	0.00	0.00	0.00	0.00	
Total Department of Environmental Conse Department of Public Safety EMPG	3,603.55	513.16	46.90	187.62	0.03	4,351.26	•
Technical Assistance	5,934.52	2,185.75	1,812.75	1,571.12	0.00	11,504.14	
Response	186.57	24.29	0.00	134.32	0.00	345.18	Quarterly Invoicing - June
REMC	23.90	43.56	553.30	57.46	0.00	678.22	2023 Quarterly Invoice sent
LEMP	478.01	479.09	653.34	910.71	0.00	2,521.15	on 7/31
Total EMPG	6,623.00	2,732.69	3,019.39	2,673.61	0.00	15,048.69	•
EMPG Supplemental WiFi	0.00	0.00	0.00	0.00	-0.01	-0.01	
Total EMPG Supplemental	0.00	0.00	0.00	0.00	-0.01	-0.01	-
LHMP Montpelier & Calais	0.00	0.00	0.00	0.00	0.00	0.00	
Total Department of Public Safety	6,623.00	2,732.69	3,019.39	2,673.61	-0.01	15,048.68	-
DPS MOA	,	•	,	,	0.00	,	
July 9, 2023 Event	18,791.87	0.00	0.00	0.00	0.00	18,791.87	
Total DPS MOA	18,791.87	0.00	0.00	0.00	0.00	18,791.87	
Duxbury	0.00	1,879.29	0.00	0.00	0.00	,	Town Dues Town Dues
East Montpelier EMPG	3,455.34	0.00	0.00	0.00	0.00	3,455.34	Town Dues
EMPG 21							
Technical Assistance	0.00	0.00	0.00	0.00	0.01	0.01	
Total EMPG 21	0.00	0.00	0.00	0.00	0.01	0.01	
EMPG - Other	0.00	0.00	0.00	0.00	-0.04	-0.04	
Total EMPG	0.00	0.00	0.00	0.00	-0.04	-0.04	
Fayston	0.00	1.814.12	0.00	0.00	0.00		Town Dues
Friend of the Winooski River	0.00	1,014.12	0.00	0.00	0.00	1,014.12	Quarterly Invoicing - Quarter ending March invoice sent on
Water Wise Woodlands	0.00	0.00	0.00	3,236.38	515.94	3,752.32	
Total Friend of the Winooski River	0.00	0.00	0.00	3,236.38	515.94	3,752.32	=
Lamoille County PC Health Equity							
Projects	113.00	0.00	0.00	343.17	566.23	1,022.40	Quarterly Invoicing - Quarter
Toolkit	113.00	0.00	137.27	1,264.75	703.50	2,218.52	ending June invoice sent on
Total Health Equity Lamoille County PC - Other	226.00 0.00	0.00 0.00	137.27 0.00	1,607.92 -2.25	1,269.73 0.00	3,240.92 -2.25	
Total Lamoille County PC	226.00	0.00	137.27	1,605.67	1,269.73	3.238.67	
Marshfield	0.00	2,105.39	0.00	0.00	0.00	2,105.39	
Middlesex	0.00	227.07	1 000 44	0.00	0.00	0.407.00	June Invoice sent on 07/21
Natural Resource Mapping Middlesex - Other	0.00 2,366.07	337.27 0.00	1,860.11 0.00	0.00 0.00	0.00 0.00	2,197.38 2,366.07	
Total Middlesex	2,366.07	337.27	1,860.11	0.00	0.00	4,563.45	=
Montpelier VOREC	0.00	0.00	0.00	0.00	0.00	0.00	
Montpelier - Other	0.00	0.00 10,738.42	0.00	0.00	0.00	10,738.42	
	0.00	10,738.42	0.00	0.00	0.00	10,738.42	
Total Montpelier Moretown	0.00	2,331.49	0.00	0.00	0.00	2,331.49	
Mount Ascutney Regional Commission	0.00	2,001.49	0.00	0.00	0.00	۷,331.49	

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Central Vermont Regional Planning (Commission
A/R Aging Summary	
As of July 31, 2023	

_	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
Brownfields	0.00	0.00	0.00	0.00	49,000.00	49,000.00	Advance is pending
DIBG - Barre Auditorium SW Design	2,570.30	825.40	6,136.72	0.00	0.00		June Invoice sent on 07/25
DIBG - Moretown School SW Impleme	346.48	364.24	530.01	0.00	0.00	1,240.73	June Invoice sent on 07/25
Total Mount Ascutney Regional Commiss	2,916.78	1,189.64	6,666.73	0.00	49,000.00	59,773.15	•
Northfield	0.00	7,870.94	0.00	0.00	0.00	7,870.94	
Northwest Regional Comm'n							
Muncipal Grants in Aid							
FY23 Equipment	0.00	0.00	0.00	39.61	39.61	79.22	
FY22 Equipment	0.00	0.00	0.00	0.00	203.65	203.65	<u>.</u>
Total Muncipal Grants in Aid	0.00	0.00	0.00	39.61	243.26	282.87	
NBRC Grant Admin							
CVTA - NBRC21GVT11	0.00	0.00	0.00	0.00	260.39		Invoice sent on 08/11
Total NBRC Grant Admin	0.00	0.00	0.00	0.00	260.39	260.39	
Total Northwest Regional Comm'n	0.00	0.00	0.00	39.61	503.65	543.26	
Orange		0.00	0.00	2.22	0.400.00	0.400.00	
LHMP	0.00	0.00	0.00	0.00	8,488.98	8,488.98	•
Total Orange	0.00	0.00	0.00	0.00	8,488.98	8,488.98	
Plainfield	0.00	1,643.88	0.00	0.00	0.00	1,643.88	
Roxbury	0.00	901.74	0.00	0.00	0.00	901.74	
Rutland Regional Comm'n 604b	26.66	0.00	0.00	0.00	0.00	26.66	This is from July
604D	20.00	0.00	0.00	0.00	0.00	20.00	Quarterly Invoicing - June
ARPA	23.90	0.00	87.10	82.88	138.58	332.46	Invoice sent on 07/15
	50.56	0.00	87.10	82.88	138.58	359.12	11110100 301101107/13
Total Rutland Regional Comm'n Two Rivers Ottauquechee Comm'n	50.56	0.00	07.10	02.00	130.30	359.12	
MTAP							
TRORC MTAP Worcester	380.79	0.00	94.63	0.00	0.00	475.42	
TRORC MTAP Washington	242.33	0.00	94.63	0.00	0.00	336.96	
TRORC MTAP Roxbury	311.56	0.00	94.63	0.00	0.00	406.19	June Monthly Invoice sent on
TRORC MTAP Plainfield	380.79	0.00	94.63	0.00	0.00	475.42	07/21
MTAP - Other	34.63	0.00	0.00	0.00	0.00	34.63	
Total MTAP	1,350.10	0.00	378.52	0.00	0.00	1,728.62	•
Total Two Rivers Ottauquechee Comm'n	1,350.10	0.00	378.52	0.00	0.00	1,728.62	•
VAPDA_	0.00	0.00	0.00	0.00	500.00	500.00	
VTrans							
TPI							
TPI Special Bike/Ped	0.00	94.63	128.86	0.00	0.00	223.49	
TPI Planning	2,979.22	3,717.32	3,664.84	0.00	0.00	10,361.38	
TPI Data Collect/Manage	1,151.41	4,974.21	1,687.38	0.00	0.00	7,813.00	
TPI Admin	2,192.65	4,332.91	1,624.76	0.00	1,082.70	,	June Invoice sent on 08/01
TPI Coordination	2,461.61	2,546.84	3,040.88	0.00	0.00	8,049.33	
TPI MRGP Support	0.00	1,269.41	1,176.00	0.00	0.00	2,445.41	
TPI Project Develop	21.51	392.67	209.89	0.22	0.00	624.29	•
Total TPI	8,806.40	17,327.99	11,532.61	0.22	1,082.70	38,749.92	
VTrans - Other	0.00	0.00	0.00	0.00	-0.43	-0.43	•
Total VTrans	8,806.40	17,327.99	11,532.61	0.22	1,082.27	38,749.49	1
Waitsfield	2,452.52	0.00	0.00	0.00	0.00		Invoice prepared on 07/21
Warren	0.00	2,629.41	0.00	0.00	0.00	,	Invoice prepared on 07/21
Washington	0.00	1,372.56	0.00	0.00	-0.50	,	Invoice prepared on 07/21
Waterbury	0.00	7,090.23	0.00	0.00	0.00	,	Invoice prepared on 07/21
WBRD Admn	2,000.00	0.00	0.00	0.00	0.00	∠,000.00	Invoice prepared on 07/21

Central Vermont Regional Planning Commission A/R Aging Summary As of July 31, 2023

Williamstown Woodbury Worcester

_	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes	
	0.00	4,674.95	0.00	0.00	0.00	4,674.95	Invoice prepared on 07/21	
	1,234.24	0.00	0.00	0.00	0.00	1,234.24	Invoice prepared on 07/21	
	0.00	1,282.12	0.00	0.00	0.00	1,282.12	Invoice prepared on 07/21	
•	79.963.06	223,146,43	37.192.09	17.795.55	96.751.58	454.848.71		

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Paid Time Off Liability Balances

As of 7/28/2023

COMPENSATORY TIME

Employee	Wage Rate	Hours	Current Value		Maximum Hours ¹	Maximum Accrual ¹
Chartrand, N.	27.76	0.00	\$	-		
Cubbon, K.	25.48	25.25	\$	643.37		
Frasca, Lincoln	24.28	-1.50	\$	(36.42)		
Lash, S.	25.48	4.00	\$	101.92		
Meyer, C.	48.08	19.00	\$	913.52		
Rock, C.	32.21	2.00	\$	64.42		
Voigt, B.	33.65	9.75	\$	328.09		
		0.00	\$	-		
		58.50	Ś	2.014.90		

SICK LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Chartrand, N.	27.76	252.97	\$ 7,022.45	270	\$ 7,495.20
Cubbon, Keith	25.48	73.61	\$ 1,875.58	101.48	\$ 2,585.71
Frasca, Lincoln	24.28	9.20	\$ 223.38	10.70	\$ 259.80
Lash, S.	25.48	90.38	\$ 2,302.88	131.00	\$ 3,337.88
Meyer, C.	48.08	51.86	\$ 2,493.43	225.79	\$ 10,855.98
Rock, C.	32.21	269.16	\$ 8,669.64	288	\$ 9,276.48
Voigt, B.	33.65	93.95	\$ 3,161.42	126.57	\$ 4,259.08
	0.00	0.00	<u> </u>	0	\$ -
		8/11 13	\$ 25 748 78	1 154	\$ 38,070,13

VACATION LEAVE

Employee	Wage Rate		Hours	Current Value	Maximum Hours ²	ı	Maximum Accrual
Chartrand, N.	27.7	<u> </u>	133.35	\$ 3,701.80	150	\$	4,164.00
Cubbon, K.	25.4	3	63.82	\$ 1,626.13	84.43	\$	2,151.28
Frasca, Lincoln	24.2	3	8.90	\$ 216.09	8.90	\$	216.09
Lash, S.	25.4	3	17.88	\$ 455.58	108.99	\$	2,777.07
Meyer, C.	48.0	3	65.55	\$ 3,151.64	200	\$	9,616.00
Rock, C.	32.2	1	61.26	\$ 1,973.18	160	\$	5,153.60
Voigt, B.	33.6	5	92.20	\$ 3,102.53	105.31	\$	3,543.68
	0.0)	0.00	\$ -	0	\$	-
			442.96	\$ 14 226 96	818	\$	27 621 72

SUMMARY

	<u>Current</u>		<u>Maximum</u>
Total Paid Time Off Liability	\$ 41,990.64		\$ 67,706.74
Maximum versus Current Difference	\$ 25,716.10	Percent of Max	62%

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

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

-				% of
	Jul 23	Budget	\$ Over Budget	% or Budget
Ordinary Income/Expense				
Income				
4100 · ACCD Direct	20 445 54	402 272 00	(462.957.40)	E 000/
4101 · ACCD Direct Total 4100 · ACCD	29,415.51 29,415.51	492,273.00 492,273.00	(462,857.49) (462,857.49)	5.98% 5.98%
4200 · Community Development	29,415.51	492,273.00	(402,037.49)	5.96%
4220 · MARC Brownfields	25,505.40	50,000.00	(24,494.60)	51.01%
4230 · NBRC Grant Admin		3,700.00	(3,700.00)	0.0%
4247 · LCPC- Health Equity	226.00	21,500.00	(21,274.00)	1.05%
4471 · BGS - Municipal Energy	3,846.51	54,179.00	(50,332.49)	7.1%
4251 · TRORC	1,350.08	-	1,350.08	100.0%
4200 · Community Development -		14,000.00	(14,000.00)	0.0%
Total 4200 · Community Developmen	30,927.99	143,379.00	(112,451.01)	21.57%
4300 · Fee for Services		1 200 00	(1 200 00)	0.00/
4302 · Cross VT Trail 4304 · GIS Mapping	-	1,200.00 300.00	(1,200.00) (300.00)	0.0% 0.0%
4308 · WBRD Admin	2,000.00	5,000.00	(3,000.00)	40.0%
4315 · CVFiber	148.21	2,400.00	(2,251.79)	6.18%
Total 4300 · Fee for Services	2,148.21	8,900.00	(6,751.79)	24.14%
4400 · Municipal Contracts	·	,	, ,	
4431 · BC Road Erosion Inventory	-	818.00	(818.00)	0.0%
4345 · Calais	239.99	998.00	(758.01)	24.05%
4400 · Municipal Contracts - Other_	414.79	3,500.00	(3,085.21)	11.85%
Total 4400 · Municipal Contracts	654.78	5,316.00	(4,661.22)	12.32%
4500 · Natural Resources	26.66	F 404 00	(5.454.24)	0.530/
4501 · 604B Water Planning 4516 · Tactical Basin Planning	26.66 6 200 E4	5,181.00	(5,154.34)	0.52%
4519 · MARC Design Imp. Block Gr	6,899.54 346.48	19,900.00 326,514.00	(13,000.46) (326,167.52)	34.67% 0.11%
4522 · MARC Barre Auditorium SW	2,570.30	37,793.00	(35,222.70)	6.8%
4248 · LCPC - Flood Bylaw	-	8,500.00	(8,500.00)	0.0%
4249 · VCRD	4,000.00	7,500.00	(3,500.00)	53.33%
4530 · DEC Plainfield Gully	-	38,893.00	(38,893.00)	0.0%
4535 · DEC CWSP Start-up	558.29	102,082.00	(101,523.71)	0.55%
4545 · DEC CWSP Formula	3,018.60	1,040,947.00	(1,037,928.40)	0.29%
4565 · DEC Calais Moscow Woods	26.66	-	26.66	100.0%
4570 · Upper Winooski-Woodbury	17.446.52	211,479.00	(211,479.00)	0.0%
Total 4500 · Natural Resources 4600 · Public Safety	17,446.53	1,798,789.00	(1,781,342.47)	0.97%
4602 · EMPG	6,623.00	58,375.00	(51,752.00)	11.35%
4611 · VEM Emergency Operation	-	600.00	(600.00)	0.0%
4630 · RRPC ARPA	23.90	2,526.00	(2,502.10)	0.95%
4635 · July 9, 2023 Event	18,791.87	-	18,791.87	100.0%
Total 4600 · Public Safety	25,438.77	61,501.00	(36,062.23)	41.36%
4700 · Town Dues (Parent)				
4701 · Town Dues	86,984.66	86,985.00	(0.34)	100.0%
Total 4700 · Town Dues (Parent)	86,984.66	86,985.00	(0.34)	100.0%
4800 · Transportation 4803 · Grants in Aid		200.00	(200.00)	0.0%
4803 · Grants III Ald 4804 · TPI	8,806.40	290,848.00	(282,041.60)	3.03%
4800 · Transportation - Other	-	16,667.00	(16,667.00)	0.0%
Total 4800 · Transportation	8,806.40	307,715.00	(298,908.60)	2.86%
4900 · Other Income	-	-	,	
4901 · Interest Income	844.75	1,600.00	(755.25)	52.8%
4905 · Dividend Income	-	372.00	(372.00)	0.0%
Total 4900 · Other Income	844.75	1,972.00	(1,127.25)	42.84%
Total Income	202,667.60	2,906,830.00	(2,704,162.40)	6.97%
Gross Profit	202,667.60	2,906,830.00	(2,704,162.40)	6.97%
Expense				

-	Jul 23	Budget	\$ Over Budget	% of Budget
5000 · Wages and Fringe Benefits				
5001 · Personnel	26,082.34	629,367.00	(603,284.66)	4.14%
5100 · Fringe Benefits				
5101 · FICA	2,215.68	48,423.00	(46,207.32)	4.58%
5110 · Health Insurance	6,899.36	172,429.00	(165,529.64)	4.0%
5112 · Dental Insurance 5115 · Life Disability Insurance	223.44 251.14	8,107.00 4,375.00	(7,883.56) (4,123.86)	2.76% 5.74%
5118 · PTO/Comp Accrual	2,663.44	3,835.00	(1,171.56)	69.45%
5120 · Pension Plan - Edward Jo	1,519.54	20,092.00	(18,572.46)	7.56%
5130 · Unemployment Insuranc	-	900.00	(900.00)	0.0%
5135 · Worker's Comp	302.75	3,480.00	(3,177.25)	8.7%
Total 5100 · Fringe Benefits	14,075.35	261,641.00	(247,565.65)	5.38%
Total 5000 · Wages and Fringe Benefi	40,157.69	891,008.00	(850,850.31)	4.51%
5200 · Professional Services				
5201 · Accounting	5,000.00	60,000.00	(55,000.00)	8.33%
5202 · Audit	-	18,000.00	(18,000.00)	0.0%
5203 · IT/Computer	-	4,300.00	(4,300.00)	0.0%
5204 · Legal		3,500.00	(3,500.00)	0.0%
Total 5200 · Professional Services	5,000.00	85,800.00	(80,800.00)	5.83%
5305 · Advertising 5315 · Consultants	726.80 26,878.09	3,600.00 1,618,269.00	(2,873.20) (1,591,390.91)	20.19% 1.66%
5320 · Depreciation expense	286.09	4,500.00	(4,213.91)	6.36%
5325 · Copy	280.03	4,300.00	(4,213.91)	0.30%
5326 · Copier extra copies	12.79	1,000.00	(987.21)	1.28%
5327 · Copier Lease Payments	147.10	600.00	(452.90)	24.52%
Total 5325 · Copy	159.89	1,600.00	(1,440.11)	9.99%
5330 · Supplies				
5331 · Equipment/Furniture	-	9,600.00	(9,600.00)	0.0%
5332 · GIS Supplies	-	500.00	(500.00)	0.0%
5333 · Office Supplies	229.00	3,000.00	(2,771.00)	7.63%
5334 · Billable Supplies	-	5,000.00	(5,000.00)	0.0%
5335 · Subscriptions/Publications	40.00	1,698.00	(1,658.00)	2.36%
Total 5330 · Supplies 5344 · Insurance	269.00	19,798.00	(19,529.00)	1.36%
5345 · Liability Insurance	374.00	1,600.00	(1,226.00)	23.38%
5346 · Public Officials Insurance	292.25	3,507.00	(3,214.75)	8.33%
Total 5344 · Insurance	666.25	5,107.00	(4,440.75)	13.05%
5350 · Meetings/Programs	-	4,970.00	(4,970.00)	0.0%
5355 · Postage	-	1,000.00	(1,000.00)	0.0%
5360 · Dues/Memberships/Sponsorsh	171.25	11,545.00	(11,373.75)	1.48%
5370 · Office Occupancy				
5310 · Cleaning	180.00	3,540.00	(3,360.00)	5.09%
5371 · Rent/Utility Payments	3,531.95	42,383.00	(38,851.05)	8.33%
5370 · Office Occupancy - Other	-	200.00	(200.00)	0.0%
Total 5370 · Office Occupancy	3,711.95	46,123.00	(42,411.05)	8.05%
5375 · Software/Licenses/IT Sub	250.00 590.46	9,746.00	(9,496.00) (6,489.54)	2.57%
5385 · Telephone/Internet 5390 · Travel	590.46 151.18	7,080.00 13,262.00	(6,489.54) (13,110.82)	8.34% 1.14%
5990 · Interest Expense	-	50.00	(50.00)	0.0%
5999 · Miscellaneous Expenses	-	30.00	(30.00)	0.070
5339 · Gifts	-	350.00	(350.00)	0.0%
5380 · Fees	-	630.00	(630.00)	0.0%
5999 · Miscellaneous Expenses - O_		100.00	(100.00)	0.0%
Total 5999 · Miscellaneous Expenses	-	1,080.00	(1,080.00)	0.0%
8000 · Indirect Costs	_			
otal Expense	79,018.65	2,724,538.00	(2,645,519.35)	2.9%
otal Expense et Ordinary Income	79,018.65 123,648.95 123,648.95	2,724,538.00 182,292.00 182,292.00	(2,645,519.35) (58,643.05) (58,643.05)	2.9% 67.83% 67.83%



MEMO

Date: September 05, 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)

Department of Environmental Conservation – SFY2024 Water Quality Restoration Formula Grant

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

Scope of Work: The purpose of the Water Quality Restoration Formula Grant agreement, established under 10 V.S.A. § 925, is to fulfil the Grantee's responsibilities under 10 V.S.A. § 924 as the assigned Clean Water Service Provider (CWSP) for the Winooski river basin (also known as Basin 8). Responsibilities include overseeing identification, prioritization, development, design construction, verification, and operation and maintenance of non-regulatory clean water projects within Basin 8 for the purpose of achieving pollutant reduction values established by the Secretary for the basin. Specific activities include:

- 1) Establish, convene, and provide technical staff support to a Basin Water Quality Council;
- 2) In coordination with Basin Water Quality Council, oversee identification, prioritization, development, design, construction, verification and operation and maintenance of non-regulatory clean water projects within Basin 8;
- 3) In coordination with the BWQC, adopt and implement policies and procedures as needed/required to fulfill CWSP duties and responsibilities enumerated in Governing Statute, Rule, Guidance, and Policy (see section D. below). If new guidance subsequently adopted has a substantive impact on the Grantee's ability to complete the Scope of Work within the budget provided the Grantee may request a consideration for amendment;
- 4) Program reporting; and
- 5) Conduct communications and outreach to publicize its procurement opportunities basin- wide, consistent with the CWSP's Outreach and Communication Policy.

Funding: \$1,097,235

Performance Period: 08/01/2023 – 06/30/2025

Staff: Brian Voigt, Lincoln Frasca, Christian Meyer, Nancy Chartrand

CONTRACTS ISSUED

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

Vermont Land Trust – John Fowler Road Berm Removal Preliminary Design – Marshfield, VT

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

Scope of Work: Funding will be provided to Vermont Land Trust to support the development of a preliminary engineering design (30% design) for a berm removal project along the Winooski River in Marshfield. Specific activities include:

- 1) Initiate project and issue a Request for Proposals to identify a contractor;
- 2) Develop a conceptual site plan;
- 3) Host one (or more) stakeholder meetings;
- 4) Engage DEC Programmatic staff;
- 5) Complete additional assessments required for obtaining necessary permits;
- 6) Complete a 30% engineering design; and
- 7) Complete Vermont Department of Historic Preservation preliminary project review.

Funding: \$44, 603.57

Performance Period: 09/06/2023 - 03/31/2024

Staff: Brian Voigt, Lincoln Frasca

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

Chittenden County Regional Planning Commission – Tactical Basin Planning FY24

Scope of Work: Provides funding to coordinate outreach regarding the Vermont Clean Water Act (Act 64) and for the RPC to support the adoption of the 2023 Winooski Basin Tactical Basin Plan and the implementation of strategies to achieve water-quality improvements. Specific activities include:

- 1) Participate in quarterly regional coordination meetings for Central Vermont region and collaborate on specific efforts with the watershed planner and other partners;
- 2) Organize, host and document three Clean Water Advisory Committee meetings;
- 3) Offer technical assistance to Selectboards, evaluate forest roads in municipal forests to identify road segments with water quality impacts, support the design and implementation of municipal stormwater projects + identify other stormwater projects on municipal property, develop a table summarizing the number of municipal, private and IDDE projects that were identified and implemented;
- Offer planning assistance to promote the DEC Rivers Program no adverse impact model bylaw for implementation and Organize, host and document a regional meeting regarding the adoption of new FEMA maps;
- 5) Provide input on the 2023 Tactical Basin Plan updates by reviewing draft content for the Developed Lands and Natural Resource sectors and ensuring conformance with the regional plan (prepare a regional conformance letter), and organize and promote public meetings related to the draft Tactical Basin Plan;
- 6) Store and track Clean Water Signs; and
- 7) Program Reporting.

Funding: \$20,506

Performance Period: 07/15/2023 – 07/31/2024

Staff: Brian Voigt, Lincoln Frasca

GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

Plainfield Cooperative RBDG: Community Engagement and Facilitation - Momentum Communications, LLC

Scope of Work: To engage the Plainfield Co-op's membership in the process of reaching a decision about the business's future, and to facilitate meetings that provide comprehensive factual information about the options being considered.

Task 1: Discovery/Work Planning

Task 2: Community Outreach and Engagement

Task 3: Facilitation

Task 4: Administrative Support

Funding: \$2,215 (Rural Business Development Grant)

Performance Period: 7/19/2023 – 10/01/2023

Staff: Jon Ignatowski

Weston & Sampson - Phase II Environmental Site Assessment for 11 North Main St., Northfield, VT

ACTION REQUESTED: None – approval was already provided for Executive Director to sign a contract up "up to \$35,000 with the preferred proposer"

Scope of Work: Undertake a Phase II Environmental Site Assessment (ESA) to include:

Kick Off Meeting

Draft Phase II ESA Work Plan

Work Plan Regulatory Review/Approval

Field Activities

Laboratory Analysis

Draft Phase II ESA Report

Draft Findings Meeting

Coordinate Regulatory Review with DEC

Finalize & Present Phase II ESA Report

Funding: \$34,614.00 (Brownfields - MARC Grant Agreement #: 07120-22-18)

Performance Period: 8/01/2023 – 12/31/2023

Staff: Clare Rock, Elaine Toohey

STATE	GF VERMONT	GRANT /	AGREEM	ENT		Part 1-0	Grant	Award [Detail	
			SECTION	I - GENERA	L GRANT INF	ORMATIO	N			
¹ Grant #:	06140-2024-CW	SP-WID-08			² O	riginal	X /	Amendment	#	
³ Grant Ti	tle: SFY2024 Wate	r Quality Rest	oration Forn	nula Grant						
⁴ Amount	Previously Awarded	i:	\$0.00	⁵ Amount Awar		n: 97,235.00	⁶ Tota	al Award Amo		\$1,097,235.00
⁷ Award S	itart Date: 08/	01/2023	⁸ Award I	End Date: 6/30/	2025	Subrecipie	nt Awa	rd: YES	□ NO ×	
¹⁰ Supplie	r #: 43329	¹¹ Grante	e Name: (Central Vermont	Regional Plann	ing Commis	sion			
12 Grantee	Address: 29 Main S	Street, Ste #4								
¹³ City:	Montpelier				¹⁴ State:	V	Т	¹⁵ Zip Cod	e:	05602
¹⁶ State G	iranting Agency: De	partment of Er	nvironmenta	l Conservation				¹⁷ Busines	s Unit:	
18 Perform	nance Measures:	¹⁹ Match/Ir	n-Kind:		Description:					
²⁰ If this Amou	action is an ame nt: Fu	ndment, the Inding Allocati			ance Period: [Scope	of Work:	O ₁	ther:
		SI	CTION II	- SUBRECIPII	ENT AWARD	INFORMA	TION			
²¹ Grantee	e Identifier [UEI] #:			22	ndirect Rate:	24		²³ FFATA:	YES 🔲 NO) [
²⁴ Grantee	e Fiscal Year End M	lonth (MM for	mat):		(Approved rate or	% r de minimis 10	0%)	²⁵ R&D :		
²⁶ Entity I	dentifier [UEI] Nam	e (if different	than VISIO	N Vendor Name	in Box 11):			-		
	SECTION III - FUNDING ALLOCATION									
				STATI	FUNDS					
	Fund Ty	ре		²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulati Award		³⁰ Special &	Other Fund	Descriptions
	General F	und					\$0.00			
	Special Fu	ınd		\$0.00	\$1,097,235.00	\$1,097,2	235.00	21932		
	Global Comm (non-subrecipien						\$0.00			
	Other State	Funds					\$0.00			
	(inc		DERAL FU	UNDS I Commitment f	Required Federal Award Information					
³¹ CFDA#	³² Pro	gram Title		³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulati Award		³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
							\$0.00			
39 Federal A	Awarding Agency:				40 Federal Awa	rd Project De	escr:			
							\$0.00			
Federal Aw	arding Agency:				Federal Award	Project Desc	r:			
							\$0.00			
Federal Aw	arding Agency:				Federal Award	Project Desc	r:			
							\$0.00			
Federal Aw	arding Agency:				Federal Award	Project Desc	r:			
							\$0.00			
Federal Aw	Federal Awarding Agency: Federal Award Project Descr:									
	Total	Awarded - A	All Funds	\$0.00	\$1,097,235.00	\$1,097,2	235.00			
			SECTI	ON IV - CON	TACT INFOR	MATION				
	ANTING AGENCY			GRANTE	_					
10/11/12/	Beth Touchette			NAME:	Brian Voigt					
	Grant Programs Man 02) 261-1318	ager		TITLE:	CVRPC	۵				
•	eth.touchette@vermo	ont.gov			(802) 229-038 voigt@cvregion					
	<u> </u>	-			. 5.5.6657109101					



Vermont Department of Environmental Conservation

Agency of Natural Resources

SFA - STANDARD GRANT AGREEMENT

- 1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Central Vermont Regional Planning Commission with principal place of business at 29 Main St. Ste #4, Montpelier, VT 05602 (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
- 2. Subject Matter: The subject matter of this Grant Agreement is to administer a Water Quality Restoration Formula Grant program as the Clean Water Service Provider (CWSP) of Basin 8, for the purpose of achieving pollutant reduction values established by the Secretary for the basin. Detailed scope to be provided by the Grantee are described in Attachment A, Scope of Work to be Performed.
- 3. Maximum Amount: In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed \$1,097,235.00. Attachment B, Payment Provision provides details on how these funds will be disbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without written approval from the State.
- 4. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization that they have and will follow their procurement policy.
- 5. Ownership and Disposition of Equipment: Grantee must submit a written request to retain the asset at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value. Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Grantee must submit a written request to retain the equipment at the end of the grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value. Please see Attachment E, Equipment Ownership Request/Approval form for additional details.
- 6. Source of Funds: State funds.
- 7. Grant Term: The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on June 30, 2025.
- 8. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least thirty (30) days prior to the end date of this agreement or the request may be denied.
- 9. Cancellation: This Grant Agreement may be cancelled by either party pursuant to the Environmental Protection Rule Chapter 39: Clean Water Service Provider Rule, Subchapter 8, Renewal of CWSP Term and Removal of CWSP Assignment. This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.

- 10. Fiscal Year: The Grantee's fiscal year starts July 1 and ends June 30.
- 11. Work product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.
- 12. Attachments: This Grant consists of the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Customary State Grant Provisions

Attachment D - Other Provisions

Attachment E - Equipment Ownership Request / Approval Form

VE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.						
STATE OF VERMONT	GRANTEE					
By:	By:					
Commissioner	Name: (Print)					
Dept. of Environmental Conservation	Title:					

Attachment A Scope of Work to be Performed

Part or All of the Scope May be Subcontracted with Written Prior Approval from the State

A. Purpose:

The purpose of the Water Quality Restoration Formula Grant agreement, established under 10 V.S.A. § 925, is to fulfil the Grantee's responsibilities under 10 V.S.A. § 924 as the assigned Clean Water Service Provider (CWSP) for the Winooski river basin (also known as Basin 8).

Responsibilities include overseeing identification, prioritization, development, design construction, verification, and operation and maintenance of non-regulatory clean water projects within Basin 8 for the purpose of achieving pollutant reduction values established by the Secretary for the basin.

B. Performance Measures:

Performance Measures will be documented and reported for all phases of the clean water project life cycle as follows:

- 1. Assessments and Planning for Project Identification and Prioritization
 - a. Acres assessed/covered by plan(s)
 - b. Linear miles assessed/covered by plan(s)
 - c. Number of projects identified
- 2. Project Development
 - a. Number of projects developed for design and/or implementation
- 3. Project Design
 - a. Number of preliminary (30%) designs completed
 - b. Number of final (100%) designs completed
 - c. Estimated kilograms of phosphorus planned to be achieved based on design projects completed
- 4. Implementation
 - a. Once project types are determined, the Grantee will use the appropriate Performance Measures as identified in the most current Clean Water Initiative Program (CWIP) Funding Policy at time of sub-agreement execution
 - b. Estimated kilograms of phosphorus pollution achieved based on implementation projects completed
- 5. Verification and Maintenance
 - a. Number of maintenance visits
 - b. Number of verification visits

C. Scope of Work:

The Grantee will administer a Water Quality Restoration Formula Grant program as the Clean Water Service Provider of Basin 8, for the purpose of achieving pollutant reduction values established by the Secretary for the basin. Grantee will perform the following services in its role as Clean Water Service Provider:

- 1. Establish, convene, and provide technical staff support to a Basin Water Quality Council (BWQC) for each assigned basin and coordinate with BWQC per Rule and statute.
- 2. In coordination with the BWQC, oversee identification, prioritization, development, design, construction, verification and operation and maintenance of non-regulatory clean water projects within Basin 8. The CWSP shall oversee operation and maintenance of clean water projects in accordance with best practices and permit requirements established by the Secretary and shall verify on-going functioning of projects by submitting information as determined by the Secretary.
- 3. In coordination with the BWQC, adopt and implement policies and procedures as needed/required to fulfill CWSP duties and responsibilities enumerated in Governing Statute, Rule, Guidance, and Policy (see section D. below). If new guidance subsequently adopted has a substantive impact on the Grantee's ability to complete the Scope of Work within the budget provided the Grantee may request a consideration for amendment.
- 4. Complete CWSP quarterly, annual, and final reports.
- 5. The Grantee shall conduct communications and outreach to publicize its procurement opportunities basin- wide, consistent with the CWSP's Outreach and Communication Policy.

D. Governing Statute, Rule, and Policy

The Grantee shall perform all duties outlined in the Scope of Work in accordance with and as directed in the following documents (listed in order of precedence should contradictions be noted):

- 1. Law: Clean Water Service Delivery Act (Act 76 of 2019) or 10 V.S.A. § 921-925
- 2. Rule: Environmental Protection Rule Chapter 39: Clean Water Service Provider Rule
- 3. Duly adopted Water Quality Restoration Formula Grant Target and Fund Allocation Methodology
- 4. Guidance: Act 76 Guidance Document as duly adopted.
- 5. Policy: Current Clean Water Initiative Program Funding Policy
- 6. This Grant Agreement

E. Target and Fund Allocation, Assigned Pollutant Reduction Targets, and Adequate Progress

- 1. Target and Fund Allocation Methodology Funding: Agreement amount is established according to the State's adopted Water Quality Restoration Formula Grant Target and Fund Allocation Methodology ("Fund Allocation Methodology"), as applied to the annual budget for Clean Water Service Providers (CWSPs) allocated by the Clean Water Board and authorized by the Legislature. The State may budget additional funds in future years, and Grantee's future funding allocation will be established using the Fund Allocation Methodology, subject to any adjustment that may be adopted. This grant agreement may be amended and/or additional grant agreements may be entered into as appropriate to reflect any future fund allocations as well as any additional pollutant type reductions or targets.
- 2. Target and Fund Allocation Methodology Pollution Reduction Targets: This agreement assigns a new additional phosphorus reduction target of 69.6 kg. Grantee's cumulative target is the sum of annually assigned targets over the active CWSP term. The Table below illustrates the current agreement amount and associated pollutant reduction target and the accumulation of amounts for the current agreement and prior agreement(s).

State Fiscal	Agreement	Assigned Phosphorus
Year	Amount	Reduction Target
2023	\$1,040,947.00	69.6 kg
2024	\$1,097,235.00	69.6 kg
Total to date:	\$2,138,182.00	139.2 kg

- 3. Adequate Progress: Grantee shall strive to achieve adequate progress toward their pollutant reduction targets as defined in Rule and Guidance. The State acknowledges that the precise accounting and absolute attainment of quantitative targets will be subject to many factors.
- 4. Tracking and Reporting: Grantee shall track and report annually progress toward achieving assigned pollutant reduction targets. Total phosphorus load reductions shall be estimated/reported at the project or best management practice-level following the State's Standard Operating Procedures (SOPs) for Phosphorus Tracking & Accounting, and associated calculator tools.

F. Program Reporting

- 1. Annual Report: The Clean Water Service Provider shall provide a written report annually to the Secretary, the contents of which shall be documented in Guidance. Result from the report from the Clean Water Service Provider will be integrated by the State into the *Vermont Clean Water Initiative Annual Performance Report*, including outcomes from the work performed by Clean Water Service Providers.
- 2. Quarterly Report: Grantee will submit a quarterly report to the State. The report will consist of:
 - a. Minutes of BWQC meetings, a progress/status update on all projects approved by a BWQC,
 - b. Quarterly State Financial Report Forms documenting expenditures under the Formula Grant with expenses itemized by project,
 - c. Information on any project-level status updates in the form of Watershed Projects Database data entry, including identification and development work funded under this Formula Grant, projects funded or completed that quarter,
 - d. Any other information requested by the State.

Grantee shall use Clean Water Project ANR Online Forms and the Watershed Projects Database for project level reporting. Following the entry of project level data into Clean Water Project ANR Online forms, these data will be approved and flow directly to the Watershed Projects Database. Prior to quarterly, annual, and final reporting, all project data in Watershed Projects Database related to this formula grant should be verified that it is accurate and up to date. Summary data reported on in quarterly and annual reports shall match project level data in Watershed Projects Database. CWSPs will be responsible for conducting project-level data quality assurance/quality control (QA/QC) review annually prior to incorporation of data in the Clean Water Reporting Framework for inclusion in the *Vermont Clean Water Initiative Annual Performance Report*.

G. Other Provisions

- 1. Grantee will hire a Certified Public Accountant to audit year-end financial statements and provide to the State within 180 days of Grantee's fiscal year end.
- 2. Grantee shall communicate to the State in writing any significant changes that affect CWSP operations, including but not limited to: changes to financial

management-related staffing and financial management systems.

H. Milestones and Deliverables

Below is a table including all milestones and deliverables associated with administration of the Water Quality Restoration Formula Grant. All tasks, deliverables, and estimated due dates associated with this grant are outlined in the table below. Due Dates indicated are for reporting through the prior quarter end (9/30, 12/31, 3/31, or 6/30) and interim due dates can be extended with written approval from the State. In addition, the Grantee must ensure that sub-grantees complete and submit to the Grantee all standard milestones and deliverables as listed by project type in the most current CWIP Funding Policy at time of sub-agreement execution.

Grantee will adhere to the below schedule until all funds are expended under this Agreement, at which point Grantee shall complete Milestone #8 Final Report on Formula Grant results and individual projects and submit associated program and financial Deliverables within 30 days of the subsequent quarter end (for example: if final expenditures occur in month of April, submit Final Report by following July 31).

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	Milestone	Deliverables	Due Date
1.	Quarterly Check-in with Technical Project Manager (TPM)	 Engage in Progress Meeting with TPM Submit Required Program Quarterly Reporting Submit Required State Financial Report Form 	10/31/2023
2.	Audit of Financial Statements and submit Form 990	 Submit audit within 180 days of Grantee's fiscal year end. Submit Form 990, if applicable, within 180 days of Grantee's fiscal year end. Communicate to the State in writing any significant changes that affect CWSP operations. 	12/31/2023
3.	Quarterly Check-in with Technical Project Manager (TPM)	 Engage in Progress Meeting with TPM Submit Required Program Quarterly Reporting Submit Required State Financial Report Form 	01/31/2024
4.	Quarterly Check-in with Technical Project Manager (TPM)	 Engage in Progress Meeting with TPM Submit Required Program Quarterly Reporting Submit State Financial Report Form 	04/30/2024
5.	Year-end Quarterly Check-in with Technical Project Manager (TPM)	 Engage in Progress Meeting with TPM Submit Required Program Quarterly and Annual Reporting Submit Required State Financial Report Form and Annual Report 	07/31/2024
6.	Quarterly Check-in with Technical Project Manager (TPM)	 Engage in Progress Meeting with TPM Submit Required Project Quarterly Reporting Submit Required State Financial Report Form 	10/31/2024
7.	Audit of Financial Statements and submit Form 990	 Submit audit within 180 days of Grantee's fiscal year end. Submit Form 990, if applicable, within 180 days of Grantee's fiscal year end. Communicate to the State in writing any significant changes that affect CWSP operations. 	12/31/2024
8.	Quarterly Check-in with Technical Project Manager (TPM)	 Engage in Progress Meeting with TPM Submit Required Project Quarterly Reporting Submit Required State Financial Report Form 	01/31/2025
9.	Quarterly Check-in with Technical Project Manager (TPM)	 Engage in Progress Meeting with TPM Submit Required Project Quarterly Reporting Submit Required State Financial Report Form 	04/30/2025
10.	Final Annual Report on Formula Grant results and individual projects	 Engage in Progress Meeting with TPM Submit Required Project Quarterly and Annual Reporting Submit Required State Financial Report Form and Final Report 	07/31/2025

Amendment of this agreement is contingent upon continued appropriations for this initiative and on adequate progress. This agreement may be amended and/or additional grant agreements may be entered into through the current term of assignment, which is currently June 30, 2029, plus three months (as may be required for any administrative close-out activities).

Attachment B Payment Provisions

A. Standard Payment Types and Schedule

This grant is a modified cost-reimbursable grant that allows for advance of funds and requires reconciliation with actual costs incurred. The Grantee may submit invoices and supporting documentation in accordance with the below schedule and as outlined in Paragraph B., Table 2, below. Payments will be made following State approval and availability of funding is subject to any project and activity verification or other requirements that may be required by the State.

- 1. Initial Advance: The State will make available to Grantee up to 33.5% of the Agreement maximum amount (25% Admin budget and 35% Project Completion budget) under this grant upon execution of this Agreement as an advance. The Initial Advance shall be requested using Form 430A. Refer to paragraph E.2 for final reconciliation of Initial Advance.
- 2. Quarterly Draws: Quarterly, Grantee may draw down additional funds in an amount not to exceed 33.5% of this Formula Grant, minus Grantee's remaining advanced cash-in-hand, so that the maximum advance held by Grantee on a quarterly basis is no more than 33.5% of this annual award. The Quarterly Draw shall be requested using Form 430.
- 3. Monthly Reimbursements: Should Grantee need to access additional funds midquarter based on actual expenses incurred, Grantee may submit for reimbursement using Form 430 no more frequently than monthly (up to two times in between quarterly draws).
- 4. Quarterly Advance, as needed: Should Grantee need to access funds in excess of 33.5% of the Agreement maximum amount due to anticipated payments that will exceed the maximum advance amount in the coming quarter, Grantee may request using Form 430A.
- 5. If the Grantee still has unexpended funds from a previously issued Formula Grant, the first advance issued under this grant agreement shall be capped at 25% (for administrative funds) and 35% (for project completion funds) of the *oldest open* formula grant award.
- 6. The "initial advance" amount for a new formula grant award is the difference between the total previously advanced and the new allowable advance amount for administrative costs and project completion funds. If this amount is negative (i.e. the new award is less than the previous award), the grantee will spend the retained advanced dollars down by the amount (the negative difference) to make the new maximum advance amount match the reduced award totals.

B. Supporting Documentation

Grantees are required to keep documentation of all expenses reported to the State on invoices and in the supporting State Financial Report Form. Grantee shall submit the State Financial Report Form and supporting documents in accordance with the following Table 2. The State reserves the right to ask for any additional expense documentation upon request.

Table 2. Supporting Documentation for Payment Types

Payment Type	Form 430	Form 430A	State Financial Report Form	Cash Flow Statement	Balance Sheet	Project- Expense Receipts	Advance Justification Memo	Advance Supporting Documentation (At least one of the following: supporting correspondence, signed subcontract, or invoice due)	
Initial Advance		✓							
Quarterly Draws	✓		✓	√	✓				
Monthly Reimbursements	✓					✓			
Quarterly Advances		✓					✓	✓	
Off Cycle Advance							✓	✓	
Annual (Quarterly Draw at End of Q4)	_		~	√	√				_
Final (End of Grant)			√	✓	✓				✓

C. Administrative Expenses

Not more than 15% of the total funding authorized under this Agreement may be allocated to the administrative expenses incurred to perform the Scope of Work. Please see the most current CWIP Funding Policy for more details on the distinction between Program Delivery ("Administrative") costs and Project Completion costs.

D. Match Limits

Grantee can only use up to \$532,868.00 of Project Completion funds issued under this grant to match additional funding sources. Administrative funds may not be used as match.

E. Continuing Annual Formula Grants

Grantee shall liquidate the oldest appropriation (grant) first, within specified performance periods, before transitioning pay requests to subsequent issued annual formula grants.

- 1. If a quarterly draw, monthly reimbursement, or off-cycle advance will liquidate the oldest annual grant for Administrative or Project Completion Cost categories, Grantee will submit a Form 430 or Form 430A under the oldest grant agreement for the remaining balance and submit a second Form 430 or Form 430A to draw down additional funds to total an amount of 33.5% of funding under this grant as cash-in-hand for Grantee.
- 2. For the final quarter under the final annual Formula Grant as a designated Clean Water Service Provider, Grantee shall utilize previously advanced funds from the Initial Advance (paragraph 1.a), reconcile final expenditures with advanced funds using the State Financial Report Form and return any unspent advanced funds to the State. Grantee shall submit a Form 430 for final expenditures. A final memo authorizing use of the advance funds will be issued in lieu of payment upon receipt and satisfactory review of all deliverables, as described in the scope of work.

F. Off-Cycle Advance

An Advance can be requested at an interval more frequent than quarterly only in the

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event of an unanticipated and urgent cash flow need as justified by supporting documentation as outlined in paragraph VI, Table 2.

G. Interest

Grantee must maintain advance payments under this Agreement in an interest-bearing account. Interest earned on advanced funds will be considered program income and will be retained by the Grantee. Interest earned will only be spent on eligible Project Completion costs as it pertains to Attachment A under this Agreement and within the performance period. Grantee will report on interest income earned and expended in reporting templates provided by the State.

H. Adequate Progress

The State will measure adequate progress by examining the performance required under the work plan and under governing statute, rule, and policy (see Attachment A) in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period. The State may withhold payment of invoices, if quarterly reports/check-ins are not completed/adequate and if performance issues are identified as part of quarterly check-ins, until the State determines performance issues are sufficiently resolved.

I. Risk-Based Assessment:

Risk Level: HIGH

J. Other Provisions

- 1. All invoices must be received within 90 days after the end date of this agreement. Any invoices received after 90 days may not be honored.
- 2. Grantee is conferred blanket approval from the State to execute any subgrant/subcontract associated with this Agreement and related amendments. As part of the procurement process, the grantee must verify and document that none of its subgrantees/subcontractors are listed on the federal debarment list located at https://sam.gov/content/home or the State debarment list maintained by the Vermont Buildings and General Services (BGS) and located at: https://bgs.vermont.gov/purchasing-contracting/debarment. Both the name of the entity and name of the primary point of contact must be checked.
- 3. <u>Final Payment:</u> Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.

Upload all completed forms to: https://anronline.vermont.gov/home



Vermont Department of Environmental Conservation

 $Agency \, of \, Natural \, Resources$

rantee Name: Central Vermont Regio	onal Planning		
ommission Grant #:06140-2024-CWS	P-WID-08 Payment	#: Amount Reques	ted:
ayment Type (check one): Quarterly	Draw Monthly R	eimbursement 🗌	
erformance Measures and Deliverables:			
Budget Category	Budget Amount	Amount Previously Requested	Amount Requested
1 –Administrative Costs (not eligible for Grantee use as match)	\$164,585.00	\$	\$
2 – Project Completion Costs – Non- Match (not eligible for Grantee use as match)	\$399,782.00	\$	\$
3 – Project Completion Costs - Match (eligible for Grantee use as match)	\$532,868.00	\$	\$
Total	\$1,097,235.00	\$	\$
approvals for Payment			
igned by:			
rantee:		Date:	
itle:	_		

Form to: https://anronline.vermont.gov/home



Vermont Department of Environmental Conservation

 $Agency\ of\ Natural\ Resources$

Form 430A Request for Advance of Funds Form must be filled out entirely before payment is released

Grantee Name: Central Vermont Regional Planning							
Commission Grant #: 06140-2024-CWSP-WID-08 Advance #: Amount Requested:							
PAayment Type (check one): Initial Advance Quarterly Advance Off-Cycle Advance							
Performance Measures and Deliver	ables:						
Budget Category	Budget Amount	Amount Previously Requested	Amount Requested				
1 – Administrative Costs	\$41,146.32	\$	\$				
2 – Project Completion Costs	\$326,427.44	\$	\$				
Total	\$367,573.73	\$	\$				
Approvals for Payment							
Signed by:							
Grantee:		Date:					
Title:							
The Grantee certifies that deliverables being bi	lled on this invoice have been complete	ed as outlined in the grant agreement.					
For Interim Advances pl	lease upload <u>along w</u> i	ith the relevant Justifi	cation Documentation				
	to: https://anronline	e.vermont.gov/home					

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

- 1. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
- **2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- **4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
- **5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- **6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- **7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains

the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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

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

- **9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
- **10.** False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq*. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- 11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- **12.** Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
- 13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- **14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- 15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- **A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- **B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- **D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- **18.** Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
 - A. is not under any obligation to pay child support; or
 - **B.** is under such an obligation and is in good standing with respect to that obligation; or
 - C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

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

- **20.** No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- **21.** Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- **22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

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

- **23.** Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- **24.** Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

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

27. Termination:

- **A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- **B.** Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- **C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- **28.** Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- **29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
- **30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- **31.** Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:
 - A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

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

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

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

ATTACHMENT D: OTHER PROVISIONS

- A. This clause shall replace item #11 on page 1 of this agreement. The parties agree that ownership of all data, papers, reports, forms, or other material collected or produced by the Grantee, under this Agreement, (the "work product") shall belong to the Grantee. Upon a request made by the State, the Grantee shall provide, free of cost, copies of all such work product no later than 30 days from the date of the request. The State shall have a nonexclusive, nontransferable, irrevocable, royalty free paid-up license to use or have used the work product for or on behalf of the State during the pendency of the agreement and thereafter.
- B. This clause shall replace the term for document retention referenced in Attachment C, #13. The records described therein shall be made available at reasonable times during the duration of the term of assignment of the Clean Water Service Provider and for at least two years thereafter.

ATTACHMENT E Department of Environmental Conservation

Equipment Ownership Request / Approval Form

The State of Vermont Department of Environmental Conservation (DEC) requires Grantees to submit written request indicating the awardee wishes to retain any equipment¹ purchased or furnished to the Grantee with State or Federal funds at the end of the grant term. This requirement is outlined in Section 5. Ownership and Disposition of Equipment clause² of the original agreement.

Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DEC.

When disposing of or replacing items of equipment purchased under this grant with a current per unit fair market value in excess of \$5,000, Grantee must request disposition instructions from DEC. If DEC fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. DEC is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the DEC 's percentage of participation in the cost of the original purchase.

Grantee:	
Agreement #:	
Equipment Name /Type:	
Date of Purchase:	
Original Cost of Equipment:	\$
Estimated Current Market Value of Equipment:	\$
Description of Equipment:	
By signing below the Grantee certifies that same use and intended purpose as outlined	t they accept ownership of the above named equipment for the lin the original agreement.
Grantee Signature	Date

¹ **Equipment** tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

² Ownership and Disposition of Equipment: Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Grantee must submit a written request to retain the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.

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Print Name	Signer's Title			
Please complete all of the fields above and submit this document to your DEC point of contact. The DEC Financial Operations Section will review this information and provide you with a signed copy once it has been approved.				
DEC Financial Operations Only				
by signing below The Vermont Department of Environment Conservation hereby grants your request to retain the quipment refered above for the same use and intended purpose as outlined in the original agreement.				
The DEC's Approval:	Date:			



6 September 2023

Allaire Diamond Vermont Land Trust 8 Bailey Avenue Montpelier, VT 05602

RE: Clean Water Service Provider Master Agreement, Addendum 1 – Scope of Work and Cost Estimate for Preliminary Design of John Fowler Road Berm Removal – Marshfield, VT

Dear Allaire:

The Central Vermont Regional Planning Commission, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski River Basin Water Quality Council accept your proposal for the John Fowler Road Berm Removal Final Design dated 12 June 2023. The total cost estimate for this work is \$44,603.57.

Under the terms of our Master Agreement, dated 5 September 2024, this acceptance letter, your proposal and the Master Agreement comprise the contract for this project.

We look forward to working with you to improve water quality in the Winooski River Basin.

Sincerely,

Christian Meyer

Executive Director

The following portions of Part 1 – Contract Detail are hereby amended as follows:

Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION			
Original □ Amendment ⊠ #2023-13.A1			
Contract Amount: \$44,603.57 Task Start Date: 09/06	/2023 Contract End Date: 03/31/2024		
Total Master Contract Value: \$44,603.57			
Contract Type: Cost Reimbursement ☒ Fixed Price ☐	l Other □ (please specify)		
SECTION 2 – CONTRACTOR INFORMATION			
Contractor DUNS/UEI: MHPJZCMBQA17			
DUNS/UEI Registered Name (if different than Contractor No	ime above):		
SAM checked for DUNS/UEI Suspension and Debarment Exc	clusions		
(https://sam.gov/SAM/ Print Screen Must be Placed in Cont	tract File. Both the name of the entity and name of the		
primary point of contact must be checked.)			
Date: 30 August 2023 Initials: bv	SAM Expiration Date: 3 March 2024		
State of Vermont checked for Debarment Exclusions (http://exclusions	/bgs.vermont.gov/purchasing-contracting/debarment).		
Print Screen Must be Placed in Contract File. Both the nam	e of the entity and name of the primary point of contact		
must be checked.)			
Date: 30 August 2023 Initials: bv	Debarment Expiration Date: N/A		
Risk Assessment completed (Questions for contractor at $$	\\Forms\Risk Assessment_Contractor Questions.docx.		
Staff completes assessment at\\Forms\Risk Assessment	nt_Contractor.docx. Contractor responses and		
completed risk assessment places in contract file. Contract	modified to reflect assessment results.)		
Date: Initials:			
Single Audit check in Federal Audit Clearinghouse (https://h	narvester.census.gov/facdissem/Main.aspx. Print screen		
must be placed in contract file)			
Date: 31 August 2023 Initials: bv			
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: 30 August 2023 Initials: bv			
Certificate of Insurance (Contractor must provide a valid Ce			
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 □ No 🗷		
[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be			
provided to contractor (obtain from CVRPC finance staff).	CVRPC is not subject to sales tax.]		
Date: 30 August 2023 Initials: bv			
Contract Total Value exceeds \$250,000? Yes □ No			
(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of			
those party's worker compensation providers)			
Date: 30 August 2023 Initials: bv			
SECTION 3 – FUNDING SOURCE			

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CVRPC Agreement #: 2023-13.A1

Awarding Entity:	Department of Environmental Conservation			
Contract #:	06140-2023-CWSP-WID-05			
Funding Type:	☐ Federal	CFDA/ALN #:		
		Program Title:		
	■ State			
	☐ Municipal			
	☐ Other	Source: (ex. private, no	on-profit, etc.)	
SECTION 4 – CO	NTACT INFO	DRMATION		
CVRPC			CONTRACTOR	
Project Contact/Coo	<u>rdinator</u>		Project Contact/Manager	
Name: Brian Voig	t		Name: Allaire Diamond	
Title: Senior Planı	ner		Title: Ecologist	
Work Phone: 802	ork Phone: 802.262.1029		Work Phone: 802.861.6411	
Email: voigt@cvregion.com			Cell Phone (if applicable): 802.879.6672	
			Email: Allaire@vlt.org	
Finance/Billing			Finance/Billing	
Name: Christian Meyer			Name: Sumana Serchan	
Title: Executive Director			Title: Project Director	
Work Phone: 802.229.0389			Work Phone: 802.371.8612	
Email: meyer@cv	region.com		Email: sumana@vlt.org	
•				

The portions of Part 1 – Contract Detail not noted above have not been changed and remain as presented in the original Master Agreement.

Part 2: Contract Agreement

Article 6 - Compensation

6.1.a: Preliminary Design of John Fowler Road Berm Removal – Marshfield, VT. The following milestones must be met by the SUBGRANTEE. All milestones, deliverables and deadlines associated with this contract are included in the table below. The SUBGRANTT shall invoice CVRPC upon the successful completion of each milestone and the submission of associated deliverables.

	Milestone	Deliverable(s)	Completion Date	Cost
1	Project initiated; proposal / bid	Copy of proposal	25 September 2023	\$1,000
	solicitation issued and contractor	solicitation;		
	selected (if applicable)	contractor selected		
2	Conceptual site plan drafted	Conceptual site plan	15 December 2023	\$2,500
3	Stakeholder meeting	Attendance and	22 December 2023	\$500
		minutes of		
		stakeholder		
		meeting		
4	DEC Programmatic Staff	Support letter(s)	30 October 2023	\$500
	Engagement	from DEC		
		Programmatic Staff		
5	Other permit-required	Completed	5 January 2024	\$2,000
	assessments or plans completed	assessments or		
	(if applicable)	plans		
6	Preliminary (30%) design	30% design	19 January 2024	\$36,103.57
	complete	documents		
7	Preliminary VDHP Project Review	Completed	19 January 2024	\$2,000
		preliminary review		
		by VDHP Staff		
			Total Cost	\$44,603.57

The portions of Part 2 – Contract Agreement items not noted above have not been changed and remain as presented in the original Master Agreement.



Water Quality Restoration Formula Grant Winooski Basin, Subgrant Application Form, Round 1

The Central Vermont Regional Planning Commission, in its role as the Clean Water Service Provider for the Winooski Basin is accepting applications for funding for non-regulatory, phosphorous reduction projects that improve water quality. Round 1 proposals are due by 4:00 PM on June 12, 2023. For more information, including submission details, see the Winooski Clean Water Service Provider webpage.

0. Project Eligibility

Please Review the following reference materials before completing your proposal:

- FY23 Clean Water Initiative Program Funding Policy
- Act 76, Clean Water Service Provider Rule and Guidance & explanatory materials

Is the portion of the project for which you seek funding both non-regulatory and voluntary? (i.e. not a required or compelled element of a regulatory permit or a legal settlement)? (answer must be Yes to proceed)

Does the project type meet the applicable definitions and minimum standards in the <u>FY23 Clean Water Initiative Funding Policy</u>? **(answer must be Yes to proceed)**

1. Applicant Information

Organization/Municipality Name:

Primary Contact:

Title:

Mailing Address: Phone Number: E-mail Address:

Has the proposing organization / municipality been pre-qualified to receive subcontracts / subgrants from the Central Vermont Regional Planning Commission serving in its capacity as the Winooski Basin Clean Water Service Provider?*

^{*} If you responded no to this question, please include Qualification Materials along with your funding proposal. See the <u>Winooski Clean Water Service</u> <u>Provider webpage</u> for more details.

2. Project Information

Project Title:

Watershed Projects Database ID*:

* Projects without a Watershed Projects Database ID will be evaluated. However, prior to receiving funding, a project must be entered into the Watershed Projects Database. See pages 11-13 of the FY23 Clean Water Initiative Funding Policy.

Select the most representative project type (according to <u>Appendix B Project Types</u> <u>Table</u> of the 2023 CWIP Funding Policy) from the dropdown list below.*

* If there is more than one project type associated with the proposal, enter additional project types in the Project Description section below.

Project Phase for which you are seeking funding:

Project GPS coordinates (e.g. 44.26278, -72.58054): 44.285477, -72.413339

Project Sub-basin:

3. Project Description

Describe the proposed project. Include the following: project history; the phosphorus reduction practices that will be developed, designed or implemented with the requested funds; details of the project development activities, conceptual or final design plans and cost proposals (if available); and references to prior plans and studies that support the funding request. Propose a project schedule based on the milestones of the proposed project type. Assume an August 1, 2023 start date. (1000 words maximum)

4. Staff Capacity & Past Experience

A list of key staff and a (brief) description of their role in the project. If any of the staff listed here were not included in your organization's pre-qualification materials, please attach a one-page resume describing their qualifications to the project proposal.

Name	Project Role	

Provide three examples of relevant past work. Include the Watershed Projects Database ID (if applicable), key staff and their role(s) in the project, a brief description of the project (phase, type, partners, etc.) and contact information for project references. Projects listed here should demonstrate the experience of the specific staff anticipated to work under this proposal.

Example Project 1:

Watershed Projects Database ID (if applicable): Project staff & their project role(s):

Project description (250 words max):

Reference contact information:

Name: Affiliation: Phone: Email:

Example Project 2:

Watershed Projects Database ID (if applicable): Project staff & their project role(s):

Project description (250 words max):

Reference contact information:

Name:

Affiliation: Phone: Email:

Example Project 3:

Watershed Projects Database ID (if applicable): Project staff & their project role(s):

Project description (250 words max):

Reference contact information:

Name: Affiliation: Phone: Email:

5. Estimated annual total phosphorus load reduction (kg/yr)

Please review the Department of Environmental Conservation's <u>Standard Operating</u>
<u>Procedures (SOPs) for Tracking and Accounting of Phosphorous</u> prior to completing this section.

For Developed Lands projects, estimate the annual phosphorous load reduction using the Department of Environmental Conservation's <u>Stormwater Treatment Practice</u> <u>Calculator</u>. Export the results from the calculator and include that information in the proposal package. For Natural Resource Restoration projects, estimate the annual phosphorous load reduction using the Department of Environmental Conservation's <u>Interim Phosphorous Calculator Tool (v1.0)</u>. Save the results from the calculator and include them in the proposal package.

Enter the estimated annual total phosphorous load reduction (kg / yr):

118.95

If the proposed project consists of project identification / assessment or development-phase work, provide details regarding the types of projects you intend to investigate and the anticipated phosphorus reduction benefits you expect the project(s) might achieve.				

6. Project Budget

Develop a detailed budget with a cost breakdown of all project and administrative expenses. The budget should be itemized by Task with anticipated costs for personnel, equipment, materials, subcontracted services and other costs as appropriate. Be sure to request sufficient funding to complete the required milestones and deliverables (including project reporting) for the type of project being proposed. See the FY23
Clean Water Initiative Program Funding Policy for more information on the milestones required for the project type you are proposing.

Notes:

Mileage: Use the FY23 federal rate (\$0.65 / mile)

Indirect: If you have a negotiated indirect rate, please use that. Otherwise, you may charge up to 10% on all APPLICANT costs and 10% on the first \$50,000 of

SUBCONTRACTORS costs.

Funding request

Amount of funding requested:

State matching funds:

Non-State matching funds:

Total project budget:

Future costs

If this proposal seeks funds for Preliminary (30%) or Final (100%) Design-phase work, please estimate anticipated future costs for subsequent project phases. <u>Do not</u> include this amount in the "Funding request" section above.

Anticipated future funding:

7. Co-benefits

a) **ENVIRONMENTAL JUSTICE:** points are awarded when a project is situated in a Census Block Group where one or more demographic conditions exist to warrant the identification of that area as an Environmental Justice Focus Population. *This value is calculated by the Clean Water Service Provider based on the project location.*

- b) **ECOLOGICAL BENEFITS:** points are awarded when a project reduces sediment and / or non-phosphorous nutrient loads to stressed, altered, impaired or priority waterways to which it is hydrologically connected. *This value is calculated by the Clean Water Service Provider based on the project location.*
- c) **ECOSYSTEM SERVICES:** points are awarded when a project moderates natural phenomena through carbon sequestration and flood resilience. *This value is calculated by the Clean Water Service Provider based on the type of project being proposed.*
- d) **COMMUNITY BUILDING:** points are awarded when a project involves the community in data collection and decision-making, enhances the working landscape and provides recreational benefits. Please answer the following:
 - Are there proposed efforts to meaningfully involve community members in planning, project development, decision-making and implementation?
 - If you answered Yes to the previous question, please describe the effort to involve community members:
 - ♦ Does the project involve data collection by community members (e.g. citizen science initiative)?
 - If you answered Yes to the previous question, please describe the effort to involve community members in data collection:
 - ♦ Is the project located on a parcel that is enrolled in the Use Value & Appraisal Program (aka the Current Use Program) (Contact the Clean Water Service Provider for assistance.)?
 - ♦ Does the project maintain / improve an existing recreational space?

If you answered Yes to the previous question, please describe the maintenance or improvement of existing recreational space(s):

♦ Will the project result in new / expanded recreational opportunities?

If you answered Yes to the previous question, please describe the effort to create new or expand existing recreational opportunities:

- e) **EDUCATION:** An Education Co-Benefit is realized when a project includes aspects of public outreach designed to educate community members about the importance of phosphorus reduction and watershed health
 - ♦ Will the project include an educational component?

If you answered Yes to the previous question, please describe the educational component of the project below:

- ♦ Interpretive signage:
- ♦ Educational meetings / workshops:

8. Other Considerations

a) **DESIGN LIFE:** The design life of the proposed project is:

b) **LANDOWNER RELATIONS**

- ♦ PROPERTY OWNERSHIP: The project will be located on:
- ♦ LANDOWNER SUPPORT: Provide a list of landowner support letters below. Please submit any letters or email from the landowner indicating their support for the project and awareness of their required commitment. Note date of letter/email and sender below.
- ♦ OTHER: Include other information regarding landowner relations here.

c) **OPERATIONS & MAINTENANCE**

- ♦ COST ESTIMATE: Provide a quantitative estimate of operation & maintenance costs on an annual basis where available. If not available, please provide a qualitative estimate. The anticipated annual operations & maintenance expenses for this project are:
- ♦ O & M AGREEMENT: There is a signed operations & maintenance agreement for this project:
 - If you answered Yes to the previous question, please include a copy of the signed O & M Agreement in the proposal package.
- OTHER: Include any other information regarding the operations & maintenance agreement for this project.
- d) **PERMITTING:** This project will require a permit:

If you answered Yes to the previous question, please provide a list of the required permits, any issues anticipated in obtaining the permits and the status of the permit. If you have permit(s) for the project in hand, please include a copy of them in the proposal package.

e) **BARRIERS:** Describe any potential barriers to completing this project and how you plan to manage those challenges:

f) **HISTORIC SITE REVIEW:** Consult the <u>Vermont Historic Sites spreadsheet</u> and accompanying guidance in the State Historic Preservation Review section of the <u>FY23 Clean Water Initiative Program Funding Policy</u> to determine whether the proposed project will require Preliminary and Final Project Review by the Vermont Division of Historic Preservation. Include a copy of the completed Vermont Historic Preservation Project Review Form in the proposal package.

♦ The proposed project will require State Historic Preservation Review:

9. Proposal Submission

Assemble the following materials in the order listed into a single PDF and submit to Brian Voigt (<u>voigt@cvregion.com</u>) with the Subject line: "Basin 8 Clean Water Service Provider Project Proposal – FY23, Round 1".

- 0. If your organization or municipality has not yet been pre-qualified as an eligible Basin 8 Clean Water Service Provider Clean Water Partner, please complete and submit a <u>pre-qualification form</u> along with your funding proposal.
- 1. Project proposal form (i.e. this document).
- 2. Include the following information in the order listed (please):
 - a) <u>Natural Resources Screening Form</u> (Appendix A pp. 34-42 in the <u>FY23</u> <u>Clean Water Initiative Program</u> funding policy. Required for preliminary design, final design, or implementation phase projects.)
 - b) Project Locator Map applicants may use the <u>Vermont Agency of Natural Resources Atlas</u> to generate the Project Locator Map (Contact the Clean Water Service Provider for assistance.)
 - c) Project Timeline Propose a project schedule based on the milestones of the proposed project type. Assume an August 1, 2023 start date.
 - d) Staff capacity attach one-page resumes for any staff listed in Section 4 of the Application Form who were not included in your pre-qualification materials
 - e) Completed <u>DEC Interim Phosphorus Reduction Calculator Tool v1.0</u>, or, for Developed Land Projects, report from <u>DEC Stormwater Treatment Practice</u> Calculator. (Contact the Clean Water Service Provider for assistance.)
 - f) Detailed project budget with a cost breakdown of all project and administrative expenses. The project should be itemized by Task with anticipated costs for personnel, equipment, materials, subcontracted services and other costs as appropriate. Be sure to request sufficient funding to complete the required milestones and deliverables (including project reporting) for the type of project being proposed.
 - g) Letter(s) of support from landowner(s) indicating their support for and awareness of the commitment required to advance / implement the project
 - h) Signed Operations & Maintenance Agreement (if applicable)
 - i) Permits Attach approved project permits (if applicable).
 - j) Historic Site Review Use the <u>spreadsheet</u> and accompanying guidance in the State Historic Preservation Review section of the <u>FY23 Clean Water Initiative Program</u> Funding Policy (pages 27 33) to determine whether your clean water project will require Preliminary and Final Project Review by the Vermont Division of Historic Preservation. Attach a copy of the completed Vermont Historic Preservation Project Review Form.

APPENDIX A. CLEAN WATER INITIATIVE PROGRAM - PROJECT ELIGIBILITY SCREENING FORM

This fillable PDF form is designed to assist with project review by systematically walking through all eligibility criteria. It should be completed for all projects seeking funding for 30% + design or implementation work. It may be applied to projects seeking funding for assessment or development if helpful for determining their alignment with eligibility criteria 2, 3, 6, and 8.

Step 1: Conduct Eligibility Criteria #1 Screening: Project Purpose

Table 1A: Project Purpose	
From the drop-down list to the right, please select which of the four objectives of Vermont's Surface Water Management Strategy this project addresses. If multiple, please list below:	

Updated: 12/2/2022 2:44:00 PM

Step 2: Conduct Eligibility Criteria #2 Screening: Project Types and Standards

Table 2A: Project Types and Standards		
Please select the most representative project type from the drop-down list to the right. 1,2 If multiple BMPs are included in the project, please list below:		
Is the project type an eligible project type for the funding program you are applying to as listed in column B of the CWIP Project Types Table ? (Answer must be YES to proceed)	Yes	No
Does the project meet the project type definitions and minimum standards as provided in column C of the CWIP Project Types Table ? (Answer must be YES to proceed)	Yes	No
Will the project result in the standard performance measures, milestones, and deliverables as defined by project type in columns D-F of the CWIP Project Types Table ? (Answer must be YES to proceed)	Yes	No
Is the project listed as an ineligible project or activity in the CWIP Funding Policy ? If Yes, please explain below how project meets the allowable exceptions within the CWIP Funding Policy.	Yes	No
(Answer must be NO to proceed, unless reasonable justification is provided above)		

Step 3: Conduct Eligibility Criteria #3 Screening: Watershed Projects Database

Verify project has been recorded in the <u>Watershed Project Database</u> (WPD). Each project must have a Watershed Project Database number specific to the proposed project phase (for example,

¹ Note that Road/Stormwater Gully project-types must not otherwise be considered intermittent or perennial streams by the DEC Rivers Program and therefore project proponent must show documentation of this determination in order to select this project type.

² One project may include multiple best management practices (BMPs) that cross "project types." For example, a single project may include both stormwater and lake shoreland BMPs. Proponents should use their best judgement in selecting the most representative project type for the purposes of eligibility screening and reporting.

a final design will have a different WPD-ID from a preliminary design even if for the same project). If the project, or the specific phase, is not yet in the Watershed Project Database, follow directions provided in the CWIP Funding Policy to secure a WPD-ID. Please see CWIP Funding Policy for more information on the WPD-ID.

Table 3A. WPD-ID	
Watershed Project Database ID number assigned	
Watershed Project Database Project Name	

Step 4: Conduct Eligibility Criteria #4 Screening: Natural Resource Impacts³

Agency of Natural Resources (ANR) permit screening for natural resource impacts includes 1) an initial desktop review to identify which ANR permitting programs should be contacted, 2) a review by the relevant ANR permitting staff, and 3) a response summary from the project proponent addressing any permitting staff concerns. ⁴

- 1) Table 4. Natural Resource Impacts facilitates a high-level desktop review of the most likely ANR permits to apply to clean water projects. Project proponents should answer all the questions to identify likely permit needs. ⁵ Please note that "project site" may include both the active restoration location as well as any additional impact footprint related to staging, site access, or storage of waste or disposed materials.
- 2) If responses to the **Table 4. Natural Resource Impacts** desktop review trigger a permitting staff consultation, **Table 4** provides appropriate contact information.
 - a. Proponents should send the identified permitting staff the following:
 - i. The watersheds project database identification number (WPD-ID) (if available),
 - ii. Project location (GPS coordinates)
 - iii. Summary of proposed scope of work, and
 - iv. Any other relevant information they request that will be utilized in their review.
 - b. <u>Proponents should clarify they are seeking permitting staff input on potential permitting needs, permit-ability of proposed scope of work, and other design considerations but they are NOT seeking a formal permit determination.</u>
 - c. Project proponents must attempt to communicate with the permitting staff and provide them with at least thirty days to review the project and provide a

³ Easements and Riparian Buffer Plantings are excluded from this eligibility requirement/step.

⁴ In cases where this screening may have already occurred in a prior project phase, project proponents may supply attachments or links to relevant permit needs assessment documents in place of completing Table 4.

⁵ Entities selected for funding are expected to perform due diligence to ensure all applicable permits (including non-ANR state, local, and federal permits) are discovered and secured prior to implementation. The <u>ANR Permit Navigator</u> and an Environmental Compliance Division Community Assistance Specialist can help confirm ANR permitting needs for any projects once selected for funding.

response. Project proponents are encouraged to perform this screening during a project development phase as opposed to during a project solicitation round to allow for more time for feedback. Permitting feedback may be up to one year old.

- 3) Proponents should summarize permitting staff feedback and how the proposed scope of work will address this at the bottom of **Table 4**. Specifically, please include:
 - a. Which permits or permit amendment are needed or might be needed? 6
 - b. What type might be needed? (e.g., a general or individual permit⁷)?
 - c. What concerns were voiced by permitting staff?
 - d. How will the proposed scope of work address these concerns?8

Table 4A: Natural Resource Impacts				
I. Act 250 Permits				
1. Have any Act 250 (Vermont's Land Use and Development Control Law) Permits been issued in the project site's parcel location?9	Yes	No		
If yes, please provide the permit number and list any water resource issues or natural resource issues found10:				
PermitNumber:				
Resourcelssues:				
If <i>yes,</i> use the <u>Water Quality Project Screening Tool</u> to identify the appropriate regulatory contact for an Act 250 consultation.				
Regulatory Point of Contact Name/Position:				
II. Lake and Shoreland				
1. Is the project site located within 250 feet of the mean water	Yes	No		

⁶ Occasionally permit staff may indicate they need a field visit or to see more completed designs prior to making a permit need determination.

⁷ Design phase projects that require an individual wetlands permit must have the permit in hand at the close of the final design phase. Implementation phase projects must have the individual permit in hand to be eligible for funding.

⁸ Examples could include planned design changes or inviting permitting staff to stakeholder meetings.

⁹ An Act 250 Permit is required for certain categories of development, such as subdivisions of 10 lots or more, commercial projects on more than one acre or ten acres (depending on whether the town has permanent zoning and subdivision regulations), and any development above the elevation of 2,500 feet. The <u>ANR Atlas Clean Water Initiative Program Grant Screening tool</u> can help answer this yes/no question. Follow the instructions on the link above to identify whether your project is located on an Act 250 parcel. Note that the layer to activate in ANR Atlas is now named "Clean Water Initiative Program Grant Screening."

¹⁰Note that Act 250 permit amendments may require more extensive review of project impacts to natural resources including wildlife habitat, significant natural communities, and riparian zones. Please consult with the Act 250 District Coordinator regarding the nature and scope of that review and what bearing it may have on your project design.

Updated: 12/2/2022 2:44:00 PM

level (shoreline)	of a lake or	pond? 11
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If *yes*, you might need either a Shoreland Protection Act Permit or a Lake Encroachment Permit. Use the <u>Water Quality Project Screening Tool</u> to find the Lakes and Ponds Program contact for your project's region.

Regulatory Point of Contact Name/Position:

III. Rivers, River Corridors, and Flood Hazard Areas

1. Is there any portion of the project site located within 100' of a river corridor and/or mapped Federal Emergency Management Agency (FEMA) flood hazard area¹²? (e.g. a stormwater pond's pipe draining into a river corridor area)? Any permanent excavation/filling or construction within a flood hazard area or river corridor may trigger regulatory requirements through municipal bylaws or through state authorities.

Yes No

If *yes*, you will need to speak with a <u>Floodplain Manager</u>. Use the <u>Water Quality Project Screening Tool</u> to find the Floodplain Manager for your project's region.

Regulatory Point of Contact Name/Position:

Ned Swanberg, Floodplain Manager

2. Is any portion of the project site within a perennial river or stream channel?

Yes

No

If *yes*, you will need to speak with a <u>Stream Alteration Engineer</u>. Use the <u>Water Quality Project Screening Tool</u> to find the Stream Alteration Engineer for your project's region.

Regulatory Point of Contact Name/Position:

IV. Wetland

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¹¹ The <u>ANR Atlas Clean Water Initiative Program Grant Screening tool</u> can help answer this yes/no question. Follow the instructions on the link above to identify whether your project is located in the jurisdictional zone to trigger a Lakeshore permit. Note that the layer to activate in ANR Atlas is now named "Clean Water Initiative Program Grant Screening."

¹² FEMA mapped Flood Hazard Areas are not available statewide on the ANR Natural Resources Atlas. For projects located in Grand Isle, Franklin, Lamoille, Addison, Essex, Orleans, Caledonia, and Orange Counties, maps are available via the FEMA Flood Map Service Center: https://msc.fema.gov/portal/home. ANR Floodplain Managers are available to provide technical assistance if needed.

¹³ Stream Alteration Permits regulate all activities that take place within perennial river and stream channels. Examples of regulated activities include streambank stabilization, dam removal, road improvements that encroach on streams, and bridge/culvert construction or repair. The <u>ANR Atlas Clean Water Initiative Program Grant Screening tool</u> can help answer this yes/no question. Follow the instructions on the link above to identify whether your project is located in the jurisdictional zone to trigger a Stream Alteration permit. Note that the layer to activate in ANR Atlas is now named "Clean Water Initiative Program Grant Screening."

1. Does the Wetland Screening Tool 14 provide a result of wetlands likely, very	Yes	No
likely, or present at the project site?	100	110
2. Does your project site involve land that is in or near an area that has <u>any</u> of the following characteristics: o Water is present – ponds, streams, springs, seeps, water filled depressions,	Yes	
soggy ground under foot, trees with shallow roots or water marks? o Wetland plants, such as cattails, ferns, sphagnum moss, willows, red maple, trees with roots growing along the ground surface, swollen trunk bases, or flat root bases when tipped over?	No	
o Wetland Soils – soil is dark over gray, gray/blue/green? Is there presence of rusty/red/dark streaks? Soil smells like rotten eggs, feels greasy, mushy or wet? Water fills holes within a few minutes of digging? (See <u>Landowners Guide to Wetlands</u> for additional information on identifying wetlands onsite.)	Not Sure	
If you answered <i>yes</i> or <i>not sure</i> to <u>either</u> of the above questions, you will need to co <u>Ecologist</u> using the <u>Wetland Inquiry Form</u> . The District Wetlands Ecologist can help of locations of wetlands and whether you need to hire a Wetland Consultant to conduct Alternatively, if you answered <i>yes</i> or <i>not sure</i> to <u>either</u> of the above questions, you of Wetland Consultant in the proposed scope of work. Any activity within a Class I or II zone (minimum of 100 feet and 50 feet respectively) which is not exempt or considunder the <u>Vermont Wetland Rules</u> requires a permit. All permits must go through reprocess, which takes at minimum 6 weeks for a General Permit and 5 months for a <u>Regulatory Point of Contact Name/Position</u> :	determine the a ct a wetland de can simply bud wetland or wet ered an "allow view and publi	approximate lineation. get for a land buffer ed use" c notice
1. Is your project a Wetland Restoration project type?	Yes	No
If you answered yes, under the <u>Vermont Wetland Rules</u> you will need an "allowed u DEC Wetlands Program. Contact your <u>District Wetlands Ecologist</u> using the <u>Wetland</u>		tion from the
Regulatory Point of Contact Name/Position:		
V. Fish and Wildlife		
State law protects endangered and threatened species. No person may take or possess such species without a Threatened & Endangered Species Takings permit.	Yes	No
 Does your project involve cutting down trees larger than 5 inches in diameter in any of the following towns? Addison, Arlington, Benson, Brandon, Bridport, Bristol, Charlotte, Cornwall, Danby, Dorset, Fair Haven, Ferrisburgh, 		

¹⁴ To view the Wetland Screening Tool introduction video, see https://youtu.be/6lv5en0AB10

2. Is the project site within 1 mile of a mapped ¹⁵ Significant Natural Community or Rare, Threatened, or Endangered Species?	Yes	No
If yes to either of the above questions, connect with the VT Fish and Wildlife depart	ment	
(everett.marshall@vermont.gov 802-371-7333) to discuss your project and any necessity	cessary per	mitting.
Regulatory Point of Contact Name/Position:		
VI. Stormwater		
1. Will the project disturb more than an acre of land during construction, add or redevelop impervious surface, create new development or otherwise require a Stormwater permit?	Yes	No
If yes , forward to the appropriate <u>Stormwater specialist</u> to ensure necessary permit <u>Project Screening Tool</u> to find the Stormwater specialist for your project's region.	ting. Use t	he Water Quality
Regulatory Point of Contact Name/Position:		
VII. Solid Waste		

If yes, connect with the Waste Management & Prevention Division (dennis.fekert@vermont.gov 802-522-0195) to discuss your project and any necessary permitting.

Regulatory Point of Contact Name/Position:

that you intend to bury on site? 16

Provide below or attach a narrative summary of Table 4 findings. Please include:

2. Will you be creating any debris (including construction and demolition waste,

stumps, brush, untreated wood, concrete, masonry, and mortar) with your project

- a. Which permits or permit amendment are needed or might be needed?
- b. What type might be needed? (e.g. a general or individual permit)?
- c. What concerns were voiced by permitting staff?
- d. How will the proposed scope of work address these concerns?

Is the project, as proposed, reasonably considered permit-able by all applicable

Yes

Yes

No

No

¹⁵ Find both of these layers on the ANR Atlas under Atlas Layers/Fish and Wildlife. Use the Measurement tool to 1) Plot Coordinates for your project 2) select the coordinates from the left panel 3) select the Radius Tool 4) click on your project location 5) Indicate 1 mile distance 6) look for overlap with either of these mapped layers.

¹⁶ If your project will result in the transfer and disposal of debris (including construction and demolition waste, stumps, brush, untreated wood, concrete, masonry and mortar), you do not need a permit from this office as long as you hire a <u>licensed solid waste hauler</u> and bring the material to a certified facility.

ANR permitting programs?	
(Answer must be Yes to continue)	

Step 5: Conduct Eligibility Criteria #5-8 Screenings

Table 5A. Eligibility Criteria 5-8		
Landowner and Operation and Maintenance Responsible Party Support. Project identifies and demonstrates commitment from a qualified and willing operation and maintenance responsible party. Project demonstrates landowner support for the proposed project phase.	Yes	No
(Answer must be YES to proceed)		
Budget. Project budget includes ineligible expenses. (Answer must be NO to proceed)	Yes	No
Leveraging. Proposed leveraging meets required leveraging levels (if applicable), meets the definition of leveraging, and comes from eligible sources	Yes	No N/A
(Answer must be YES or N/A to proceed)		
Funding Program Specific Eligibility. Project meets additional funding program eligibility requirements*. Please list applicable funding program below:	Yes	No
(Answer must be YES to proceed) *If Water Quality Restoration Formula Grant, complete Step 6 below		

Step 6: Screening Projects on Agricultural Lands (Water Quality Restoration Formula Grants Only)

For Water Quality Restoration Formula Grant projects, please complete the following information as part of your Funding Program Specific Eligibility Screening (Criteria 8). Please note this must be completed for all projects located on agricultural lands regardless of project type. See CWIP Project Types Table for eligible project types.

Table 6A. Screening Projects on Agricultural Lands			
Is the proposed project located on a jurisdictional farm operation 17?	Yes - Proceed to next question below.		
Complete a preliminary review to			

¹⁷ Jurisdictional farm operations are required to meet Vermont's Required Agricultural Practices (RAPs).

determine if it is a jurisdictional farm operation, and any case that requires consultation with AAFM will occur via the farm determination process. Please note this form must be submitted by the farm operation/landowner seeking the determination.

No¹⁸ - There is no additional requirements related to agricultural review for these projects.

2. Is the proposed project an agricultural project?

Examples of agricultural projects include but are not limited to Production Area Practices – (e.g. Waste Storage Facilities, Heavy Use Area, Diversion) Fence, Livestock Exclusion, Filter Strip, Cover Crop, Reduced Tillage, Manure Injection, Rotational Grazing. Please note this is not an exhaustive list of all agricultural practices.

Yes - Agricultural Projects on jurisdictional farms are not an eligible project type. You can provide a referral to an applicable state or federal agricultural <u>assistance program</u>, or a local organization.

No- The natural resource, innovative, or other project type will require an agricultural project review and approval from the Vermont Agency of Agriculture, Food and Markets

(VAAFM) to ensure a consistent approach on farms statewide that follows rules, regulations, and laws in place. Please follow Steps 1 & 2 below.

Step 1- Please submit a detailed description of the project, project site, project details, landowner, farm operation, and any other relevant information to VAAFM at AGR.WaterQuality@Vermont.gov.

Step 2- Once you complete this Agricultural Project Review, please allow 30 days for a response. Once that response has been received, please include a summary of the response in the next section.

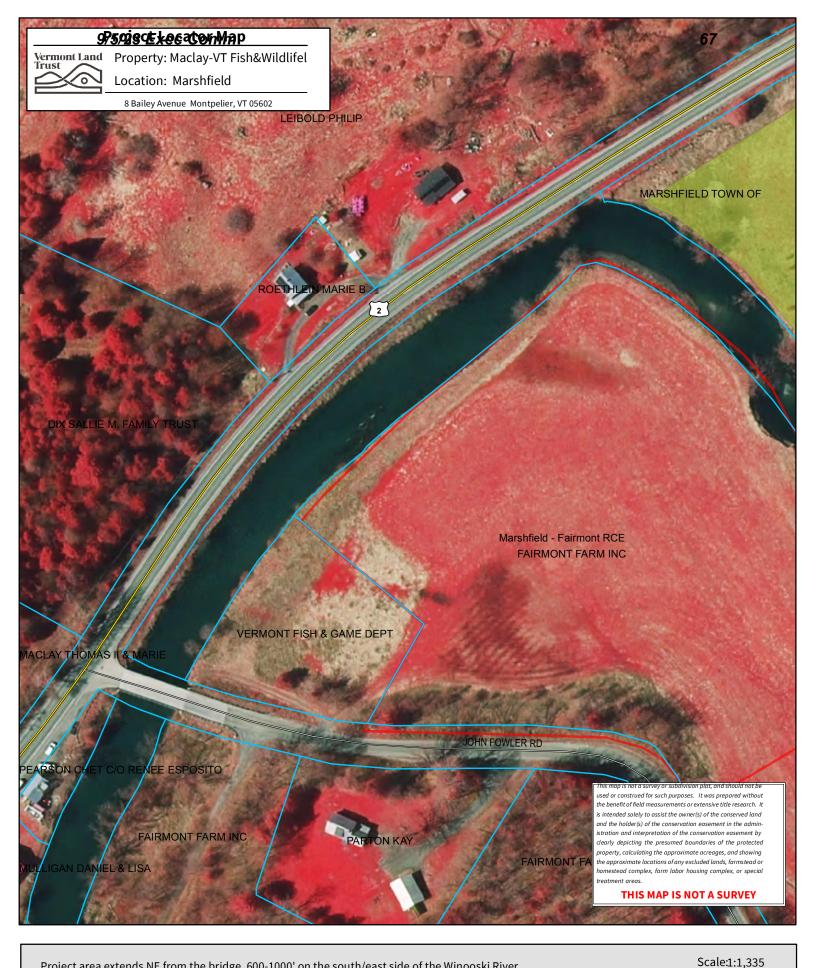
Agricultural Project	ct Review Status & Summary:
Check as	Status
Applicable	
	Submitted/ Pending
	Approved
	Denied

_

¹⁸ Note CWIP's Agricultural Pollution Prevention project type eligibility is limited to land where owner or operator is <u>not</u> a jurisdictional farm (i.e., <u>not</u> required to meet the Required Agricultural Practices (RAPs)). As such, projects that meet the definition of the Agricultural Pollution Prevention project type in the <u>Appendix B. Project Types Table</u> are <u>not</u> subject to review by VAAFM.

Please include a summary of the response here:					

Please note that it is expected that all projects with the status "submitted/pending" will be "approved" prior to a project approval for funding.



Project area extends NE from the bridge, 600-1000' on the south/east side of the Winooski River.





Project Timeline - John Fowler Rd. Berm Removal

Begin data collection and	
preliminary design work	August 1, 2023
Complete design work and	
stakeholder review	December 15, 2023
Preliminary Design Grant	
Reporting Complete	January 30, 2024

Apply for Final Design and

Implementation Funding Fall or Winter 2024

Finalize Design and Line up

Contractor Winter 2024

Berm Removal

Implementation Early Spring 2024
Riparian Buffer Planting May 15, 2024

Floodplain and Stream Restoration Estimated Phosphorus Reduction Calculator

kg of TP = Stream Stability P Reduction + Storage P Reduction

Stream Stability P Reduction = project type and basin P reduction factor (lb/acre/yr) * acres * kg per lb

Storage P Reduction = pre- to post- restoration change in connectivity factor (lb/acre/yr) * acres * kg per lb * 50% after year 1

Variable	Value	Unit	Notes		
Unit conversion	0.454	lb to kg	floodplain connect	Not all floodplain and stream restoration projects rec floodplain connectivity pre-restoration = low, floodpla Restoration Projects available on the VT DEC website	
Consecutive year storage p reduction	50%	of year 1	The Functioning Floodplains Initiative (FFI) web applicar and will ultimately be used for phosphorus accounting prioritization. Phosphorus reductions calculated in the i location) however, the FFI tool will allow for calculation		
Input*	Dropdown*	Dropdown*	Input Value*	Input Value	
Project Identifier	Basin	Project Type	Acres Restored	Number of Culverts Replaced (if applicabl	e)
Test1	Winooski	Remove hard constraint	4.50		
	Winooski	Floodplain Restoration with Buffer Revegetation and Easement	19.57	0	0.00

re a storage P reduction credit. If a project does not effectively change the ability of a stream or river to access a floodplain, select matching floodplain connectivity post-restoration = low). For more detail on phosphorus credit allocations by project type, please refer to the Standard Operating Proc

ion (coming soon) is equipped to generate the most accurate estimation of phosphorus reduction achieved through a floodplain or stream restorat surposes by VT DEC. This tool was developed as an interim solution to provide high level estimation of potential phosphorus reductions and can be interim tool are based on FFI project simulations by project type and watershed. This interim tool cannot be used to accurately account for stacked profestimated phosphorus reduction resulting from implementation of multiple project components, such as a river corridor easement layered on a

Dropdown*	Dropdown*	Output value	Output value		Output value
eta a tatata	et l. l. t.				C
Floodplain	Floodplain				Consecutive Year
Connectivity Pre-	Connectivity Post-	Stream Stability P	Year 1 Storage	P	Storage P Reduction
Restoration	Restoration	reduction (lb/yr)	Reduction (lb)		(lb/yr)
Low	High	9.45		90.00	45.00

Low High	66.54	391.40	195.70
----------	-------	--------	--------

ain connectivity ranking for pre- and post- restoration (ex: edures for Tracking & Accounting of Natural Resources

ion project based on more detailed project specifications, used to help compare potential project outcomes to inform practices (i.e. multiple project types implemented in a single floodplain restoration and buffer planting.

Output value	Output value
Estimated Year 1 P	Estimated Annual P Reduction After
Reduction (kg) 45.11	Year 1 (kg/yr) 24.70
1912	2
207.72	118.95

		Gray cells auto-calculate, do not edit. Enter in white cells only.				
Personnel (Name, Title)	Tasks/Responsibilities	Hours	Hourly Rate	Total Salary	Leverage	Amour
Personnei (Name, Title)	Tasks/Responsibilities	Hours	nourly Rate	Expense	amount	requeste
Allaire Diamond, Ecologist	Project management/completion, Coordination with landowners and partners, Project reporting	30	\$50.41	\$1,512.30	\$0.00	\$1,512.3
Tyler Miller, Vice President for Land Activation	Project oversight	5	\$67.19	\$335.95	\$0.00	\$335.9
Maggie Herrick, Bookkeeper	Invoicing	5	\$41.21	\$206.05	\$0.00	\$206.0
Personnel Subtotal		•		\$2,054.30	\$0.00	\$2,054.3
Anticipated Travel	Purpose	Miles	Mileage	Total Travel	Leverage	Amoun
	ruipose	Milles	Rate	Expense	amount	Requeste
VLT staff	Travel to site	480	\$0.66	\$314.40		\$314.4
		0	\$0.00	\$0.00	\$0.00	\$0.0
				CO44 40	CO OO	
Travel Subtotal				\$314.40	\$0.00	\$314.40
	Description/Use	# of Units	Unit Cost	\$314.40 Total Contract. Expense	\$0.00 Leverage amount	\$314.4 Amoun
Contractual/Construction Consultant - SLR Consulting	Description/Use Data Collection, Hydraulic Analysis, Alternatives Analysis, Archeo Review, 30% Design	# of Units	Unit Cost \$38,180.00	Total Contract.	Leverage	
Contractual/Construction Consultant - SLR Consulting	Data Collection, Hydraulic Analysis, Alternatives Analysis, Archeo Review,		\$38,180.00	Total Contract. Expense \$38,180.00	Leverage amount \$0.00	\$314.40 Amoun Requester \$38,180.00
Contractual/Construction Consultant - SLR Consulting Contractual Subtotal	Data Collection, Hydraulic Analysis, Alternatives Analysis, Archeo Review,			Total Contract. Expense \$38,180.00	Leverage amount \$0.00	\$314.40 Amoun Requester \$38,180.00
Contractual/Construction Consultant - SLR Consulting Contractual Subtotal	Data Collection, Hydraulic Analysis, Alternatives Analysis, Archeo Review,		\$38,180.00	Total Contract. Expense \$38,180.00	Leverage amount \$0.00	\$314.4 Amour Requeste \$38,180.0
Contractual/Construction Consultant - SLR Consulting	Data Collection, Hydraulic Analysis, Alternatives Analysis, Archeo Review,	1	\$38,180.00 0 Cost related to	Total Contract. Expense \$38,180.00 \$38,180.00 \$40,548.70	Leverage amount \$0.00	\$314.40 Amoun Requester \$38,180.00 \$38,180.00 \$40,548.70
Contractual/Construction Consultant - SLR Consulting Contractual Subtotal Project subtotal Indirect Costs	Data Collection, Hydraulic Analysis, Alternatives Analysis, Archeo Review, 30% Design	1 Indirect Rate	\$38,180.00 Cost related to Indirect rate	Total Contract. Expense \$38,180.00 \$38,180.00 \$40,548.70	Leverage amount \$0.00 \$0.00 \$0.00 Leverage amount	\$314.4 Amour Requester \$38,180.0 \$40,548.7 Amour Requester
Contractual/Construction Consultant - SLR Consulting Contractual Subtotal Project subtotal Indirect Costs If rate is above 10%, provide doct	Data Collection, Hydraulic Analysis, Alternatives Analysis, Archeo Review, 30% Design	1	\$38,180.00 0 Cost related to	Total Contract. Expense \$38,180.00 \$38,180.00 \$40,548.70 Total Indirect cost \$4,054.87	Leverage amount \$0.00 \$0.00 \$0.00 Leverage amount \$0.00	\$314.4 Amour Requester \$38,180.0 \$40,548.7 Amour Requester \$4,054.8
Contractual/Construction Consultant - SLR Consulting Contractual Subtotal Project subtotal	Data Collection, Hydraulic Analysis, Alternatives Analysis, Archeo Review, 30% Design	1 Indirect Rate	\$38,180.00 Cost related to Indirect rate	Total Contract. Expense \$38,180.00 \$38,180.00 \$40,548.70	Leverage amount \$0.00 \$0.00 \$0.00 Leverage amount	\$314.4 Amour Requester \$38,180.0 \$40,548.7 Amour Requester
Contractual/Construction Consultant - SLR Consulting Contractual Subtotal Project subtotal Indirect Costs If rate is above 10%, provide doct	Data Collection, Hydraulic Analysis, Alternatives Analysis, Archeo Review, 30% Design	1 Indirect Rate	\$38,180.00 Cost related to Indirect rate	Total Contract. Expense \$38,180.00 \$38,180.00 \$40,548.70 Total Indirect cost \$4,054.87	Leverage amount \$0.00 \$0.00 \$0.00 Leverage amount \$0.00	\$314.4 Amour Requester \$38,180.0 \$40,548.7 Amour Requester \$4,054.8



Vermont Fish & Wildlife Department

1 National Life Drive, Davis 2 Montpelier VT 05620-3702 http://www.vtfishandwildlife.com/ Agency of Natural Resources

[phone] 802-828-1000 [fax] 802-828-1250

Date: June 12, 2023

RE: VFWD Support for berm removal

To Whom It May Concern:

The Vermont Fish and Wildlife Department supports removing a man-made berm along the Winooski River near Fowler Road and US2 in Marshfield. The berm extends between a VFWD parcel and the adjoining privately owned farm field. The berm prevents the field from flooding and maintains an artificially straight channel. This section of the Winooski River has few pools and poor fish habitat, and removing the berm is expected to improve the habitat by restoring naturally river processes, as well as reducing flood risks downstream.

VFWD would like to see natural river process and a natural plant community restored on its parcel, and supports these efforts on the adjoining private parcel. VFWD is prepared to support this project by allowing access to the VFWD parcel to remove the berm, as well as providing help with technical assistance and planning. VFWD can also help with restoring natural vegetation by providing seeds from native trees for use in hydroseeding of exposed soils.

Cordially,

Will Eldridge | Aquatic Habitat Biologist Vermont Fish and Wildlife Department

William Eldridge

3902 Roxbury Road | Roxbury, VT 05669

802-585-4499 cell

Allaire Diamond

From: Marie Maclay <mmbikermom@gmail.com>

Sent: Monday, June 12, 2023 8:52 PM

To: Allaire Diamond

Subject: Re: Quick note giving support for studying berm removal

[EXTERNAL EMAIL] Do not reply, click links, or open attachments unless you have verified the sender and know the content is safe.

Hello Allaire. Sorry for the late notice getting back to you. Yes, we support the project, especially if the been material can be put elsewhere on the field where it is real low.

Marie

On Mon, Jun 12, 2023, 2:29 PM Allaire Diamond < <u>Allaire@vlt.org</u>> wrote:

Hello Tim and Marie,

It was great to meet you last week and have the chance to talk through details of removing the berm along the Winooski River. I was able to pull together a budget for doing study and preliminary design for the berm removal project, and am going to submit this later this afternoon. This is just a preliminary piece of work, which will give all of us some alternatives to consider and decide how to proceed. Then I will seek additional funds for that construction/excavation work

I'm writing to request a quick email stating your support for us to pursue this preliminary design effort as the landowner. If possible, I'd love to include that with the submission today, but please send it along as soon as you are able. You can just reply to this email stating that you support the design project. I'm also happy to answer any further questions you might have at this time – give me a call (802-879-672)or email.

Thank you so much, and I look forward to hearing from you!

Allaire

Allaire Diamond (she/her)

Ecologist

Vermont Land Trust

226 Bridge St. PO Box 850, Richmond, VT 05477

(802) 879-6672

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

AGREEMENT# CVRPC_WQ_FY24

1. Parties: This is an Agreement for services between the Chittenden County Regional Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404-2109, (hereinafter called "CCRPC") and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called "Subgrantee"). It is the Subgrantee responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subgrantee is required to have a Vermont Department of Taxes Business Account Number.

- 2. <u>Subject Matter:</u> The subject matter of this Subgrant Agreement is to provide coordinated outreach regarding the Vermont Clean Water Act (Act 64) and RPC Tactical Basin Planning Support. The Subgrantee's Scope of Work is listed in Attachment A. The Subgrantee's Budget is detailed in Attachment B.
- 3. <u>Maximum Amount:</u> 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 \$20.506.
- 4. <u>Agreement Term:</u> The period of Subgrantee's performance shall <u>begin on July 15, 2023, and end on July 31, 2024</u>. 90-day pre-award costs are NOT eligible for reimbursement
- 5. Source of Funds: State funds.
- 6. <u>Amendment:</u> No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the CCRPC and Subgrantee.
- 7. <u>Cancellation:</u> This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
- 8. Contact persons for this grant agreement:

CCRPC: Dan Albrecht P: (802) 861-0133 E: dalbrecht@ccrpcvt.org

SUBGRANTEE: Brian Voigt P: (802) 229-0389 E: voigt@cvregion.com

 $\underline{\text{Attachments:}} \ \, \text{This Agreement consists of } \underline{\text{two}} \, \text{pages plus the following attachments which are} \,$

9.

	incorporated herein:			
	Attachment A – Scope of Work to be Performed Attachment B - Payment Provisions Attachment C – Standard State Grant Provision Attachment D – Other Grant Agreement Provision Attachment E - CCRPC Additional Provisions	ns		
10.	D. Flow Down: Attachments C & D contain Standard and Other State grant agreement language was refer specifically to CCRPC's Grant with Vermont Agency of Natural Resources. All State and Federal requirements, if any, flow down to the Subgrantee regardless of specific applicability.			
WE, TI	HE UNDERSIGNED PARTIES, AGREE TO BE E	BOUND BY THIS AGREEMENT.		
	ENDEN COUNTY ONAL PLANNING COMMISSION	SUBGRANTEE		
Signat	ure:	Signature:		
Name:	Christopher A. Shaw	Name:		
Title:	CHAIR	Title:		
Date: _		Date:		

Attachment A Scope of Work to be Performed

See attached workplan

Attachment B

Payment Provisions

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

- A. General. The CCRPC agrees to pay the SUBGRANTEE and the SUBGRANTEE agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachments A and B a maximum fee not to exceed Twenty Thousand Five Hundred and Six dollars (\$20,506). All costs necessary to carry out the activities described in Attachments A and B, are to be determined by actual cost records kept by the SUBGRANTEE and any sub-contractors of the SUBGRANTEE in accordance with the provisions of this Agreement, the cost principles established by 49 CFR 18.22 and 48 CFR 31.2, 2 CFR 225, and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Payment Procedures. The CCRPC shall pay, or cause to be paid, to the SUBGRANTEE progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each expense line items such as hourly rates for the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the CCRPC, for all work. Request for payment for sub-contractor activities shall be included with the SUBGRANTEE's submittals but will be documented separately.

The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The CCRPC shall seek to make payments within forty-five (45) days of receipt of an invoice from the SUBGRANTEE.

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

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

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

Name: Dan Albrecht, Senior Planner & Forest Cohen, Senior Business Manager

Address: Chittenden County Regional Planning Commission

110 West Canal Street, Suite 202 Winooski, VT 05404-2109

E-mail: dalbrecht@ccrpcvt.org & fcohen@ccrpcvt.org

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

1. The SUBGRANTEE shall provide the mutually agreed upon deliverables as listed in Attachment A to the CCRPC at the actual billable rates by position. Work performed will be paid at an hourly rate basis. Documented approved direct costs will be reimbursed by the CCRPC up to the budgeted amount. The SUBGRANTEE will not be paid for any deliverables that were not previously approved by the CCRPC.

- 2. If the documented work as provided by the SUBGRANTEE, has not been completed to the satisfaction of the CCRPC, as determined by the project manager, the CCRPC reserves the right to withhold payment until the work has been satisfactorily completed. Overdue balances resulting from non-payment of unsatisfactory work will not be subject to interest or finance charges. The CCRPC shall not be responsible for the expenses of the SUBGRANTEE.
- 3. The CCRPC will measure sufficient progress by examining the performance required under the scope of work in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The CCRPC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
- 4. The SUBGRANTEE agrees to a 10% retainage of the entire agreement amount subject to review, approval and acceptance of the grantee's final report by CCRPC and the State.
- 5. If you are required to have an audit, you are to report to CCRPC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

6.	The SUBGRANTEE shall:
	Maintain a copy of all receipts on file for review upon request by CCRPC or
	the State,
	☐ Include a copy of all receipts for direct costs requested for reimbursement.
	Other:

- 7. Up to 90 days of pre-award costs are NOT allowable under this agreement.
- 8. In the event of a multi-year or overlapping fiscal year contract, all expenses incurred in a given fiscal year must be billed in that fiscal year in order to qualify for reimbursement.
- 9. Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of grant funds, and upon reimbursement to CCRPC by DEC.

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

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

- 1. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
- **2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- **4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
- **5.** No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- **6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- 7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

- **9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
- **10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble

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

- 11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- **12.** Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
- 13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- **15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

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

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

- **18.** Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
 - A. is not under any obligation to pay child support; or
 - **B.** is under such an obligation and is in good standing with respect to that obligation; or
 - C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

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

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

- **20.** No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- **21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- **22.** Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

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

- 23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- **24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

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

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

27. Termination:

- **A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- **B.** Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice
- C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- **28.** Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- **29.** No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
- **30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- **31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:
 - A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.
 - For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal

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

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

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

Attachment D Other Grant Agreement Provisions

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

2. References Cited:

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

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

Tactical Basin Plan Development Schedule

https://dec.vermont.gov/sites/dec/files/wsm/mapp/docs/mp_MonitoringAssessmentPlanningRotation.pdf

DEC List of Priority Towns

https://dec.vermont.gov/sites/dec/files/wsm/erp/docs/SWMPstatewidetable1-12-18.pdf

Attachment E CCRPC Additional Provisions

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

Agreement Number: 2023-07

CENTRAL VERMONT REGIONAL PLANNING COMMISSION Standard Contract

Plainfield Co-operative RBDG: Community Engagement and Facilitation

	Part 1 – Con	tract Detail			
SECTION 1 - GENERAL CONTRACT INFORMATION					
Original ☑		Amendment \square	#		
Contract Amount: \$2,215	Contract Start Date: 7/19/2023	Contract End Date: 10/1/2023			
Contractor Name: Momentum Co	mmunications, LL	.C			
Contractor Physical Address: 45 Fo	oster Street				
City: Montpelier		State: VT	Zip Code: 05602		
Contractor Mailing Address: 45 Fc	ster Street	·			
City: Montpelier		State: VT	Zip Code: 05602		
Contract Type: Cost Reimbursem	ent 🗆 🛮 Fixed P	rice 🗹 Other 🗆	(please specify)		
If this action is an amendment, the Funding Amount ☐ Perform Other ☐ (please specify)	-	ended: Scope of Work □]		
SECTION 2 – CONTRACTOR II	NFORMATION	(to be completed b	oy CVRPC)		
Contractor UEI: G66AFQD4CWP7					
UEI Registered Name: Momentum Communications, LLC					
SAM checked for UEI Suspension a	and Debarment E	xclusions			
(https://sam.gov/SAM/					
Date: 7/12/23	Initials: NLC	SAM Expiration Date	e: May 28, 2024		
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment. Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 7/13/2023 Initials: JAI Debarment Expiration Date:					
Risk Assessment completed (Questions for contractor at\\\Forms\Risk Assessment Contractor Questions.docx. Staff completes assessment at\\\Forms\Risk Assessment Contractor.docx. Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: 7/13/2023 Initials: JAI					
Single Audit check in Federal Audi must be placed in contract file)) Date: 7/13/2023	t Clearinghouse (<u>F</u> Initials: JAI	nttps://harvester.census.gov,	/facdissem/Main.aspx. Print screen		
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: 7/13/2023	Initials: JAI				

90 Agreement Number: 2023-07

requirements)	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: 7/13/2023 Initials: JAI			haasa Nas 🗖 - Na 🗗	
Will the Contracto	_		hases? Yes □ No ☑ CVRPC tax exemption certificate must be provided to contractor	
(obtain from CVRPC fina				
Date: 7/13/2	2023	Initials: JAI		
Contract Total Valu (Contractor must provid worker compensation pr	e list of all proposed		No ☑ contractors' subcontractors and the identity of those party's	
Date: 7/13/2	2023	Initials: JAI		
SECTION 3 – FU	NDING SOUP	RCE		
Awarding Entity:		<u> </u>	riculture – Rural Development	
Contract #:	Case No. 5301	2030225677		
Funding Type:	☑ Federal	CFDA#: 10.351	Program Title: Rural Business Development Grant	
	☐ State ☐ Municipal ☐ Other	Source: (ex. pri	vate, non-profit, etc.)	
SECTION 4 – CO	NTACT INFO	RMATION		
CVRPC CONTRACTOR				
CVIII C				
Project Contact/Co	oordinator_		Project Contact/Manager	
Project Contact/Co Name: Jon Igna			Name: Emily Boedecker	
Project Contact/Co Name: Jon Igna Title: Planner	atowski		Name: Emily Boedecker Title: Principal	
Project Contact/Co Name: Jon Igna Title: Planner Work Phone: 80	ntowski 02-262-1048	om	Name: Emily Boedecker Title: Principal Work Phone: 802-778-0919	
Project Contact/Co Name: Jon Igna Title: Planner	ntowski 02-262-1048	om	Name: Emily Boedecker Title: Principal	
Project Contact/Co Name: Jon Igna Title: Planner Work Phone: 80	ntowski 02-262-1048	om	Name: Emily Boedecker Title: Principal Work Phone: 802-778-0919	
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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 Momentum Communications, LLC, with its principal place of business at 45 Foster Street, Montpelier, VT 05602 (hereafter called "Contractor"). Contractor's form of business organization is a marketing, communications and organizational development firm serving mission-drive organization. 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 cooperative community engagement and facilitation. 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 \$2,215.
- **4. Contract Term.** The period of contractor's performance shall begin on July 19, 2023 and end on October 1, 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 / \boxtimes 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 21 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)

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

Attachment E - Other Provisions (if applicable)

Attachment F – Program Forms (if applicable)

- **9. Order of Precedence.** Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
 - 1) Standard Contract
 - 2) Attachment E (if applicable)
 - 3) Attachment D (if applicable)
 - 4) Attachment C (Standard Agreement Provisions)
 - 5) Attachment A (Scope of Work to be Performed)
 - 6) List other attachments in order of precedence
 - 7) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

For the CV	RPC:	For the Contractor:	
Signature:	Christia Meyer	Signature:	EmyBoedake
Name:	Christian Meyer	Name:	Emily Boedecker
Title:	Executive Director	Title:	Principal
Date:	7/18/23	Date:	7/18/23
Date:	7/18/23	Date:	7/18/23

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ATTACHMENT A

Scope of Work to be Performed

Objective:

The objective is to engage the Plainfield Co-op's membership in the process of reaching a decision about the business's future, and to facilitate meetings that provide comprehensive factual information about the options being considered.

Activity(s) to be Performed:

Task 1: Discovery/Work Planning

Understand the background and content to be presented to the Coop membership. Attend kick-off meeting. Read reports and financial statements on the options under consideration. Develop a detailed work plan working with the project lead. Meet at least monthly with the project leads throughout the duration of the contract.

Task 2: Community Outreach and Engagement

Working closely with Coop project lead/board to develop a communications plan for community engagement. This will involve providing input and support to the committee and reviewing materials. The communications plan is expected to include survey(s), summaries and reports, email(s), Front Porch Forum posting(s), social media posting(s), and other outreach at the Coop and around town.

Task 3: Facilitation

Engage the community in public informational meetings/focus groups to provide comprehensive factual information on the options under consideration. Informational sessions are expected to be held from mid-July through the end of August, and culminate with the annual meeting on August 27th. These sessions will include online and in-person options.

Task 4: Administrative Support

Review questions, comments and input provided in the informational sessions. Identify FAQ and other opportunities to improve understanding of options. Provide a brief final takeaways report of the engagement and facilitation activities conducted.

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Performance Measures:

Task	Delivery Date	Deliverable
Task 1: Discovery/Work Planning	October 1, 2023	Understand the background and content to be presented to the Coop membership. Attend kick-off meeting. Read reports and financial statements on the options under consideration. Develop a detailed work plan working with the project lead. Meet at least monthly with the project leads throughout the duration of the contract.
Task 2: Community Outreach and Engagement	October 1, 2023	Working closely with Coop project lead/board to develop a communications plan for community engagement. This will involve providing input and support to the committee and reviewing materials. The communications plan is expected to include survey(s), summaries and reports, email(s), Front Porch Forum posting(s), social media posting(s), and other outreach at the Coop and around town.
Task 3: Facilitation	October 1, 2023	Engage the community in public informational meetings/focus groups to provide comprehensive factual information on the options under consideration. Informational sessions are expected to be held from mid-July through the end of August, and culminate with the annual meeting on August 27th. These sessions will include online and in-person options.
Task 4: Administrative Support	October 1, 2023	Review questions, comments and input provided in the informational sessions. Identify FAQ and other opportunities to improve understanding of options. Provide a brief final takeaways report of the engagement and facilitation activities conducted.

ATTACHMENT B

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:

FIXED PRICE (DELIVERABLES):

Party shall submit invoices to the CVRPC in accordance with the following schedule:

Task	Delivery	Deliverable	Cost
	Date		
1	October	Understand the background and content to be presented to	\$553
	1, 2023	the Coop membership. Attend kick-off meeting. Read	
		reports and financial statements on the options under	
		consideration. Develop a detailed work plan working with	
		the project lead. Meet at least monthly with the project	
		leads throughout the duration of the contract.	
2	October	Working closely with Coop project lead/board to develop a	\$553
	1, 2023	communications plan for community engagement. This will	
		involve providing input and support to the committee and	
		reviewing materials. The communications plan is expected	
		to include survey(s), summaries and reports, email(s), Front	
		Porch Forum posting(s), social media posting(s), and other	
		outreach at the Coop and around town.	
3	October	Engage the community in public informational	\$553
	1, 2023	meetings/focus groups to provide comprehensive factual	

		information on the options under consideration.	
		Informational sessions are expected to be held from mid-	
		July through the end of August, and culminate with the	
		annual meeting on August 27th. These sessions will include	
		online and in-person options.	
4	October	Review questions, comments and input provided in the	
	1, 2023	informational sessions. Identify FAQ and other	\$556
		opportunities to improve understanding of options. Provide	
		a brief final takeaways report of the engagement and	
		facilitation activities conducted.	

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 thirty (30) days of receipt of a complete and accurate 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

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.

upon final project completion and acceptance by the CVRPC.

- 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.

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CVRPC must submit quarterly reports to the United States Department of Agriculture. 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.

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ATTACHMENT C

Standard Agreement Provisions

REVISED FEBRUARY 26, 2018

- **1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Sub-Recipient, with whom the CVRPC is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
- **2. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- **3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the CVRPC, the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the CVRPC with regard to its performance under the Agreement.
- **4. Arbitration:** The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in Washington County, Vermont, under the then-existing and applicable commercial arbitration rules of the American Arbitration Association. Without intending to limit the power of authority of the arbitrator(s) in any such proceeding, the parties hereby consent and agree that such arbitrator(s) shall be vested with the full power and authority to order such equitable relief as the arbitrator(s) may deem proper. The parties consent to the jurisdiction of any court of competent jurisdiction for all purposes with respect to such arbitration, including enforcement of this Agreement to arbitrate and the entry of a judgment on any arbitration award. The prevailing party in any such arbitration proceeding shall be entitled to an award of reasonable attorney's fees as determined by the arbitrator(s). The fees and expenses of the arbitrator(s) shall be borne equally by the Parties. The Parties shall use all reasonable efforts to ensure that the arbitration is completed as promptly as reasonably possible, and in any event, within not more than ninety (90) days after either party's request for arbitration hereunder.

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

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

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

- **6. Sovereign Immunity:** The State of Vermont reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
- 7. No Employee Benefits For Party: The Party understands that the CVRPC and the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to CVRPC or State employees, nor will the CVRPC or the State withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the CVRPC to the Internal Revenue Service and the Vermont Department of Taxes.
- **8. Independence:** The Party will act in an independent capacity and not as officers or employees of the CVRPC or the State of Vermont.
- **9. Defense and Indemnity:** The Party shall defend the CVRPC and the State and their officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The CVRPC or the State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The CVRPC and the State retains the right to participate at their own expense in the defense of any claim. The CVRPC and the State shall have the right to approve all proposed settlements of such claims or suits.

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

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

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

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

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

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

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

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

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal & Advertising Injury \$50,000 Fire/Legal/Liability

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

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

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

CVRPC.

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

- **12. False Claims Act:** CVRPC is a political subdivision of the State of Vermont. The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the CVRPC and State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the CVRPC and State under the False Claims Act shall not be limited notwithstanding any agreement of the CVRPC or State to otherwise limit Party's liability.
- **13. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- **14. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.
- **15. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the CVRPC, State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- **16. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- **17. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

18. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- **19. Taxation of Purchases:** All CVRPC and State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- **20. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - A. is not under any obligation to pay child support; or
 - B. is under such an obligation and is in good standing with respect to that obligation; or
 - C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the CVRPC a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested

information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

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

Section 12, False Claims Act;

Section 13, Whistleblower Protections;

Section 14, Location of State Data

Section 16, Fair Employment Practices and Americans with Disabilities Act;

Section 18, Taxes Due the State;

Section 20, Child Support;

Section 22, No Gifts or Gratuities;

Section 24, Certification Regarding Debarment;

Section 34, CVRPC and State Facilities; and

Section 37, State Funded Grants

- 22. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the CVRPC or the State during the term of this Agreement.
- 23. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- 24. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part federal funds.

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

- 27. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 28. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the CVRPC or the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 29. Force Majeure: Neither the CVRPC, State of Vermont or the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal

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or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

- **30. Marketing:** Party shall not refer to the CVRPC or State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the CVRPC and State.
- **31. Termination:** In addition to any right of the CVRPC to terminate for convenience, the CVRPC may terminate this Agreement as follows:
 - **A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the CVRPC or State (July 1 to June 30), and if appropriations or funding are insufficient to support this Agreement, the CVRPC may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by state or federal funds, and in the event those funds become unavailable or reduced, the CVRPC may suspend or cancel this Agreement immediately, and the CVRPC shall have no obligation to pay Party from CVRPC revenues.
 - **B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
 - C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the CVRPC. All CVRPC or State property, tangible and intangible, shall be returned to the CVRPC or State as applicable upon demand at no additional cost to the CVRPC or State in a format acceptable to the CVRPC or State.
 - **D. Cancellation:** Normal cancellation procedures notwithstanding, CVRPC reserves the right to order immediate suspension of Party operations and termination of this Agreement in the event of Party negligence or Party practices in apparent violation of State or Federal law or regulations.
- **32. Continuity of Performance:** In the event of a dispute between the Party and the CVRPC, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- **33. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

- **35. Ownership of Equipment:** Any equipment purchased by or furnished to the Party by CVRPC under this Agreement is provided on a loan basis only and remains the property of, and must be returned to, CVRPC.
- **36. Professional Engineering Services:** Any work on this Agreement which is "Professional Engineering Services" as defined in 26 V.S.A. §1161 must be performed by a Licensed or Registered Professional Engineer as required in 26 V.S.A. §1162.
- ☐ **37. State-Funded Grants.** If box is checked, this Agreement is funded in whole or in part by State grant funds. As such, the following additional provisions apply.
 - **A.** Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
 - **B.** Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D

Provisions for Federally Funded Agreements

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

- **A. Davis-Bacon Act.** The Party will comply with the provisions of the Davis-Bacon Act (40 U.S.C. 2761 7), the Copeland Act (40 U.S.C. 276C and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction contracts when construction is part of the contract.
- **B. Certification:** By signing this Agreement, the Party certifies, to the best of his or her knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section .1352, Tile 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$160,000 for each such failure.

C. Non-Discrimination. The Party will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Party will take affirmative action to ensure that applicants are employed, and that employees are treated during reemployment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following:

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employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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USDA's Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, staff offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language) should contact the responsible Area, agency, or staff office; the USDA TARGET Center at (202) 720-2600 (voice and TTY) or the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at http:s//www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation.

The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410.
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

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CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Standard Contract

Phase II Environmental Site Assessment 11 North Main Street, Northfield, Vermont

	Part 1 – Contra	ct Detail				
SECTION 1 - GENERAL CONT	RACT INFORMATION	ON				
Original 🗹		Amendment	□ # <u></u>			
Contract Amount: \$34,614.00	Start Date: 08/01/23	End Date: 12,	/31/2023			
Contractor Name: Weston & Sam	pson					
Contractor Physical Address: 98 S	outh Main Street, Sui	te 2				
City: Waterbury		State: VT	Zip Code: 05676			
Contractor Mailing Address: same	<u>ş</u>					
City:		State:	Zip Code:			
Contract Type: Cost Reimbursem	nent 🗹 🛮 Fixed Pr	ice 🗆 Oth	er 🛘 (please specify)			
If this action is an amendment, th	e following is amende	ed:				
Funding Amount Perfore	mance Period 🗆	Scope of Work				
Other (please specify)						
SECTION 2 – CONTRACTOR I	NFORMATION (to	be completed	d by CVRPC)			
Contractor Duns/UEI: UERUKNFO	QN3D5					
DUNS/UEI Registered Name (if dij	fferent than Contracto	or Name above)	:			
SAM checked for DUNS/UEI Suspe	ension and Debarmen	t Exclusions				
(https://sam.gov/SAM/ Print Screen Must	t be Placed in Contract File)					
Date: 8/10/2023	Initials: nc	SAM Expiration	on Date: 3/23/2024			
State of Vermont checked for Del	parment Exclusions					
(http://bgs.vermont.gov/purchasing-cont	tracting/debarment. Print Sc	reen Must be Placed	l in Contract File)			
Date: 8/10/2023	Initials: nc	Debarment Ex	piration Date: N/A			
Risk Assessment completed (Quest	ions for contractor at $$	Forms\Risk Assessme	ent Contractor Questions.docx. Staff			
completes assessment at\\Forms\Risk Assessment Contractor.docx. Contractor responses and completed risk assessment places						
in contract file. Contract modified to reflect	•					
Date: 8/10/2023	Initials: nc					
Single Audit check in Federal Aud	it Clearinghouse (https:	//harvester.census.g	cov/facdissem/Main.aspx. Print screen			
must be placed in contract file))	1 11 1					
Date: 8/10/2023	Initials: nc					
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: 8/10/2023	Initials: nc					
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.)						

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Date: 8/10/2023	Initials: nc				
Will the Contractor Charge CVRPC for Taxable Purchases? Yes \(\sigma\) No \(\sigma\) [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]					
Date: 8/10/2023 Initials: nc					
Contract Total Value exceeds \$250,000? Yes \(\square\) No \(\subseteq\) (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: 8/10/2023 Initials: nc					
Date: 8/10/2023 SECTION 3 – FUNDING SOU					
	ney Regional Commissi	ion			
Contract #: CVRPC-2023					
Funding Type:	CFDA/ALN #:				
	Program Title:	Agreement #:			
☑ State	_	nent #: 07120-22-18			
☐ Municipa					
Other	Source: (ex. private	, non-profit, etc.)			
SECTION 4 – CONTACT INFO	DRMATION				
CVRPC					
CVRPC		CONTRACTOR			
Project Contact/Coordinator		CONTRACTOR Project Contact/Manager			
Project Contact/Coordinator Name: Clare Rock Title: Senior Planner		Project Contact/Manager Name: Steven Shaw, PG Title: Regional Manager			
Project Contact/Coordinator Name: Clare Rock Title: Senior Planner Work Phone: 802.229.0389		Project Contact/Manager Name: Steven Shaw, PG Title: Regional Manager Work Phone: 802.244.5051			
Project Contact/Coordinator Name: Clare Rock Title: Senior Planner		Project Contact/Manager Name: Steven Shaw, PG Title: Regional Manager Work Phone: 802.244.5051 Cell Phone (if applicable):			
Project Contact/Coordinator Name: Clare Rock Title: Senior Planner Work Phone: 802.229.0389		Project Contact/Manager Name: Steven Shaw, PG Title: Regional Manager Work Phone: 802.244.5051			
Project Contact/Coordinator Name: Clare Rock Title: Senior Planner Work Phone: 802.229.0389		Project Contact/Manager Name: Steven Shaw, PG Title: Regional Manager Work Phone: 802.244.5051 Cell Phone (if applicable):			
Project Contact/Coordinator Name: Clare Rock Title: Senior Planner Work Phone: 802.229.0389 Email: rock@cvregion.com		Project Contact/Manager Name: Steven Shaw, PG Title: Regional Manager Work Phone: 802.244.5051 Cell Phone (if applicable): Email: ShawS@wseinc.com			
Project Contact/Coordinator Name: Clare Rock Title: Senior Planner Work Phone: 802.229.0389 Email: rock@cvregion.com		Project Contact/Manager Name: Steven Shaw, PG Title: Regional Manager Work Phone: 802.244.5051 Cell Phone (if applicable): Email: ShawS@wseinc.com Finance/Billing Name: Irena Bogdanovic Title: Billing Specialist			
Project Contact/Coordinator Name: Clare Rock Title: Senior Planner Work Phone: 802.229.0389 Email: rock@cvregion.com Finance/Billing Name: Christian Meyer		Project Contact/Manager Name: Steven Shaw, PG Title: Regional Manager Work Phone: 802.244.5051 Cell Phone (if applicable): Email: ShawS@wseinc.com Finance/Billing Name: Irena Bogdanovic			

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 Weston & Sampson with its principal place of business at 98 South Main Street, Suite 2, Waterbury, VT (hereafter called "Contractor"). Contractor's form of business organization is Foreign Profit Corporation. It is the contractor's responsibility to contact the Vermont

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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 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 \checkmark 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 12/15/17)

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)

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- 5) Attachment A (Scope of Work to be Performed)
- 6) List other attachments in order of precedence
- 7) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

For the CVI		For the Contractor:		
Signature:	Christia Meyer	Signature:	Digitally signed by Steven D Shaw Date: 2023 08.23 14:32:39-04'00'	
Name:	Christian Meyer	Name:	Steven D. Shaw	
Title:	Executive Director	Title:	Regional Manager	
Date:	8/31/23	Date:	08/23/23	

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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
	Activity	renormance weasures	Date
1	Participate in Kick Off Meeting	Meeting attended	08/18/2023
2	Undertake Phase II ESA including:		-
	2.1 Draft Phase II ESA Work Plan	Work Plan submitted to DEC and	
	2.2 Work Plan Regulatory Review/Approval	comments incorporated	
	2.3 Field Activities		11/17/2023
	2.4 Laboratory Analysis		
	2.5 Draft Phase II ESA Report		
3	Draft Findings Meeting	Meeting complete	12/01/2023
4	Coordinate Regulatory Review with DEC	DEC comments are addressed	12/08/2023
5	Finalize Phase II ESA Report	Final Report submitted	12/22/2023
6	Present Final Phase II ESA Report	Presentation given	12/22/2023

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.*

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ATTACHMENT B

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.

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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.

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Other Reports. CVRPC's funding agency may request or require other reports during the Agreement period. If CVRPC 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.

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ATTACHMENT C

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 CVROC 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.

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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.

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- **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.

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- 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:

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Section 10 ("False Claims Act");
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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").

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- **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

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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

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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.



MEMO

Date: August 31, 2023
To: Executive Committee

From: Christian Meyer, Executive Director

Re: FY25 Municipal Dues

ACTION REQUESTED: Recommend for FY25 that CVRPC maintain its municipal dues assessment rate of \$1.33 per capita to the Board.

Municipal dues are a critical part of how CVRPC funds its operations, matches other grants, provides professional staff development, and maintains its offices space. As such, dues are essential to ensuring municipalities can rely on our services and reach into our staff pool for support. Municipalities invested \$86,985 for FY24 dues, to leverage \$2.7 million in services from CVRPC. Municipal dues are one of only two flexible sources of funds that the CVRPC receives, the other being the regional planning funds provided by the Vermont Legislature.

While wages, benefits and the costs of supplies have increased steeply in the last several years, staff is recommending that the municipal dues assessments be held at \$1.33 per capita, the same rate they have remained since their last increase for FY23 (two years ago). While this will not be sustainable, given that FY23 was a transition year for staffing, the staff believes CVRPC will have an unplanned budgetary carryover that can be used to absorb rising costs. Additionally, the staff believes that with municipal dues held steady, the Commission will be able to undertake needed improvements to our aging IT platform to ensure reliability and improve security.

How are municipal dues used?

Municipal dues are used to match grants, make up shortfalls or reductions in grants and contracts, and help support ongoing operations and maintenance of a professional staff. State officials and legislators look to municipal assessments (the rate and the overall participation by municipalities) as one indicator of a regional planning commission's success.

How was the recommended rate developed?

The Executive Director assesses potential budgetary needs. Factors considered include overall budget, dues as a percentage of budget (buying power of municipal dues), cash and in-kind match needs, projected municipal service needs over the next 2-3 years, and potential future needs of the Commission.

Wages and benefits are CVRPC's primary cost followed by consultant costs. The cost of each of these three categories has increased in recent years. Additionally, major pieces of our IT platform need to be updated in the coming year to maintain reliable services avoid security risks. For these reasons, the staff did not lower rates.

Low, medium and high increases to the base rate were calculated for the Executive Committee to consider. Staff expects a modest increase will likely be required in for FY26.

The Executive Committee is ultimately responsible for choosing and recommending a rate to the Board.

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Recommended

			Recommended	-			
			Maintain	Increase 1.6%	Increase 3.9%	Increase 5%	
	2020	FY 24	FY 25	FY 25	FY 25	FY 25	
Municipality	US	Dues at	Dues at	Dues at	Dues at	Dues at	
	Census	\$1.33	\$1.33	\$1.35	\$1.38	\$1.40	\$ Change
Barre City	8,491	\$11,293.03	\$11,293.03	\$11,473.72	\$11,733.46	\$11,857.68	
Barre Town	7,923	\$10,537.59	\$10,537.59	\$10,706.19	\$10,948.56	\$11,064.47	
Berlin	2,849	\$3,789.17	\$3,789.17	\$3,849.80	\$3,936.95	\$3,978.63	
Cabot	1,443	\$1,919.19	\$1,919.19	\$1,949.90	\$1,994.04	\$2,015.15	
Calais	1,661	\$2,209.13	\$2,209.13	\$2,244.48	\$2,295.29	\$2,319.59	
Duxbury	1,413	\$1,879.29	\$1,879.29	\$1,909.36	\$1,952.58	\$1,973.25	
East Montpelier	2,598	\$3,455.34	\$3,455.34	\$3,510.63	\$3,590.10	\$3,628.11	
Fayston	1,364	\$1,814.12	\$1,814.12	\$1,843.15	\$1,884.87	\$1,904.83	
Marshfield	1,583	\$2,105.39	\$2,105.39	\$2,139.08	\$2,187.50	\$2,210.66	
Middlesex	1,779	\$2,366.07	\$2,366.07	\$2,403.93	\$2,458.35	\$2,484.37	
Montpelier	8,074	\$10,738.42	\$10,738.42	\$10,910.23	\$11,157.22	\$11,275.34	
Moretown	1,753	\$2,331.49	\$2,331.49	\$2,368.79	\$2,422.42	\$2,448.06	
Northfield	5,918	\$7,870.94	\$7,870.94	\$7,996.88	\$8,177.91	\$8,264.49	
Orange	1,048	\$1,393.84	\$1,393.84	\$1,416.14	\$1,448.20	\$1,463.53	
Plainfield	1,236	\$1,643.88	\$1,643.88	\$1,670.18	\$1,707.99	\$1,726.07	
Roxbury	678	\$901.74	\$901.74	\$916.17	\$936.91	\$946.83	
Waitsfield	1,844	\$2,452.52	\$2,452.52	\$2,491.76	\$2,548.17	\$2,575.15	
Warren	1,977	\$2,629.41	\$2,629.41	\$2,671.48	\$2,731.96	\$2,760.88	
Washington	1,032	\$1,372.56	\$1,372.56	\$1,394.52	\$1,426.09	\$1,441.19	
Waterbury	5,331	\$7,090.23	\$7,090.23	\$7,203.67	\$7,366.75	\$7,444.74	
Williamstown	3,515	\$4,674.95	\$4,674.95	\$4,749.75	\$4,857.27	\$4,908.70	
Woodbury	928	\$1,234.24	\$1,234.24	\$1,253.99	\$1,282.38	\$1,295.95	
Worcester	964	\$1,282.12	\$1,282.12	\$1,302.63	\$1,332.12	\$1,346.23	
Region	65,402	\$86,984.66	\$86,984.66	\$88,376.41	\$90,377.06	\$91,333.89	

Vermont RPC Municipal Dues Rates and Structures

The Executive Committee customarily requests information about how CVRPC's activities compare to its peers. The table below reflects how CVRPC's current dues compare to other RPCs. The data is sorted by Per Capita Equivalent to assist with comparisons.

RPC	Population	Data Source	\$ Raised from Dues	# of Municipalities	Dues as % of Total Revenue	Calculation Method	Per Capita Equivalent ¹	Notes
Bennington	37,701	US Census	\$102,686	17	6%	Population: 0-250 = \$2,000; 251- 500 = \$3,000; 501-1,000 = \$4,000; 1,001-2,000 = \$5,000; 2,001-3,000 = \$6,000; 3,001-4,000 = \$7,000; 4,001-5,000 = \$8,000; Over 5,000 = \$8,000 + (Population-5,000) * 3	\$2.72	FY22 rate
Windham	45,044	US Census	\$114,457	27	7%	\$2.54 per capita - minimum \$250	\$2.54	FY23 rate
TRORC	57,116	US Census	\$90,243	30	4%	\$1.58 per capita	\$1.58	FY23 rate
Chittenden	168,323	US Census	\$263,070	18	3%	Pro-rated based on municipal share of the county Equalized Education Grand List (EEGL) value	\$1.57	FY24 rate
Addison	33,517	US Census	46,058	21	4%	\$1.35 per capita, minus group quarters	\$1.34	FY23 rate
Central	65,402	2020 US Census	\$86,985	23	3%	\$1.33 per capita	\$1.33	FY24 rate
Mt. Ascutney	24,711	US Census	\$32,318	10	2%	\$1.30 per capita	\$1.30	FY23 rate
Northwest	57,239	US Census	\$64,027	22	2%	\$1.12 per capita; annual change based on employer cost price index	\$1.12	FY22 rate
Lamoille	24,475	US Census	\$20,000 - \$30,000 over 4 years	10	~3%	Pro-rated 60/40, most recent Census population and equalized grand list value; towns only, not villages	\$0.82 - \$1.22 over 4 years	FY24 rate – FY28
NVDA	62,438	US Census	\$49,715	50	3%	\$0.75 per capita - minimum dues of \$500 (few do pay \$100); \$3,500 cap	\$0.80	FY22 rate
Rutland	61,642	US Census	\$27,000	27	2%	\$1,000/year per municipality	\$0.44	FY23

¹Amount Raised by Dues divided by Population



MEMO

Date: September 5, 2023

To: Board of Commissioners

From: Christian Meyer, Executive Director

Re: Consideration of joining an Economic Development District

ACTION REQUESTED: Review proposed Memorandum of Understanding. Authorize Executive Director to sign on behalf of CVRPC.

The partnering RPCs and EDCs that collaborated to draft the recently completed West Central Vermont Comprehensive Economic Development Strategy (CEDS) are proposing to apply for US Economic Development Administration (EDA) recognition as an Economic Development District (EDD). The attached Memorandum of Understanding (MOU) outlines the commitment the organizations are making to continue working together to form and participated in this new organization.

Background

The CVRPC approved the draft CEDS in March, 2023. The CEDS was submitted to EDA in April, 2023. The EDA has reviewed and approved the CEDS for the West Central Vermont area, which includes Adison County, Chittenden County, Rutland County, and the CVRPC planning area. This approval makes local governments covered by the CEDS with economically distressed areas eligible to apply for additional grants under the EDA, provided the grant project would benefit the distressed area. These programs provide funding for infrastructure projects and revolving loan funds and other business assistance programs. In addition, other Federal agencies look favorably on the established regional planning efforts when reviewing complementary proposed projects and grant requests (e.g., Northern Borders Commission).

Next Steps

The next step in the process is to consider the formation and participation in a West Central Vermont EDD. Forming an EDD allows the benefits that currently apply to distressed geographies to be expanded to all areas included within the EDD. Furthermore, it formalizes many of the benefits and partnerships formed during the drafting of the CEDS. The EDD will form a board of directors, and draft bylaws and other organizational documents as required for is governance.

Once all partners have signed on to the MOU, an application to develop an EDD will be prepared and submitted to EDA. Time required for the EDA to review and accept or decline the EDD application is unknown but can take up to 18 months or longer.

December 20, 2018 Page 2 of 2

West Central Vermont Economic Development District

Memorandum of Understanding by and between

Addison County Planning Commission, Addison County Economic Development Corporation,
Central Vermont Regional Planning Commission, Central Vermont Economic Development
Corporation, Chittenden County Regional Planning Commission, Greater Burlington Industrial
Corporation, Rutland Regional Planning Commission, Chamber and Economic Development of
the Rutland Region

Whereas.

The entities noted above are working together to develop a Comprehensive Economic Development Strategy ("CEDS") for west central Vermont.

Whereas,

The CEDS serves the counties of Chittenden and Rutland, the majority of communities in Addison and Washington counties and a portion of Orange county in west central Vermont, and

Whereas,

Upn completion and acceptance of the CEDS, the parties hereto intend to continue working together to form the West Central Vermont Economic Development District ("WCEDD").

Whereas.

The WCEDD shall serve the economic interests of the communities in the district by developing and implementing economic development strategies for the betterment of the four region, five county area, and

Whereas,

Regional Planning Commissions and Regional Development Corporations complete significant consultation/coordination with regional economic development interests, local officials, private businesses and educational organizations.

Now therefore be it resolved that the undersigned will:

Work together in a coalition of regional organizations to manage the West Central Vermont Economic Development District under adopted bylaws and an appointed Board, and

Work cooperatively to complete the economic development district requirements including preparation of a Comprehensive Economic Development Strategy, and

Consult regularly with Regional Planning Commission and Regional Development Corporation Board members, local Planning Commissions and Selectboards, private businesses, regional, state and local interests, and

Integrate the programs and priorities of the economic development district into their existing work, and

Complete this work utilizing funding from the EDA and State of Vermont as available, supplemented by their own resources.

Signed this day of	, 2022.
Addison County Economic Development Corporation	Addison County Regional Planning Commission
Central Vermont Regional Planning Commission	Central Vermont Economic Development Corporation
Chittenden County Regional Planning Commission	Greater Burlington Industrial Corporation
Rutland Regional Planning Commission the	Chamber and Economic Development of Rutland Region

CENTRAL VERMONT REGIONAL PLANNING COMMISSION 1 2 **Executive Committee DRAFT MINUTES** 3 4 **July 31, 2023 Meeting** 5 Present: × × × Michael Gray Peter Carbee Alexis Leacock × Lee Cattaneo × Paula Emery × Janet Shatney × Jerry D'Amico 6 Staff: Clare Rock, Nancy Chartrand 7 Guests: Ahsan Ijaz, Ijaz Group; George Clain, Barre Town Representative 8 9 Call to Order: Chair D'Amico called the meeting to order at 4:29 pm following the conclusion of the 10 Brownfields Advisory Committee meeting that was co-hosted. 11 12 Adjustments to the Agenda: None 13 14 Public Comment: None 15 16 Financial Report: Ahsan Ijaz provided an overview of the financial report included in the packet. There 17 was clarification that the aging receivables include May and June invoices. 18 19 Lee Cattaneo moved to accept the financial report, seconded by Janet Shatney. Motion carried 7-0. 20 21 Contract/Agreement Authorization: Clare Rock provided an overview of the information provided in 22 the packet noting an additional \$100,000 has been allotted to Brownfields Program and the 23 recommendation of the Brownfields Advisory Committee to approve expenditure of up to \$50,000 for a 24 site assessment in Northfield. 25 26 Michael Gray moved to authorize the Executive Director to a Phase II Environmental Site Assessment – 27 11 North Main Street, Northfield, VT up to \$35,000 with the preferred proposer; seconded by Lee 28 Cattaneo. There was an inquiry as to what page in the packet the memo was on. Vote called and 29 motion carried 7-0. It was noted that on the draft contract there was a contract term discrepancy 30 noting "June August" that should reflect "August". 31 32 Meeting Minutes (7/5/23): 33 Janet Shatney moved to accept the minutes as presented and any other spelling errors that may need to 34 be corrected; Peter Carbee seconded. A roll call was conducted due to one abstention: Lee Cattaneo – 35 yes; Lexi Leacock -yes; Michael Gray – yes; Janet Shatney – yes; Jerry D'Amico – yes; Peter Carbee – yes; 36 Paula Emery – abstain. 37 38 It was confirmed there will not be a Board meeting in August. 39 40 Adjourn

Peter Carbee moved to adjourn at 4:47 pm; Lee Cattaneo seconded. Motion carried.

1 2 3

It was confirmed that the next scheduled meeting is Tuesday, September 5th and there was a request to do a doodle poll related to postponing the start time of the September meeting.

4 5 6

- Respectfully submitted,
- 7 Nancy Chartrand, Office Manager

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BOARD OF COMMISSIONERS

September 12, 2023 at 6:30 pm

Hybrid Meeting with Remote Participation via Zoom¹

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

One tap mobile: +19294362866,,81136818419#,,,,*722490# US (New York)
Dial in via phone: 1-929-436-2866 • Meeting ID: 811 3681 8419 • Passcode: 722490

Or find your local number: https://us02web.zoom.us/u/kcjBhj3bIX

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

Page **AGENDA**

6:30² Introductions
Adjustments to the Agenda
Public Comments

- **6:35** ACCD/VAPDA Regional Future Land Use Initiative & Regional Plan Update Clare Rock & Christian Meyer
- 7:00 Approve Committee Rules of Procedure (enclosed) ³
 Project Review Committee Rules of Procedure and Rules of Process
 Regional Plan Committee Rules of Procedure
- **7:25** Minutes (enclosed) ³
- 7:30 Reports (enclosed)³

Update/questions on Staff, Director, and Committee Reports

7:45 Adjourn

Next Meeting – October 10, 2023

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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.