



EXECUTIVE COMMITTEE

December 4, 2023 @ 4:00 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>.

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

Page **AGENDA**

	4:00²	Adjustments to the Agenda
		Public Comment
2	4:05	Accept Annual Audit (Action - enclosed)³
35	4:20	Financial Report (Action - enclosed)³
49	4:35	Contract/Agreement Authorization (Action - enclosed)³
165	4:45	Executive Director Evaluation Process Discussion
179	5:05	Meeting Minutes – 11/6/23 (Action - enclosed)³
182	5:10	Commission Meeting Agenda (Action - enclosed)³
	5:30	Adjourn

Next Meeting: Tuesday, January 2, 2024

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: December 4, 2023
To: Executive Committee
From: Christian Meyer, Executive Director
Re: FY23 Financial Audit Report

✉ ACTION REQUESTED: Acceptance of the annual financial audit report.

Staff is requesting the Board of Commissioners accept the 2023 fiscal year audit, as completed by Sullivan and Powers & Co., P.C., a certified public accountant.

Per the *CVRPC Bylaws*, as amended April 11, 2023, and the *Administrative and Financial Management Policy and Procedures*, an annual audit, conducted by an independent CPA, shall be performed and a report shall be presented to the Executive Committee at a duly warned meeting. This audit is to confirm that the financial statements are free of “material misstatement” and give an accurate accounting of CVRPC’s funds.

CVRPC is below the federal cost threshold for a single audit. Were the Commission to expend more than \$750,000 in federal funds in a fiscal year, a single audit would be required.

In addition to those purposes stated above, the Audit supports the development of CVRPC’s indirect rate. Audited costs for the prior fiscal year serve as the basis for the indirect rate applied to the current year.

Conclusions:

Sullivan & Powers identified no deficiencies in internal control that they consider to be material weaknesses.

However, a schedule of recommendations was provided to strengthen internal control and operating efficiency.

**CENTRAL VERMONT REGIONAL
PLANNING COMMISSION**

AUDIT REPORT

JUNE 30, 2023

12/04/23 EC CENTRAL VERMONT REGIONAL PLANNING COMMISSION
AUDIT REPORT
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JUNE 30, 2023

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Sullivan, Powers & Co., P.C.

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Independent Auditor's Report

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

Report on the Audit of the Financial Statements**Opinion**

We have audited the accompanying financial statements of the Central Vermont Regional Planning Commission as of and for the year ended June 30, 2023 and the related notes to the financial statements, which collectively comprise the Central Vermont Regional Planning Commission's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to previously present fairly, in all material respects, the respective financial position of the Central Vermont Regional Planning Commission as of June 30, 2023 and the respective changes in financial position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards accepted in the United States of America and the standards applicable to financial audits contained in "Government Auditing Standards", issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibility for the Audit of the Financial Statements section of our report. We are required to be independent of the Central Vermont Regional Planning Commission and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principles

As discussed in Note 1 to the financial statements, the Central Vermont Regional Planning Commission implemented the provisions of Governmental Accounting Standards Board Statement No. 96 "Subscription -Based Information Technology Arrangements". Our opinion is not modified with respect to this matter.

Management's Responsibility for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Central Vermont Regional Planning Commission's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and "Government Auditing Standards" will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and "Government Auditing Standards", we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Central Vermont Regional Planning Commission's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Central Vermont Regional Planning Commission's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis on pages 5 through 9, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

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

Schedules 1 and 2 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Operations – Budget (Non-GAAP Budgetary Basis) and Actual and the Schedule of Direct and Indirect Costs are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by “Government Auditing Standards”

In accordance with “Government Auditing Standards”, we have also issued our report dated November 16, 2023 on our consideration of the Central Vermont Regional Planning Commission’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Central Vermont Regional Planning Commission’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with “Government Auditing Standards” in considering Central Vermont Regional Planning Commission’s internal control over financial reporting and compliance.

Sullivan, Powers & Co.

November 16, 2023
Montpelier, Vermont
VT Lic. #92-000180

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2023

Introduction

This section explains the general financial condition and results of operations of the Central Vermont Regional Planning Commission (Commission) for the fiscal year ended June 30, 2023. Please read this in conjunction with the Commission's financial statements.

Central Vermont Regional Planning Commission

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

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

Financial Highlights

Key financial highlights for 2023 are as follows:

- The Commission's total net position increased by \$38,963 in 2023 compared to a decrease of \$3,282 in 2022.

Using These Financial Statements

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

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

Budget

The Commission builds its annual budget on diverse sources of funding. Transportation funding is primarily federal (80%), from Federal Highways Administration funds, so it is dependent on the Federal Transportation Bill for appropriations of planning funds. The Commission receives 10% of matching fund for the majority of the federal transportation funds from the state, making it dependent on the actions of the Vermont legislature. The Commission receives dues from its member municipalities that in year ended June 30, 2023 totaled \$86,985 as unrestricted revenue used to locally match projects and support basic operations. Locally specific projects are matched by the community (typically 20% matches); local match is generated by the local property tax.

The State of Vermont provides regional planning funding through an annual performance-based contract through the Agency of Commerce and Community Development (ACCD). These funds were \$335,984 for year ended June 30, 2023. With these funds, the Commission carries out statutory duties as specified in an annual work program approved by the Commission and ACCD. These funds are used as a match for local and regional projects.

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

Operating Results

The Commission finished the year ending June 30, 2023 with a surplus change in net position of \$38,963. These results are shown on the statement of Revenues, Expenses and Changes in Net Position.

Each year the indirect rate is estimated and negotiated based on the most recent audited expenses. This indirect rate is used to charge contracts two fiscal years following the current year's negotiated rate. For example, the fiscal year 2023 indirect rate will be used in charging grants and contracts during fiscal year 2025. There will always be some variance between the estimated and actual expenses, of which can be used to influence the indirect rate in future years, assuming fluctuation base is known at the time of rate negotiation.

Condensed Financial Information – Net Position

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the Commission, assets exceed liabilities by \$553,663 at the close of the most recent fiscal year.

Investment in capital assets represents -.7% of the Commission's net position, less any related debt used to acquire those assets that are still outstanding. The Commission uses these capital assets to provide services; consequently, these assets are not available for future spending.

The remaining balance of unrestricted net assets of \$557,621 may be used to meet the Commission's ongoing obligations to citizens and creditors. At the end of the current fiscal year, the Commission is able to report a positive net position balance for the entity as a whole.

	2023	2022
Current assets		
Cash and cash equivalents	\$ 890,798	616,220
Investments	201,042	0
Accounts receivable	165,448	165,998
Prepaid expenses	18,100	19,069
Total current assets	1,275,388	801,287
Noncurrent assets		
Property and Equipment (Net of Accumulated Depreciation)	7,758	11,191
Right to Use Leased Asset	276,475	309,988
Security Deposits	4,415	4,415
Total noncurrent assets	288,648	325,594
Total assets	1,564,036	1,126,881
Current liabilities		
Accounts payables	22,471	16,586
Accrued Payroll and Related Liabilities	15,663	18,311
Accrued Interest Payables	1,219	1,313
Compensated Absences	15,825	41,054
Unearned Grant Revenue	667,004	220,234
Lease Payable - Current Portion	27,918	26,493
Total current liabilities	750,100	323,991
Long Term Liabilities		
Lease Payable - Long-Term Portion	260,273	288,190
Total Long Term Liabilities	260,273	288,190
Total Liabilities	1,010,373	612,181
Net Position		
Net Investment in Property and Equipment	(3,958)	11,191
Unrestricted	557,621	503,509
Total net position	553,663	514,700

Condensed Financial Information - Revenues, Expenses and Changes in Net Position for the years ended June 30, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
Operating revenue	\$ 1,099,527	971,541
Operating expenses	<u>1,044,768</u>	<u>962,162</u>
Operating income	<u>54,759</u>	<u>9,379</u>
Nonoperating revenue/(Expenses)		
Interest Expense	<u>(15,796)</u>	<u>(12,661)</u>
Nonoperating income/(Loss)	<u>(15,796)</u>	<u>(12,661)</u>
Change in Net Position	38,963	(3,282)
Net Position July 1, 2022	514,700	517,982
Net Position - June 30, 2023	<u><u>553,663</u></u>	<u><u>514,700</u></u>

Budgeting Highlights

The Commission's budget is prepared according to the requirements of the Commission's bylaws and policies. The operating budget, included proposed expenditures and estimated revenues. Final revenues and other financing sources, in the amount of \$1,099,527 were less than originally budgeted revenues by the amount of \$1,020,108.

Operating expenditures were budgeted at \$1,966,080 while actual operating expenditures were only \$1,044,768, a decrease of \$921,312.

Current Issues

1. Central Vermont Regional Planning Commission works with local officials to keep the annual per capita dues at a fair, but equitable level. The dues received in fiscal year 2023 totaled \$86,985.
2. Regional commissions are also affected by grant funding that is either non-existent in some years or very minimal in others. Some grant sources will not pay their fair share of administrative costs and as a result, the Commission has to use its local dues, State appropriations and/or its fund balance to meet this need. It should be recognized that there is limited money available to be used as "local" match for grants.

3. Increasingly, state, and federal grants have moved to performance-based contracting. For these types of agreements, payments are made when deliverables are produced, not in regular installments based on reimbursement of actual costs. These types of grants mean the Commission has to advance larger amounts of funds for longer periods of time, typically 3-6 months. This has resulted in a greater need to build and maintain an adequate reserve fund to facilitate cash flow, especially when consultant expenses are involved.

Contacting the Commission's Financial Management

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

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF NET POSITION
JUNE 30, 2023

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 890,798
Investments	201,042
Receivables	165,448
Prepaid Expenses	<u>18,100</u>

TOTAL CURRENT ASSETS	<u>1,275,388</u>
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NONCURRENT ASSETS

Property and Equipment (Net of Accumulated Depreciation)	7,758
Right to Use Leased Asset (Net of Accumulated Amortization)	276,475
Security Deposit	<u>4,415</u>

TOTAL NONCURRENT ASSETS	<u>288,648</u>
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TOTAL ASSETS	<u>1,564,036</u>
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LIABILITIES

CURRENT LIABILITIES

Accounts Payable	22,471
Accrued Payroll and Related Liabilities	15,663
Accrued Interest Payable	1,219
Compensated Absences	15,825
Unearned Grant Revenue	667,004
Lease Payable - Current Portion	<u>27,918</u>

TOTAL CURRENT LIABILITIES	<u>750,100</u>
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LONG TERM LIABILITIES

Lease Payable - Long-Term Portion	<u>260,273</u>
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TOTAL LONG TERM LIABILITIES	<u>260,273</u>
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TOTAL LIABILITIES	<u>1,010,373</u>
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NET POSITION

Net Investment in Property and Equipment	(3,958)
Unrestricted	<u>557,621</u>

TOTAL NET POSITION	<u>\$ 553,663</u>
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The accompanying notes are an integral part of this financial statement.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2023

OPERATING REVENUES	
Federal, state and other grants	\$ 996,502
Local communities - annual assessments	86,985
Other income	<u>16,040</u>
 TOTAL OPERATING REVENUES	 <u>1,099,527</u>
 OPERATING EXPENSES	
Salaries and wages	472,300
Payroll taxes and employee benefits	134,732
Consultants and contract services	354,936
Other operating expenses	45,855
Depreciation and amortization expense	<u>36,945</u>
 TOTAL OPERATING EXPENSES	 <u>1,044,768</u>
 OPERATING INCOME	 54,759
 NONOPERATING REVENUES (EXPENSES)	
Interest Expense	<u>(15,796)</u>
 CHANGE IN NET POSITION	 38,963
 BEGINNING NET POSITION	 <u>514,700</u>
 ENDING NET POSITION	 <u><u>\$ 553,663</u></u>

The accompanying notes are an integral part of this financial statement.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2023

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from grants, contracts and services	\$ 1,459,862
Cash received from local communities	86,985
Cash paid for goods and services	(393,936)
Cash paid for personnel	<u>(634,909)</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES 518,002

CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES 0

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Lease Interest Paid	(15,890)
Lease Principal Paid	<u>(26,492)</u>

NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES (42,382)

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Certificates of Deposit	<u>(201,042)</u>
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INCREASE IN CASH AND CASH EQUIVALENTS 274,578

BEGINNING CASH AND CASH EQUIVALENTS 616,220

ENDING CASH AND CASH EQUIVALENTS \$ 890,798

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

Adjustments to reconcile operating income to net cash provided by operating activities:

Operating Income	\$ 54,759
Depreciation and Amortization	36,946
(Increase)/Decrease in Receivables	550
(Increase) Decrease in Prepaid Expenses	969
Increase/(Decrease) in Accounts Payable	5,885
Increase/(Decrease) in Accrued Payroll and Related Liabilities	(2,648)
Increase/(Decrease) in Compensated Absences	(25,229)
Increase (Decrease) in Unearned Grant Revenue	<u>446,770</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES \$ 518,002

The accompanying notes are an integral part of this financial statement.

The Central Vermont Regional Planning Commission (CVRPC) is one of 11 regional planning commissions in Vermont. CVRPC was organized under Title 24 Vermont Statutes Annotated (V.S.A.), Chapter 117 in 1967 to promote the mutual cooperation of its member municipalities and to facilitate the appropriate development and preservation of the physical and human resources in these municipalities.

The mission of the Central Vermont Regional Planning Commission is to act as the principal forum for planning, policy and community development in the region. CVRPC will do this by providing planning and technical assistance that meets the needs of the member municipalities and the public, while remaining consistent with federal and state requirements. CVRPC work will result in the development and implementation of plans that support sustainable development and improve the region's quality of life and environment.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Financial Reporting Entity

This report includes all of the funds of CVRPC. The reporting entity consists of the primary government; organizations for which the primary government is financially accountable; and other organizations for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. The primary government is financially accountable if it appoints a voting majority of the organization's governing body and is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or impose financial burdens on the primary government. The primary government is financially accountable if an organization is fiscally dependent on and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government, regardless of whether the organization has a separately elected governing board; a governing board appointed by a higher level of government; or a jointly appointed board. Based on these criteria, there are no other entities that should be combined with the financial statements of CVRPC.

Basis of Presentation

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

Operating revenues include grant revenue, project and community match revenues, and consulting revenues and result from transactions associated with the principal activities of the organization. Nonoperating revenues, such as investment earnings result from nonexchange transactions or ancillary activities.

Measurement Focus

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

Basis of Accounting

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

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

Donated Services

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

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, CVRPC considers all unrestricted highly-liquid investments with an initial maturity of three months or less to be cash and cash equivalents.

Investments

CVRPC invests in investments as allowed by State Statute. Investments with readily determinable fair value are reported at their fair values on the balance sheet. Unrealized gains and losses are included in revenue.

Capital Assets

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

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

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

Right to Use Leased Assets

CVRPC has recorded the right to use leased assets as a result of implementing GASB 87. The right to use assets are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease in service. The right to use assets are amortized over the life of the related lease. CVRPC records the right to use leased assets and the related liability for any noncancellable leases with terms exceeding 12 months which management deems material.

Long Term Liabilities

Long Term Liabilities includes CVRPC's liability for future minimum lease payments measured at the net present value of the payments using its incremental borrowing rate.

New Accounting Standard

Effective June 30, 2023, CVRPC implemented GASB Statement No. 96, "Subscription-Based Information Technology Arrangements". GASB Statement No. 96 increases the usefulness of governmental financial statements by requiring recognition of certain subscription-based information technology arrangements. CVRPC currently has no significant subscription-based information technology arrangements applicable to this Statement.

2) CASH AND INVESTMENTS

Cash consists of deposits with financial institutions and investments consists of a certificate of deposit. CVRPC has a policy that requires cash to be deposited with financial institutions with an office in Vermont. Also, the policy requires limiting custodial credit risk by requiring the deposits to be covered by depository insurance or collateral.

Cash and investments as of June 30, 2023 consist of the following:

Cash:	
Deposits with Financial Institutions	\$ 890,798
Investments:	
Certificate of Deposit	<u>201,042</u>
Total Cash and Investments	<u>\$1,091,840</u>

CVRPC has one (1) certificate of deposit at North Country Federal Credit Union in the amount of \$201,042 with an interest rate of 4.2% that matures on November 14, 2023.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of failure of the counter-party (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investments or collateral securities that are in possession of another party. The Organization's cash and certificate of deposit are exposed to custodial credit risk as follows:

	<u>Book Balance</u>	<u>Bank Balance</u>
FDIC or NCUA Insured	\$ <u>1,091,840</u>	\$ <u>1,091,840</u>
Total	\$ <u><u>1,091,840</u></u>	\$ <u><u>1,091,840</u></u>

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

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. CVRPC does not have any policy to limit the exposure to interest rate risk. CVRPC's certificate of deposit is not subject to interest rate risk disclosure.

3) RECEIVABLES

Receivables consist of amounts due from grants, contracts and other items. Central Vermont Regional Planning Commission uses the allowance method for uncollectible receivables. Management has reviewed the accounts and determined that an allowance for doubtful accounts of \$0 is appropriate at June 30, 2023.

Receivables are comprised of the following:

Grants and Contracts	\$ 164,618
Municipal Services and Other	<u>830</u>
Total	<u><u>\$ 165,448</u></u>

4) PROPERTY AND EQUIPMENT

Property and Equipment balances were as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Capital Assets, Being Depreciated:				
Office Furniture and Equipment	\$ 47,030	\$ 0	\$ 0	\$ 47,030
Leasehold Improvements	2,597	0		2,597
Less Accumulated Depreciation	<u>(38,436)</u>	<u>(3,433)</u>		<u>(41,869)</u>
Capital Assets, Net at June 30, 2023	<u><u>\$ 11,191</u></u>	<u><u>\$ (3,433)</u></u>	<u><u>\$ 0</u></u>	<u><u>\$ 7,758</u></u>

5) RIGHT TO USE LEASED ASSETS

CVRPC has one Right to Use Leased Asset for its office in Montpelier, Vermont. See Note 10 for details of the related lease liability. The right to use the leased asset is amortized on a straight-line basis over 120 months, the life of the lease entered into on October 1, 2021.

The Right to Use Leased Asset has activity as follows for the year ended June 30, 2023:

Balance, July 1, 2022	\$309,988
Less: Amortization	<u>(33,513)</u>
Balance, June 30, 2023	<u><u>\$276,475</u></u>

6) UNEARNED GRANT REVENUE

For the year ended June 30, 2023, CVRPC had received grant funds that have not yet been spent for the intended purpose. These funds will be spent in fiscal year 2024 and recognized as revenue:

BGS-MERP	\$ 120,000
CWSP Formula	348,717
ACCD – Pandemic Response and Energy -	194,287
Other	<u>4,000</u>
Total Unearned Grant Revenue	<u>\$ 667,004</u>

7) FEDERAL STATE AND OTHER GRANTS

Federal, State and Other Grants consist of the following:

Public Safety	\$ 58,701
Natural Resources	285,632
Transportation	169,263
ACCD	335,984
Community Development	95,517
Municipal Contracts	<u>51,405</u>
Total	<u>\$ 996,502</u>

8) RETIREMENT PLAN

Defined Contribution Plan

The Commission established a Simplified Employee Pension (SEP) plan under which up to 5% of salary or wages is contributed quarterly to individual retirement accounts for each employee. The Plan was established on July 13, 1993 and covers all full-time employees with one (1) year of employment with the Commission. The plan was funded at 5% for the fiscal year ending June 30, 2023 and contributions totaled \$13,418. The Commission's total payroll for the year ending June 30, 2023 was \$472,300 of which \$270,985 was covered by the plan.

9) LINE OF CREDIT

The Commission established a line of credit with a bank dated October 26, 2018, with a maximum available of \$100,000. Interest is charged at prime plus 2%. The purpose of the loan is to fund working capital and grants receivable. The line has been extended to November 1, 2023. There is no balance owed on the line at June 30, 2023. The line is collateralized by all assets of the Commission.

10) LONG-TERM OBLIGATIONS – LEASES

CVRPC has entered into an agreement to lease its office. This lease qualifies as a lease other than a short-term lease under Government Accounting Standards Board (GASB) Statement 87 “Leases”. As required by GASB 87, the present value of the future minimum lease payments have been recorded as liabilities as of the date of the lease inception.

The office lease was executed October 1, 2021 and is for ten years. Monthly payments are \$3,532 through September 2026 and then increase to \$3,642 for the remainder of the lease. The lease liability is measured at a discount rate of 5.3%, which is CVRPC’s incremental borrowing rate. The lease liability results in a right-to-use asset with a net book value of \$276,245 as of June 30, 2023 (see Note 5). The lease liability is \$288,191 at June 30, 2023, of which \$27,918 is current and \$260,273 due after June 30, 2024.

Year Ending June 30	Principal Payments	Interest Payments	Total
2024	\$ 27,918	\$ 14,464	\$ 42,382
2025	29,419	12,963	42,382
2026	31,001	11,381	42,382
2027	33,681	9,696	43,377
2028	35,839	7,869	43,708
Thereafter	130,333	8,077	138,410
Total	\$ <u>288,191</u>	\$ <u>64,450</u>	\$ <u>352,641</u>

11) RISK MANAGEMENT

CVRPC is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. CVRPC maintains insurance coverage covering each of those risks of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to CVRPC. Settled claims have not exceeded this coverage in any of the past three fiscal years.

12) COMMITMENTS AND CONTINGENCIES

Grants and contracts require the fulfillment of certain conditions set forth in the grant or contract. Failure to fulfill the conditions could result in the return of funds to the grantors. Although that is a possibility, management deems the contingency remote, since by accepting the awards and their terms, it has accommodated the objectives of CVRPC to the provisions of the grants.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
SCHEDULE OF OPERATIONS
BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2023

	Budget	Actual	Variance Favorable (Unfavorable)
OPERATING REVENUES			
State of Vermont - Agency of Commerce and Community Development (ACCD)	\$ 545,167	\$ 335,984	\$ (209,183)
Community Development Grants	144,902	95,517	(49,385)
Fee for Services	13,200	9,497	(3,703)
Natural Resources Grants	649,556	285,632	(363,924)
Public Safety Grants	86,515	58,701	(27,814)
Transportation Grants	300,386	169,263	(131,123)
Municipal Contracts	5,434	51,405	45,971
Town Dues	86,985	86,985	0
Other Income	852	6,543	5,691
TOTAL OPERATING REVENUES	1,832,997	1,099,527	(733,470)
OPERATING EXPENSES			
Salaries and Wages	601,806	472,300	129,506
Payroll Taxes and Employee Benefits	231,045	134,732	96,313
Advertising	3,600	2,548	1,052
Consultants and Contract Services	663,181	266,136	397,045
Office Occupancy	46,123	44,903	1,220
Copy and Printing	4,111	2,966	1,145
Depreciation	4,500	3,433	1,067
Dues and Memberships	10,783	11,873	(1,090)
Insurance	5,045	2,421	2,624
Other	2,130	1,701	429
Program Workshops and Meetings	9,460	2,603	6,857
Professional Services	84,500	86,252	(1,752)
Software and Licenses	12,531	6,213	6,318
Supplies	11,848	4,977	6,871
Telephone and Internet	7,080	7,060	20
Travel	14,751	3,520	11,231
TOTAL OPERATING EXPENSES - BUDGETARY BASIS	1,712,494	1,053,638	658,856
OPERATING INCOME/(LOSS) - BUDGETARY BASIS	\$ 120,503	45,889	\$ (74,614)
Reconciliation of Budgetary Basis to GAAP Basis:			
Amortization of Right to Use Leased Asset		(33,512)	
Base Rent Paid		42,382	
Operating Income - GAAP Basis		\$ 54,759	

See Accompanying Independent Auditor's Report.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
SCHEDULE OF DIRECT AND INDIRECT COSTS
FOR THE YEAR ENDED JUNE 30, 2023

	Total	Direct Costs	Unallowable Costs (a)	Allowable Indirect Costs
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Salaries and Wages	\$ 472,300	\$ 279,561	\$ 3,346	\$ 189,393
Payroll Taxes and Employee Benefits	134,732	75,627	950	58,155
Advertising	2,548	265	0	2,283
Consultants and Contract Services	266,136	266,136	0	0
Office Expenses	3,412	1,701	0	1,711
Copy and Printing	2,966	0	0	2,966
Depreciation	3,433	0	0	3,433
Amortization	33,512	0	0	33,512
Dues and Subscriptions	13,438	450	5,841	7,147
Insurance	2,421	0	0	2,421
Other	1,386	174	225	987
Program Workshops and Meetings	2,603	1,264	638	701
Postage	316	39	0	277
Professional Services	64,262	4,800	0	59,462
Audit and Legal Services	21,989	0	0	21,989
Equipment, Repairs & Software	6,213	0	0	6,213
Rent & Utilities	2,521	0	0	2,521
Interest Expense	15,796	0	0	15,796
Telephone and Internet	7,060	0	0	7,060
Travel	3,520	3,107	0	413
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL EXPENSES	\$ <u>1,060,564</u>	\$ <u>633,124</u>	\$ <u>11,000</u>	\$ <u>416,440</u>

(a) Costs Not Allowed under 2 CFR Part 200 Subpart E - Cost Principles.

See Accompanying Independent Auditor's Report.

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Independent Auditor's Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with "Government Auditing Standards"

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in "Government Auditing Standards" issued by the Comptroller General of the United States, the financial statements of the Central Vermont Regional Planning Commission as of and for the year ended June 30, 2023 and the related notes to the financial statements, which collectively comprise the Central Vermont Regional Planning Commission's basic financial statements and have issued our report thereon dated November 16, 2023.

Internal Control Over Financial Reporting

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

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Central Vermont Regional Planning Commission's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses and, therefore, material weaknesses may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

Compliance and Other Matters

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

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Central Vermont Regional Planning Commission's internal control or on compliance. This report is an integral part of an audit performing in accordance with "Government Auditing Standards" in considering the Central Vermont Regional Planning Commission's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sullivan, Powers & Co.

November 16, 2023
Montpelier, Vermont
VT Lic. #92-000180

Sullivan, Powers & Co., P.C.

Certified Public Accountants

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November 16, 2023

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

We have audited the financial statements of the Central Vermont Regional Planning Commission as of and for the year ended June 30, 2023 and have issued our report thereon dated November 16, 2023. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in “Government Auditing Standards”, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

In planning and performing our audit of the financial statements, in accordance with auditing standards generally accepted in the United States of America, we considered the Central Vermont Regional Planning Commission’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Central Vermont Regional Planning Commission’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Central Vermont Regional Planning Commission’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Central Vermont Regional Planning Commission’s financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Central Vermont Regional
Planning Commission

-2-

November 16, 2023

Our consideration of internal control was for the limited purpose described in the second paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

However, we noted other matters during our audit as indicated in the accompanying Schedule of Recommendations that are opportunities for strengthening internal control and operating efficiency. We have discussed the recommendations with the staff during the course of fieldwork and some of the recommendations may have already been implemented

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

We would like to take this opportunity to thank the staff of the Central Vermont Regional Planning Commission for their assistance and cooperativeness throughout our audit. It has been a pleasure working with you.

Respectfully submitted,

Sullivan, Powers & Co.

SULLIVAN, POWERS & CO.
Certified Public Accountants

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
SCHEDULE OF RECOMMENDATIONS
JUNE 30, 2023

Documentation of Internal Control System

A solid understanding of internal control is essential. An organization must continually assess their internal control systems to ensure accurate financial reporting and compliance with laws and regulations. The Commission has documented its control systems in an Administrative and Financial Policies and Procedures document.

We recommend that the Commission update its document to break out the internal control process into the following five areas:

1. Control Environment – Sets the tone of an organization and is the foundation for all other components.
2. Risk Assessment – The identification and analysis of relevant risks to achieve its objectives forming a basis for how risks should be managed.
3. Control Activities – The policies and procedures that help ensure management directives are carried out.
4. Information and Communication – The identification, capture and exchange of information in a form and timeframe that enables people to carry out their responsibilities.
5. Monitoring – The process that assesses the quality of internal control performance over time.

Undeposited Funds Account

In reviewing bank reconciliations there was an uncleared deposit dated August 29, 2022 but meant to be dated August 29, 2023 for \$36,864.30. This debit to the bank account is also equal to the undeposited funds account credit balance at year end which created a net zero impact, however, overstated cash.

We recommend that all balance sheet accounts be reviewed and reconciled at least quarterly.

Sullivan, Powers & Co., P.C.

Certified Public Accountants

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November 16, 2023

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

We have audited the financial statements of the Central Vermont Regional Planning Commission as of and for the year ended June 30, 2023 and have issued our report thereon dated November 16, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and “Government Auditing Standards”, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated October 13, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As part of our audit, we considered the internal control of the Central Vermont Regional Planning Commission. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we also performed tests of the Central Vermont Regional Planning Commission’s compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions was not an objective of our audit.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Planned Scope of the Audit

We performed the audit according to the planned scope previously communicated to you in our engagement letter.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Central Vermont Regional Planning Commission are described in Note I to the financial statements. The Central Vermont Regional Planning Commission adopted the provisions of Governmental Accounting Standards Board (GASB) Statement No. 96, "Subscription – Based Information Technology Arrangements". No other new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the Central Vermont Regional Planning Commission during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were the allowance for uncollectible accounts receivable and the useful lives of property, plant and equipment used to compute depreciation.

Management's estimate of the allowance for uncollectible accounts receivable and the useful lives of property, plant and equipment used to compute depreciation are based on an analysis of the aging of receivables and the nature of the items. We evaluated the key factors and assumptions used to develop the allowance for uncollectible accounts receivable and the useful lives of property, plant and equipment used to compute depreciation in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

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

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

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

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 16, 2023.

Management Consultations with Other Independent Accountants

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

Other Audit Findings or Issues

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

Other Matters

Management has omitted Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the financial statements is not affected by this missing information.

We were engaged to report on the Schedule of Operations – Budget and Actual and Schedule of Direct and Indirect Costs which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We also compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

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

Respectfully submitted,

Sullivan, Powers & Co.

SULLIVAN, POWERS & CO.
Certified Public Accountants



MEMO

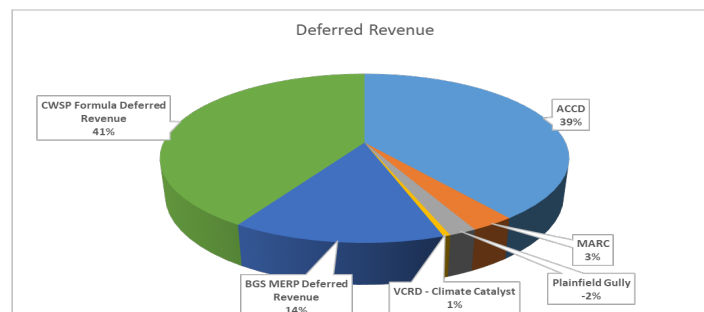
Date: November 16, 2023,
 To: Executive Committee
 From: The Ijaz Group, Contracted Accountant
 Re: Financial Report as of 10/31/2023

☒ **ACTION REQUESTED:** Accept October 31, 2023, unaudited financial reports.

FY24 Summary: CVRPC's FY24 Net Profit is \$155,617 as of October 31st, 2023. The fiscal year-to-date Net Income is higher than budget due of retention of FY24 Town Dues. In FY23, CVRPC had a YTD surplus of \$85,110 through October 31st, 2023.

Balance Sheet

- **Assets** – Billing is substantially complete through 10/31/2023. Aging receivables are at \$767,340. Operating cash is \$180,590, whereas the Savings and CD balance is \$443,832 and Union Bank including Sweep balance is \$352,188 totaling the cash balance to \$976,610. CVRPC works to maintain at least \$100,000 in operating funds for cash flow purposes.
- **Current Liabilities** –
 - CVRPC maintained payable balance at \$215,980. This is higher due to one bill from Paulin Companies of \$158K which was outstanding at month end.
 - Accrued vacation and compensatory time balances are \$12,311 and \$2,372 respectively.
 - ACCD Deferred Income for FY24 stands at \$334,754. Other Deferred Income consists of Plainfield Gully -\$15,711 (This is negative because we need to bill for the milestone) MARC Brownfields \$25,064, VCRD – Climate Catalyst \$4,000, BGS MERP \$120,000 and CWSP Formula \$348,717.



- *Equity* – Equity is assets minus liabilities – the company's value. CVRPC's Total Equity as of 10/31/2023 is \$709,280 and it was \$599,810 and \$630,985 on the same date in 2022 and 2021, respectively.
- *Net Income* of \$155,617 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 10/31/2023, 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 10/31 is 33%.

- *Income* – Total revenue stands at 28% 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 24%, about 9% below the benchmark. Wages, CVRPC's most significant expense, is under the budget at 22%.

Financial Statement Acronyms & Abbreviations Guide

604b	Planning funds originating in Section 604b of the federal Clean Water Act
ACCD	Vermont Agency of Commerce and Community Development
ARPA	American Rescue Plan Act (pandemic recovery funds)
BCRC	Bennington County Regional Commission
BMP	Best Management Practice
BWQC	Basin Water Quality Council
CCRPC	Chittenden County Regional Planning Commission
CD	Certificate of Deposit
CEDS	Comprehensive Economic Development Strategy
CVTA	Cross Vermont Trail Association
CW	Clean Water
CWSP	Clean Water Service Provider
DEC	Vermont Department of Environmental Conservation
DIBG	Design/Implementation Block Grant
DPS	Vermont Department of Public Safety
DCRA	Dependent Care Reimbursement Account
EAB	Emerald Ash Borer
EMPG	Emergency Management Performance Grant
EPA	US Environmental Protection Agency
ERP	Ecosystem Restoration Program
FICA	Federal Insurance Contributions Act (federal payroll tax)

GIS	Geographic Information Systems (computer mapping/analysis program)
GMCU	Green Mountain Credit Union
HMGP	Hazard Mitigation Grant Program
LCBP	Lake Champlain Basin Program
LCPC	Lamoille County Planning Commission
LGER	Local Government Expense Reimbursement
LEMP	Local Emergency Management Plan
LEPC SERC	Local Emergency Planning Committee 5's State Emergency Response Commission
LHMP	Local Hazard Mitigation Plan
MARC	Mount Ascutney Regional Commission (formerly Southern Windsor Co. RPC)
MPG	Municipal Planning Grant
MOA	Memorandum of Agreement (disaster response and recovery assistance)
MRGP	Municipal Roads General Permit
NBRC	Northern Borders Regional Commission
NCFCU	North Country Federal Credit Union
QAPP	Quality Assurance Project Plan
REMC	Regional Emergency Management Committee
RRPC	Rutland Regional Planning Commission
SW	Stormwater
SWCRPC	Southern Windsor County Regional Planning Commission
TBP	Tactical Basin Plan
TPI	VTrans Transportation Planning Initiative
VAPDA	Vermont Association of Planning & Development Agencies (RPCs together)
VOBCIT	Vermont Online Bridge & Culvert Inventory Tool
VOREC	Vermont Outdoor Recreation Economy Collaborative
VDT	Vermont Department of Taxes
VEM	Vermont Emergency Management
WBRD	Wrightsville Beach Recreation District

Central Vermont Regional Planning Commission
Balance Sheet

As of October 31, 2023

Oct 31, 23

Current Assets

Checking/Savings

1004 · Community National Bank (4001)	12,644.34
1010 · Northfield Savings (5839)	239,953.75
1012 · Community National Bank (1801)	167,945.57
1016 · NCFCU - Reserve CD (1002)	203,332.29
1018 · NCFCU - Savings	83.53
1025 · GMCU Savings - 335	462.02
1026 · Union Bank (4794)	250,126.61
1027 · Union Bank ICS Clearing (4794)	102,061.72

Total Checking/Savings	976,609.83
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Accounts Receivable

1200 · Accounts Receivable	767,339.98
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Total Accounts Receivable	767,339.98
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Other Current Assets

1020 · Undeposited Funds	1,374.97
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Total Other Current Assets	1,374.97
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Total Current Assets	1,745,324.78
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Fixed Assets

1501 · Equipment	47,030.18
1502 · Equipment - Accum. Depreciation	(43,013.09)
1505 · Leasehold Improvements	2,597.07
1510 · Lease Asset - Facility	335,121.56
1511 · Lease Asset - Acc. Dep	(58,646.28)

Total Fixed Assets	283,089.44
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Other Assets

1301 · Prepaid Expenses	16,662.24
1320 · Deposits	4,415.00

Total Other Assets	21,077.24
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2,049,491.46

Liabilities

Current Liabilities

Accounts Payable

2000 · Accounts Payable	215,979.98
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Central Vermont Regional Planning Commission
Balance Sheet

As of October 31, 2023

	Oct 31, 23
Total Accounts Payable	215,979.98
Other Current Liabilities	
2102 • Accrued Vacation	12,311.23
2103 • Accrued Compensatory Time	2,371.70
2104 • Accrued 457 Retirement	1,380.38
2105 • Accrued Interest Payable	1,218.81
2200 • Deferred Income	
2201 • ACCD	
2214 • Housing Navigator	27,272.00
2217 • Pandemic Response	60,162.82
2219 • RPC Annual - FY24	247,319.53
Total 2201 • ACCD	334,754.35
2225 • MARC	25,063.68
2230 • Plainfield Gully	(15,711.26)
2240 • VCRD - Climate Catalyst	4,000.00
2245 • BGS MERP Deferred Revenue	120,000.00
2250 • CWSP Formula Deferred Reve	348,717.24
Total 2200 • Deferred Income	816,824.01
2302 • State withholding	6.64
2304 • Dependent Care Deductions	399.90
2306 • Pension Liability- Edward Jones	1,528.56
2309 • Lease Liability - Facility	288,190.58
Total Other Current Liabilities	1,124,231.81
Total Current Liabilities	1,340,211.79
Total Liabilities	1,340,211.79
Equity	
3100 • Unrestricted Net Position	444,974.11
3300 • Invested in Fixed Assets	11,191.60
3900 • Retained Earnings	97,497.18
Net Income	155,616.78
Total Equity	709,279.67
	2,049,491.46

Central Vermont Regional Planning Commission

A/R Aging Summary

As of October 31, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
Addison County Regional Commission							
RES Update	3,441.11	-	1,035.79	715.64	-	5,192.54	Invoice sent on 11/14
Total Addison County Regional Co	3,441.11	-	1,035.79	715.64	-	5,192.54	
Preservation Trust of Vermont, In	-	-	-	-	-	-	
Building and General Services (BGS)							
							Quarterly Invoicing - Sep
							Quarter invoice sent on
Municipal Energy Resilience	2,768.38	-	2,084.31	4,068.64	3,846.51	12,767.84	11/02
Total Building and General Service	2,768.38	-	2,084.31	4,068.64	3,846.51	12,767.84	
Vermont Council on Rural Development.							
Community Visits	423.78	-	-	-	1,484.45	1,908.23	
Total Vermont Council on Rural D	423.78	-	-	-	1,484.45	1,908.23	
ACCD Parent							
							FY24 Q1 Invoice sent on
							10/04, Other is FY23
ACCD	-	135,406.83	20,983.35	-	0.10	156,390.28	Retainage
ACCD 21	-	-	-	-	-	-	
ACCD 22	-	-	-	-	0.01	0.01	
Total ACCD Parent	-	135,406.83	20,983.35	-	0.11	156,390.29	
USDA Rural Development							
							Quarterly Invoicing - Sep
							Quarter invoice sent on
RBDG Plainfield Co-op	2,262.25	-	96.96	2,063.00	18,512.25	22,934.46	11/02
Total USDA Rural Development	2,262.25	-	96.96	2,063.00	18,512.25	22,934.46	
Administration							
Administration	-	-	-	-	-	-	
Total Administration	-	-	-	-	-	-	
Barre City							
Housing Infill Study	106.61	-	-	-	-	106.61	This is from October
Barre City LHMP 23	481.64	-	-	-	-	481.64	This is from October
Total Barre City	588.25	-	-	-	-	588.25	
Berlin	-	-	-	-	-	-	
Calais							

Central Vermont Regional Planning Commission

A/R Aging Summary

As of October 31, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
							Quarterly Invoicing - Sep
							Quarter invoice sent on
Kent Hill BRIC	95.60	-	215.10	1,068.91	239.99	1,619.60	10/23
Total Calais	95.60	-	215.10	1,068.91	239.99	1,619.60	
CCRPC							
Clean Water							
TBP Implement	2,277.56	-	1,920.42	964.35	73.91	5,236.24	Quarterly Invoicing - Sep
TBP Planning	1,253.14	-	382.88	3,231.07	1,821.38	6,688.47	Quarter invoice sent on
Total Clean Water	3,530.70	-	2,303.30	4,195.42	1,895.29	11,924.71	10/27
Total CCRPC	3,530.70	-	2,303.30	4,195.42	1,895.29	11,924.71	
CVFiber - Fee for Service							
CVF - Admin	105.86	-	-	-	-	105.86	This is from October
Total CVFiber - Fee for Service	105.86	-	-	-	-	105.86	
Department of Environmental Conservation							
CWSP Formula							
							Quarterly Invoicing - Sep
							Quarter invoice sent on
Administrative	2,337.66	459.05	2,000.14	3,018.60	-	7,815.45	10/27
Total CWSP Formula	2,337.66	459.05	2,000.14	3,018.60	-	7,815.45	
Upper Winooski							
Calais Moscow Woods	69.62	-	-	26.66	-	96.28	
Woodbury Elem	106.61	-	-	-	-	106.61	
Total Upper Winooski	176.23	-	-	26.66	-	202.89	
CWSP Start-up							
O&M Start-up Activities	754.40	370.94	-	-	-	1,125.34	Monthly Invoicing - Sep
Implementation Prep	1,747.51	1,772.03	-	-	-	3,519.54	Invoice sent on 10/27
Total CWSP Start-up	2,501.91	2,142.97	-	-	-	4,644.88	
Moretown Elem SW Final Desig	-	-	-	-	0.03	0.03	
Plainfield Gully Construction	-	-	-	-	-	-	
Total Department of Environment	5,015.80	2,602.02	2,000.14	3,045.26	0.03	12,663.25	
Department of Public Safety							
EMPG							
Technical Assistance	5,327.01	5,587.39	5,468.08	5,934.52	-	22,317.00	

Central Vermont Regional Planning Commission

A/R Aging Summary

As of October 31, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
Response	109.37	-	-	186.57	-	295.94	Quarterly Invoicing - Sep
REMC	95.60	71.71	1,122.05	23.90	-	1,313.26	Quarter invoice sent on
LEMP	210.04	71.71	505.52	478.01	-	1,265.28	10/27
Total EMPG	5,742.02	5,730.81	7,095.65	6,623.00	-	25,191.48	
EMPG Supplemental							
WiFi	-	-	-	-	(0.01)	(0.01)	
Total EMPG Supplemental	-	-	-	-	(0.01)	(0.01)	
Total Department of Public Safety	5,742.02	5,730.81	7,095.65	6,623.00	(0.01)	25,191.47	
DPS MOA							
July 9, 2023 Event	-	-	21.17	18,798.42	-	18,819.59	Invoice sent on 10/23
Total DPS MOA	-	-	21.17	18,798.42	-	18,819.59	
EMPG							
EMPG 21							
Technical Assistance	-	-	-	-	0.01	0.01	
Total EMPG 21	-	-	-	-	0.01	0.01	
EMPG - Other	-	-	-	-	(0.04)	(0.04)	
Total EMPG	-	-	-	-	(0.03)	(0.03)	
Friend of the Winooski River							
							Quarterly Invoicing - Quarter ending March invoice sent on
Water Wise Woodlands	-	-	-	-	3,752.32	3,752.32	5/11
Total Friend of the Winooski River	-	-	-	-	3,752.32	3,752.32	
Lamoille County PC							
Health Equity							
Projects	-	-	256.41	150.66	113.00	520.07	Quarterly Invoicing - Sep
Toolkit	303.94	-	378.09	145.22	113.00	940.25	Quarter invoice sent on
Total Health Equity	303.94	-	634.50	295.88	226.00	1,460.32	10/27
Lamoille County PC - Other	-	-	-	-	(2.25)	(2.25)	
Total Lamoille County PC	303.94	-	634.50	295.88	223.75	1,458.07	
Montpelier							
VOREC	-	-	-	-	-	-	
Montpelier - Other	-	-	-	-	10,738.42	10,738.42	Town Dues
Total Montpelier	-	-	-	-	10,738.42	10,738.42	

Central Vermont Regional Planning Commission

A/R Aging Summary

As of October 31, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
Mount Ascutney Regional Commission							
Brownfields	-	50,000.00	-	-	49,000.00	99,000.00	Initial and FY24 Advance
DIBG - Barre Auditorium SW De	3,877.50	-	-	-	-	3,877.50	This is from October
							Monthly Invoicing - Sep
DIBG - Moretown School SW In	159,507.72	76,445.87	72,020.95	-	-	307,974.54	Invoice sent on 10/27
Total Mount Ascutney Regional C	163,385.22	126,445.87	72,020.95	-	49,000.00	410,852.04	
Northwest Regional Comm'n							
Municipal Grants in Aid							
FY23 Equipment	-	-	-	-	79.22	79.22	
FY22 Equipment	-	-	-	-	203.65	203.65	
Total Municipal Grants in Aid	-	-	-	-	282.87	282.87	
NBRC Grant Admin							
CVTA - NBRC21GVT11	-	-	69.23	349.43	-	418.66	
Total NBRC Grant Admin	-	-	69.23	349.43	-	418.66	
Total Northwest Regional Comm'n	-	-	69.23	349.43	282.87	701.53	
Orange							
MPM Sidewalks Design	47.81	-	-	-	-	47.81	This is from October
LHMP	-	-	-	979.29	8,488.98	9,468.27	
Total Orange	47.81	-	-	979.29	8,488.98	9,516.08	
Rutland Regional Comm'n							
604b	194.72	-	-	-	26.66	221.38	Will Invoice in December
							Quarterly Invoicing - Sep
ARPA	-	-	71.71	47.81	23.90	143.42	Invoice sent on 10/27
Total Rutland Regional Comm'n	194.72	-	71.71	47.81	50.56	364.80	
Two Rivers Ottauquechee Comm'n							
MTAP							
TRORC MTAP Worcester	1,052.57	-	275.00	-	-	1,327.57	
TRORC MTAP Washington	252.09	-	229.16	-	-	481.25	
TRORC MTAP Roxbury	572.92	-	252.09	-	-	825.01	Monthly Invoicing - Sep
TRORC MTAP Plainfield	389.59	-	343.76	-	-	733.35	Invoice sent on 10/20
Total MTAP	2,267.17	-	1,100.01	-	-	3,367.18	
Total Two Rivers Ottauquechee C	2,267.17	-	1,100.01	-	-	3,367.18	
VAPDA_	-	-	-	-	500.00	500.00	

Central Vermont Regional Planning Commission

A/R Aging Summary

As of October 31, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
VTrans							
TPI							
TPI Special Bike/Ped	334.62	-	-	-	0.03	334.65	
TPI Planning	1,916.05	5,888.28	1,502.97	2,979.22	-	12,286.52	
TPI Data Collect/Manage	3,048.11	4,386.39	2,778.62	1,151.41	-	11,364.53	
TPI Admin	7,241.63	4,783.72	1,703.99	2,192.65	1,082.70	17,004.69	Monthly Invoicing - Sep
TPI Coordination	1,376.19	1,596.98	1,143.09	2,461.61	-	6,577.87	Invoice sent on 10/25
TPI MRGP Support	365.68	64.54	-	-	-	430.22	
TPI Project Develop	-	43.03	234.40	21.51	0.22	299.16	
Total TPI	14,282.28	16,762.94	7,363.07	8,806.40	1,082.95	48,297.64	
VTrans - Other	-	-	-	-	(0.43)	(0.43)	
Total VTrans	14,282.28	16,762.94	7,363.07	8,806.40	1,082.52	48,297.21	
Waitsfield							
Waitsfield LHMP 23	382.41	-	-	-	-	382.41	This is from October
Total Waitsfield	382.41	-	-	-	-	382.41	
Warren	-	-	-	-	2,629.41	2,629.41	Town Dues
Washington	-	-	-	-	(0.50)	(0.50)	Town Dues
Williamstown	-	-	-	-	4,674.95	4,674.95	Town Dues
	204,837.30	286,948.47	117,095.24	51,057.10	107,401.87	767,339.98	

Paid Time Off Liability Balances

As of 10/27/2023

COMPENSATORY TIME

Employee	Wage Rate	Hours	Current Value	Maximum Hours ¹	Maximum Accrual ¹
Chartrand, N.	27.76	0.75	\$ 20.82		
Cubbon, K.	25.48	0.25	\$ 6.37		
Frasca, Lincoln	24.28	1.00	\$ 24.28		
Lash, S.	25.48	9.50	\$ 242.06		
Meyer, C.	48.08	33.25	\$ 1,598.66		
Rock, C.	32.21	0.75	\$ 24.16		
Toohey, E.	28.85	0.00	\$ -		
Voigt, B.	33.65	14.25	\$ 479.51		
		59.75	\$ 2,395.86		

SICK LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Chartrand, N.	27.76	253.61	\$ 7,040.21	270	\$ 7,495.20
Cubbon, Keith	25.48	96.69	\$ 2,463.66	127.31	\$ 3,243.86
Frasca, Lincoln	24.28	9.03	\$ 219.25	36.53	\$ 886.95
Lash, S.	25.48	104.71	\$ 2,668.01	156.83	\$ 3,996.03
Meyer, C.	48.08	57.94	\$ 2,785.76	251.62	\$ 12,097.89
Rock, C.	32.21	286.86	\$ 9,239.76	288	\$ 9,276.48
Toohey, E.	28.85	6.64	\$ 191.56	22.14	\$ 638.74
Voigt, B.	33.65	115.03	\$ 3,870.76	152.40	\$ 5,128.26
		930.51	\$ 28,478.97	1,305	\$ 42,763.40

VACATION LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Chartrand, N.	27.76	96.07	\$ 2,666.90	150	\$ 4,164.00
Cubbon, K.	25.48	76.81	\$ 1,957.12	105.92	\$ 2,698.84
Frasca, Lincoln	24.28	6.89	\$ 167.29	30.39	\$ 737.87
Lash, S.	25.48	20.87	\$ 531.77	130.48	\$ 3,324.63
Meyer, C.	48.08	63.89	\$ 3,071.83	200	\$ 9,616.00
Rock, C.	32.21	19.75	\$ 636.15	160	\$ 5,153.60
Toohey, E.	28.85	18.42	\$ 531.42	18.42	\$ 531.42
Voigt, B.	33.65	81.69	\$ 2,748.87	126.80	\$ 4,266.82
		384.39	\$ 12,311.34	922	\$ 30,493.18

SUMMARY

	<u>Current</u>	<u>Maximum</u>
Total Paid Time Off Liability	\$ 43,186.18	\$ 75,652.44
Maximum versus Current Difference	\$ 32,466.27	Percent of Max 57%

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

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

Profit & Loss Budget vs. Actual

July through October 2023

	Jul - Oct 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 · ACCD				
4101 · ACCD Direct	178,601.34	492,273.00	(313,671.66)	36.28%
Total 4100 · ACCD	178,601.34	492,273.00	(313,671.66)	36.28%
4200 · Community Development				
4220 · MARC Brownfields	54,365.20	50,000.00	4,365.20	108.73%
4230 · NBRC Grant Admin	418.66	3,700.00	(3,281.34)	11.32%
4247 · LCPC- Health Equity	1,460.32	21,500.00	(20,039.68)	6.79%
4248 · LCPC - Flood Bylaw	-	8,500.00	(8,500.00)	0.00%
4249 · VCRD	4,423.78	7,500.00	(3,076.22)	58.98%
4251 · TRORC	6,007.54	-	6,007.54	100.00%
4252 · ACRPC	5,192.54	-	5,192.54	100.00%
4200 · Community Development - Oth	-	14,000.00	(14,000.00)	0.00%
Total 4200 · Community Development	71,868.04	105,200.00	(33,331.96)	68.32%
4300 · Fee for Services				
4302 · Cross VT Trail	-	1,200.00	(1,200.00)	0.00%
4304 · GIS Mapping	-	300.00	(300.00)	0.00%
4308 · WBRD Admin	2,000.00	5,000.00	(3,000.00)	40.00%
4315 · CVFiber	486.97	2,400.00	(1,913.03)	20.29%
4345 · Calais	1,619.60	998.00	621.60	162.29%
Total 4300 · Fee for Services	4,106.57	9,898.00	(5,791.43)	41.49%
4400 · Municipal Contracts				
4431 · BC Road Erosion Inventory	-	818.00	(818.00)	0.00%
4470 · Town of Orange	979.29	-	979.29	100.00%
4471 · BGS - Municipal Energy	12,767.84	54,179.00	(41,411.16)	23.57%
4472 · MPM Sidewalks Design	47.81	-	47.81	100.00%
4473 · LHMP 23	864.05	-	864.05	100.00%
4474 · Housing Infill Study	106.61	-	106.61	100.00%
4400 · Municipal Contracts - Other	4,837.00	-	4,837.00	100.00%
Total 4400 · Municipal Contracts	19,602.60	54,997.00	(35,394.40)	35.64%
4500 · Natural Resources				
4501 · 604B Water Planning	221.38	5,181.00	(4,959.62)	4.27%
4516 · Tactical Basin Planning	14,194.19	19,900.00	(5,705.81)	71.33%
4519 · MARC Design Imp. Block Grant	312,198.52	326,514.00	(14,315.48)	95.62%
4522 · MARC Barre Auditorium SWD	2,570.30	37,793.00	(35,222.70)	6.80%
4530 · DEC Plainfield Gully	13,565.00	38,893.00	(25,328.00)	34.88%
4535 · DEC CWSP Start-up	9,286.94	102,082.00	(92,795.06)	9.10%
4545 · DEC CWSP Formula	7,815.45	1,040,947.00	(1,033,131.55)	0.75%
4565 · DEC Calais Moscow Woods	96.28	-	96.28	100.00%
4570 · Upper Winooski-Woodbury Cal	-	211,479.00	(211,479.00)	0.00%
4575 · DEC Upper WinooskiWoodbury	106.61	-	106.61	100.00%
Total 4500 · Natural Resources	360,054.67	1,782,789.00	(1,422,734.33)	20.20%
4600 · Public Safety				

Profit & Loss Budget vs. Actual

July through October 2023

	Jul - Oct 23	Budget	\$ Over Budget	% of Budget
4602 · EMPG	25,191.48	58,375.00	(33,183.52)	43.16%
4611 · VEM Emergency Operation MO	-	600.00	(600.00)	0.00%
4630 · RRPC ARPA	143.42	2,526.00	(2,382.58)	5.68%
4635 · July 9, 2023 Event	18,819.59	-	18,819.59	100.00%
Total 4600 · Public Safety	44,154.49	61,501.00	(17,346.51)	71.80%
4700 · Town Dues (Parent)				
4701 · Town Dues	86,984.66	86,985.00	(0.34)	100.00%
Total 4700 · Town Dues (Parent)	86,984.66	86,985.00	(0.34)	100.00%
4800 · Transportation				
4803 · Grants in Aid	-	200.00	(200.00)	0.00%
4804 · TPI	47,214.69	290,848.00	(243,633.31)	16.23%
4800 · Transportation - Other	-	16,667.00	(16,667.00)	0.00%
Total 4800 · Transportation	47,214.69	307,715.00	(260,500.31)	15.34%
4900 · Other Income				
4901 · Interest Income	2,581.98	1,600.00	981.98	161.37%
4905 · Dividend Income	2,125.60	372.00	1,753.60	571.40%
Total 4900 · Other Income	4,707.58	1,972.00	2,735.58	238.72%
Total Income	817,294.64	2,903,330.00	(2,086,035.36)	28.15%
Gross Profit	817,294.64	2,903,330.00	(2,086,035.36)	28.15%
Expense				
5000 · Wages and Fringe Benefits				
5001 · Personnel	138,115.89	629,367.00	(491,251.11)	21.95%
5100 · Fringe Benefits				
5101 · FICA	10,980.37	48,423.00	(37,442.63)	22.68%
5110 · Health Insurance	35,361.47	172,429.00	(137,067.53)	20.51%
5112 · Dental Insurance	1,349.10	8,107.00	(6,757.90)	16.64%
5115 · Life Disability Insurance	1,283.00	4,375.00	(3,092.00)	29.33%
5118 · PTO/Comp Accrual	1,104.51	3,835.00	(2,730.49)	28.80%
5120 · Pension Plan - Edward Jones	6,105.22	20,092.00	(13,986.78)	30.39%
5130 · Unemployment Insurance	169.00	900.00	(731.00)	18.78%
5135 · Worker's Comp	1,855.00	3,480.00	(1,625.00)	53.31%
Total 5100 · Fringe Benefits	58,207.67	261,641.00	(203,433.33)	22.25%
Total 5000 · Wages and Fringe Benefits	196,323.56	891,008.00	(694,684.44)	22.03%
5200 · Professional Services				
5201 · Accounting	20,000.00	60,000.00	(40,000.00)	33.33%
5202 · Audit	18,400.00	18,000.00	400.00	102.22%
5203 · IT/Computer	3,209.00	4,300.00	(1,091.00)	74.63%
5204 · Legal	-	3,500.00	(3,500.00)	0.00%
5200 · Professional Services - Other	324.00	-	324.00	100.00%
Total 5200 · Professional Services	41,933.00	85,800.00	(43,867.00)	48.87%
5305 · Advertising	1,254.22	3,600.00	(2,345.78)	34.84%
5315 · Consultants	382,212.99	1,618,269.00	(1,236,056.01)	23.62%
5320 · Depreciation expense	1,144.36	4,500.00	(3,355.64)	25.43%
5325 · Copy				

Profit & Loss Budget vs. Actual

July through October 2023

	Jul - Oct 23	Budget	\$ Over Budget	% of Budget
5326 · Copier extra copies	156.75	1,000.00	(843.25)	15.68%
5327 · Copier Lease Payments	603.11	600.00	3.11	100.52%
Total 5325 · Copy	759.86	1,600.00	(840.14)	47.49%
5330 · Supplies				
5331 · Equipment/Furniture	291.50	9,600.00	(9,308.50)	3.04%
5332 · GIS Supplies	-	500.00	(500.00)	0.00%
5333 · Office Supplies	785.60	3,000.00	(2,214.40)	26.19%
5334 · Billable Supplies	8,800.07	5,000.00	3,800.07	176.00%
5335 · Subscriptions/Publications	80.00	1,698.00	(1,618.00)	4.71%
Total 5330 · Supplies	9,957.17	19,798.00	(9,840.83)	50.29%
5344 · Insurance				
5345 · Liability Insurance	374.00	1,600.00	(1,226.00)	23.38%
5346 · Public Officials Insurance	1,169.00	3,507.00	(2,338.00)	33.33%
Total 5344 · Insurance	1,543.00	5,107.00	(3,564.00)	30.21%
5350 · Meetings/Programs	2,019.81	4,970.00	(2,950.19)	40.64%
5355 · Postage	137.76	1,000.00	(862.24)	13.78%
5360 · Dues/Memberships/Sponsorships				
5361 · Government Relations	1,090.90	-	1,090.90	100.00%
5360 · Dues/Memberships/Sponsorsh	2,434.10	11,545.00	(9,110.90)	21.08%
Total 5360 · Dues/Memberships/Sponso	3,525.00	11,545.00	(8,020.00)	30.53%
5370 · Office Occupancy				
5310 · Cleaning	810.00	3,540.00	(2,730.00)	22.88%
5371 · Rent/Utility Payments	14,127.80	42,383.00	(28,255.20)	33.33%
5370 · Office Occupancy - Other	-	200.00	(200.00)	0.00%
Total 5370 · Office Occupancy	14,937.80	46,123.00	(31,185.20)	32.39%
5375 · Software/Licenses/IT Sub	1,452.95	9,746.00	(8,293.05)	14.91%
5385 · Telephone/Internet	2,387.49	7,080.00	(4,692.51)	33.72%
5390 · Travel	2,158.70	13,262.00	(11,103.30)	16.28%
5990 · Interest Expense	0.71	50.00	(49.29)	1.42%
5999 · Miscellaneous Expenses				
5339 · Gifts	82.43	350.00	(267.57)	23.55%
5380 · Fees				
5382 · Bank Fees	(159.70)	-	(159.70)	100.00%
5383 · DRRA Fees	6.75	-	6.75	100.00%
5380 · Fees - Other	-	630.00	(630.00)	0.00%
Total 5380 · Fees	(152.95)	630.00	(782.95)	-24.28%
5999 · Miscellaneous Expenses - Othe	-	100.00	(100.00)	0.00%
Total 5999 · Miscellaneous Expenses	(70.52)	1,080.00	(1,150.52)	-6.53%
8000 · Indirect Costs	-			
Total Expense	661,677.86	2,724,538.00	(2,062,860.14)	24.29%
Net Ordinary Income	155,616.78	178,792.00	(23,175.22)	87.04%
Net Income	155,616.78	178,792.00	(23,175.22)	87.04%



MEMO

Date: November 30, 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)

Town of Cabot – Local Hazard Mitigation Plan

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

Scope of Work: Develop a single-jurisdiction local hazard mitigation plan intended for FEMA approval.

Funding:

Grant Amount: \$8,140 (Federal funds)

Match Amount: \$0

Match Source: N/A

Performance Period: 12/4/23 – 12/31/24

Staff: Keith Cubbon, Sam Lash, Brian Voigt

Agency of Natural Resources – Flood Bylaws Sub-Grant Agreement

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

Scope of Work:

- 1) Establish and maintain communication / cooperating relationships with municipal officials regarding the flood hazard map and bylaw update process.
- 2) Prioritize engagement with the least responsive NFIP municipalities as needed.
- 3) Support municipal adoption of flood hazard area bylaws to meet or exceed requirements to participate in the National Flood Insurance Program and State's model no adverse impact standards.
- 4) Support the adoption of municipal plans, or local hazard mitigation plans, as needed to enable timely flood hazard area bylaw updates.
- 5) Support appropriate municipal panels as needed to prepare for bylaw updates and administration.
- 6) Support awareness and engagement in the map and bylaw work by municipal officials and the public through: outreach events, website information, newsletters and listservs.
- 7) Support community education with attention to inclusion, meaningful participation, and environmental justice through: outreach, listening sessions, workshops and hearings.
- 8) Provide access to relevant information including: State websites and outreach information on relevant flood hazards, FEMA hazard map update process and community / regional roles or other needed outreach material for municipalities and the public.
- 9) Participate in Monthly meetings held virtually by LCPC.

Funding:

Grant Amount: \$7,417.79 (State funds)

Match Amount: \$0

Match Source: N/A

Performance Period: 7/1/2023 – 5/31/2024

Staff: Brian Voigt, Lincoln Frasca

Note: The Lamoille County Regional Planning Commission is the grant manager on behalf of the Agency of Natural Resources.

CCRPC Northwest Vermont Transit Oriented Development (TOD) (Action Possible)

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

Scope of Work: Participate in the Develop Transit-Oriented Development (TOD) Plans for Barre City, Northfield and Berlin and evaluate ways to improve transit service. The overall grant will be managed by the CCRPC while CVRPC will manage the individual TOD planning efforts in our region. The scope will include:

- Consultant selection
- Consultant scope development
- Project Management
- Participate in project and program meetings
- Provide input on project deliverables.

Funding:

Grant Amount: \$60,000 (Federal funds)

Match Amount: \$0

Match Source: N/A

Performance Period: 2024 – 2026

Staff: CVRPC Transportation Planner; Christian Meyer

CONTRACTS ISSUED

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

Weston & Sampson – Brownfields – 11 No. Main Street, Northfield – Amendment 1

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

Scope of Work:

The recently completed Phase II ESA identified several volatile organic compounds (VOCs) in Site soil gas at concentrations exceeding the residential Vapor Intrusion Standards for Subslab Soil Gas (VIS-SSG). Additional soil gas assessment is required to evaluate the nature and extent of VOCs detected above the residential VIS-SSG. Staff is requesting an amendment to the existing contract to add \$12,975 in contract value and update the scope to support a Supplemental Phase II ESA that is needed to further assess the nature and extent of soil gas contamination. The CVRPC Brownfields Committee has previously endorsed project funding to not-to-exceed \$50,000 for this project.

The supplemental scope includes:

1. Project Management and Work Plan Amendment
2. Soil Gas Assessment
3. Supplemental Phase II ESA report

Funding:

Original Contract Amount: \$34,614

Amended Contract Amount: \$47,589

Match Amount: \$0

Match Source: N/A

Performance Period: 8/1/2023 – 12/31/2023

Staff: Eli Toohey

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

CCRPC-CVRPC-Northfield-Agreement for the Northwest VT TOD Project

Scope of Work: The CCRPC has prepared a Memorandum of Agreement (MOA) for each participating RPC and municipality. This this zero-value agreement, stemming from the CCRPC-CVRPC subgrant agreement, will govern the relationship between the CCRPC, CVRPC, and the Town of Northfield throughout this planning process. The MOA also defines roles and responsibilities to help us best plan for compact, connected, and walkable communities.

Funding: n/a

Performance Period: n/a

Staff: CVRPC Transportation Planner; Christian Meyer

CCRPC-CVRPC-Berlin-Agreement for the Northwest VT TOD Project

Scope of Work: The CCRPC has prepared a Memorandum of Agreement (MOA) for each participating RPC and municipality. This this zero-value agreement, stemming from the CCRPC-CVRPC subgrant agreement, will govern the relationship between the CCRPC, CVRPC, and the Town of Berlin throughout this planning process. The MOA also defines roles and responsibilities to help us best plan for compact, connected, and walkable communities.

Funding: n/a

Performance Period: n/a

Staff: CVRPC Transportation Planner; Christian Meyer

CCRPC-CVRPC-Barre City-Agreement for the Northwest VT TOD Project

Scope of Work: The CCRPC has prepared a Memorandum of Agreement (MOA) for each participating RPC and municipality. This this zero-value agreement, stemming from the CCRPC-CVRPC subgrant agreement, will govern the relationship between the CCRPC, CVRPC, and the City of Barre throughout this planning process. The MOA also defines roles and responsibilities to help us best plan for compact, connected, and walkable communities.

Funding: n/a

Performance Period: n/a

Staff: CVRPC Transportation Planner; Christian Meyer

MTAP Statement of Work – Plainfield

Scope of Work: This zero-value statement of work outlines roles and responsibilities for CVRPC and the participating municipality under the MTAP sub-grant with Two Rivers Ottauquechee Regional Commission. Tasks include:

- Pursue funding or programs to mitigate the economic impacts of the Route 2 VT AOT intersection realignment project and the coinciding closure of the Main Street Bridge.
- Provide municipal stakeholders with assistance soliciting funding to address impacts to the drinking water and wastewater infrastructure related to the Route 2 realignment project.
- Identify local housing partner and funding to support development of new housing.
- Provide technical assistance for the Plainfield Co-op to implement recommendations of the CVRPC sponsored USDA-RD transition study.

Funding: n/a

Performance Period: n/a

Staff: Eli Toohey

MTAP Statement of Work – Worcester

Scope of Work: This zero-value statement of work outlines roles and responsibilities for CVRPC and the participating municipality under the MTAP sub-grant with Two Rivers Ottauquechee Regional Commission. Tasks include:

- Technical support for the procurement and installation of emergency generators for both the Highway Department and municipal office complex.
- Technical support for the installation of a solar array for roof of Office complex to include and the replacement of the old roof
- Technical support for the procurement and installation of a heat pump and solar storage (battery)
- Technical support for the installation of EV chargers at the town offices
- Provide the Worcester Village Water Board with assistance soliciting funding for several needed maintenance project

Funding: n/a

Performance Period: n/a

Staff: Eli Toohey

Cabot

Local Hazard Mitigation Plan

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$8,667.00	Contract Start Date: 10/23/23	Contract End Date: 12/31/24	
Contractor Name: Central Vermont Regional Planning Commission			
Contractor Physical Address: 29 Main Street, Suite 4			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: as above			
City:	State:	Zip Code:	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

SECTION 2 – CONTRACTOR INFORMATION

Contractor UEI: L97JQHE86VX3			
DUNS Registered Name (if different than Contractor Name above):			
SAM checked for DUNS Suspension and Debarment Exclusions (https://sam.gov/content/home . Print Screen Must be Placed in Contract File)			
Date: 10/5/23	Initials: NLC	SAM Expiration Date:	1/30/24
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File)			
Date: 10/3/23	Initials: KAC	Debarment Expiration Date:	N/A
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file)			
Date: 10/5/23	Initials: NLC		
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: 10/5/23	Initials: NLC		
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: 10/11/23	Initials: KAC		
Will the Contractor Charge for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Date: 10/5/23	Initials: KAC		
Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Cabot Local Hazard Mitigation Plan

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

Date: 11/9/23

Initials: KAC

SECTION 3 – FUNDING SOURCE

Funding Type: ☒ Federal CFDA #: 97.047 Program Title: BRIC Grant Program
☐ State Grant #:
☒ Other Source: Municipal

SECTION 4 – CONTACT INFORMATION

TOWN OF Cabot

Project Contact/Coordinator

Name:
 Title:
 Work Phone:
 Email:

Finance/Billing

Name:
 Title:
 Work Phone:
 Email:

CONTRACTOR

Project Contact/Manager

Name: Keith Cubbon
 Title: Planner
 Work Phone: 802-229-0389
 Email: cubbon@cvregion.com

Finance/Billing

Name: Christian Meyer
 Title: Executive Director
 Work Phone: 802-229-0389
 Email: meyer@cvregion.com

Part 2 – Contract Agreement

1. **Parties.** This is a contract for services between the Town of Cabot, (hereafter called "Town"), and Central Vermont Regional Planning Commission, (hereafter called "Contractor"). 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. **Contract Term.** The period of Contractor's performance shall begin on December 4, 2023 and end on December 31, 2024. Either party may cancel this agreement by giving written notice at least thirty (30) days in advance.
3. **Prior Approvals.** Approval by the Selectboard is required for all contracts.
4. **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

Cabot Local Hazard Mitigation Plan

reduced to writing, numbered and signed by the duly authorized representative of the Town and Contractor.

5. **Maximum Amount and Payment Provisions.** In consideration of the services to be performed by Contractor, the Town agrees to pay Contractor, in accordance with the payment provisions specified herein, a sum not to exceed \$8,140.00. In the event that the Town is unable to carry out its responsibilities, the Town agrees to reimburse Contractor for services to complete tasks that would have been performed by the Town as part of the in-kind grant match. Contractor services will be billed at actual cost, which may be a higher rate than municipal or volunteer in-kind services.

Payment shall be contingent upon satisfactory performance by the Contractor. Payment terms shall be Net 30 days from an error-free invoice. Invoices must detail all work performed during the invoice period and the amount(s) payable therefore in accordance with the schedule for deliverables and/or rates for services set forth below. For any schedule for deliverables set forth herein, Contractor shall only submit invoices following Town acceptance of the applicable deliverable or deliverable milestone.

Invoices shall be product based per the schedule below.

<i>Task</i>	<i>Deliverable</i>	<i>Amount</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	\$1,026
2	Draft hazard evaluation Present hazard evaluation at public meeting	\$1,531
3	Draft vulnerability assessment	\$2,786
4	Draft mitigation strategies Present mitigation strategies at public meeting	\$1,617
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	\$813
6	Submit Plan to VEM/FEMA for Approval Pending Adoption Plan adoption by Town Transmittal of adopted plan to FEMA for approval	\$367
<i>TOTAL</i>		<i>\$8,140</i>

6. **Scope of Work.** The subject matter of this contract is Local Hazard Mitigation Plan update. Detailed services to be provided by the contractor are designated in the proposal. A brief overview of services is as follows:

Cabot Local Hazard Mitigation Plan

<i>Task</i>	<i>Deliverable</i>	<i>Date</i>
1	Participate in Planning Team kickoff meeting Finalize work plan and schedule	11/30/23
2	Draft hazard evaluation Present hazard evaluation at public meeting	12/31/23
3	Draft vulnerability assessment	2/28/24
4	Draft mitigation strategies Present mitigation strategies at public meeting	2/28/24
5	Submit draft Plan to Vermont Emergency Management (VEM) Notice and distribute Plan for public comment	3/31/24*
6a	Submit Plan to VEM/FEMA for Approval Pending Adoption	4/30/24*
6b	Plan adoption by Town Transmittal of adopted plan to VEM/FEMA for approval	5/31/24*

*Timing of deliverable depends on when VEM returns comments. Customarily, this is within the 30-day public comment period. Deliverable schedule provides ~two weeks for addressing comments and securing Selectboard approval for final submission.

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

For the Town:

Signature: _____

Name: _____

Title: _____

Date: _____

For the Contractor:

Signature: _____

Name:

Christian Meyer

Title:

Executive Director

Date:

10/4/23

Cabot Local Hazard Mitigation Plan

Contract Provisions

- 1. Governing Law, Jurisdiction and Venue:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by the Town or the Contractor in connection with this Agreement shall be brought in the Superior Court, Civil Division, Washington Unit.
- 2. Independence:** The Contractor will act in an independent capacity and not as officers or employees of the Town or State of Vermont.
- 3. Insurance:** Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the Contractor 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 Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Town.

Workers Compensation: With respect to all operations performed, the Contractor 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 Contractor shall carry general liability insurance. The policy shall be on an occurrence form and limits shall not be less than:

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

Automotive Liability: The Contractor shall carry automotive liability insurance. 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.

Cabot Local Hazard Mitigation Plan

Additional Insured. Contractor shall name the Town and its officers and employees as additional insureds for liability arising out of this Agreement. 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 Town.

4. Fair Employment Practices and Americans with Disabilities Act: Contractor 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. Contractor 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 Contractor under this Agreement. Contractor further agrees to include this provision in all subcontracts.

5. Taxes Due to the State:

- a) Contractor 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) Contractor certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Contractor 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.

6. 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 Contractor 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 Contractor's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Contractor's liability.

7. Whistleblower Protections: The Contractor 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 Contractor 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 Contractor or its agents prior to reporting to any governmental entity and/or the public.

8. Location of State Data: No State data received, obtained, or generated by the Contractor in connection with performance under this Agreement shall be processed, transmitted, stored, or

Cabot

Local Hazard Mitigation Plan

transferred by any means outside the continental United States, except with the express written permission of the State.

9. Fair Employment Practices and Americans with Disabilities Act: Contractor 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. Contractor 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 Contractor under this Agreement.

10. Taxes Due to the State:

- A. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Contractor 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. Contractor understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has not further legal recourse to contest the amounts due.

11. Child Support: (Only applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor 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.

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

Cabot Local Hazard Mitigation Plan

12. No Gifts or Gratuities: Contractor 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.

13. Certification Regarding Debarment: Contractor certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Contractor nor Contractor'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.

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

14. State Facilities: If the State makes space available to the Contractor in any State facility during the term of this Agreement for purposes of the Contractor's performance under this Agreement, the Contractor 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 Contractor on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

15. Requirements Pertaining Only to State-Funded Grants:

- A. **Certification Regarding Use of State Funds:** If Contractor is an employer and this Agreement is a State-funded grant in excess of \$1,001, Contractor certifies that none of these State funds will be used to interfere with or restrain the exercise of Contractor's employee's rights with respect to unionization.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Contractor 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

(End of Contract Provisions)

**LAMOILLE COUNTY PLANNING COMMISSION
STANDARD SUB-GRANT AGREEMENT
With Central Vermont Regional Planning Commission
AGREEMENT# CVRPC-FLOODBYLAWS-FY24**

1. Parties: This is an Agreement for services between the Lamoille County Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 52 Portland Street, 2nd Floor, Morristown, VT 05661, (hereinafter called "LCPC") and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Montpelier, VT, 05602 (hereinafter called "Sub-grantee"). It is the Sub-grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Sub-grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Sub-grant Agreement is to carry out a Scope of Work as described in Attachment A. The funding for this project is made possible through a grant from the Vermont Department of Environmental Conservation to help municipalities update and check Floodplain Bylaws against the latest NFIP checklist in preparation for the rollout of updated FEMA FIRM maps. The Sub-grantee's Scope of Work is listed in Attachment A. The Sub-grantee's Budget is detailed in Attachment B.
3. Maximum Amount: In consideration of the services to be performed by Sub-grantee, the LCPC agrees to pay Sub-grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$7,417.79.
4. Agreement Term: The period of Sub-grantee's performance shall begin July 1, 2023, and end on May 31, 2024.
5. Source of Funds: Vermont DEC Grant #: 06140-2023-FloodHaz-LCPC
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the LCPC and Sub-grantee.
7. General Guarantee: The Sub-grantee shall perform all work in a professional manner and accurately collect and transmit all data gathered pursuant to this Agreement.
8. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.

9. Contact persons for this grant agreement:

LCPC: Alec Jones

P: (802) 851-6350 E: alec@lcpcvt.org

SUB-GRANTEE: Brian Voigt

P: 802.262.1029 E: voigt@cvregion.com

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

Attachment A – Scope of Work to be Performed

Attachment B - Payment Provisions

Attachment C – Standard State Grant Provisions

Attachment D - Financial Report Template

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

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

LAMOILLE COUNTY
PLANNING COMMISSION

SUB-GRANTEE

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Tasha Wallis

Name: Christian Meyer

Title: Executive Director

Title: Executive Director

Agency: Lamoille County Planning Commission

Agency: Central Vermont Regional Planning
Commission

Attachment A

Scope of Work to be Performed

SUB-RECIPIENTS (RPCs) will engage with all municipalities in the RPCs given region to:

1. Assist municipalities update and adopt Flood Hazard Bylaws that meet or exceed NFIP standards. Allowable methods may include:
 - Establish and maintain communication / cooperating relationships with municipal officials regarding the flood hazard map and bylaw update process.
 - Prioritize engagement with the least responsive NFIP municipalities as needed.
 - Support municipal adoption of flood hazard area bylaws to meet or exceed requirements to participate in the National Flood Insurance Program and State's model no adverse impact standards.
 - Support the adoption of municipal plans, or local hazard mitigation plans, as needed to enable timely flood hazard area bylaw updates.
 - Support appropriate municipal panels as needed to prepare for bylaw updates and administration.
 - Support awareness and engagement in the map and bylaw work by municipal officials and the public through:
 - i. Outreach events
 - ii. Website information
 - iii. Newsletters
 - iv. Listserv
 - Support community education with attention to inclusion, meaningful participation, and environmental justice through:
 - i. Outreach
 - ii. Listening sessions
 - iii. Workshops
 - iv. Hearings
 - Provide access to relevant information including:
 - i. State websites and outreach information on relevant flood hazards
 - ii. FEMA hazard map update process
 - iii. Community/regional roles or other needed outreach material for municipalities and the public.
2. Provide Quarterly and Final Reports for bylaw update activities completed that summarize the following information by RPC:
 - Summary of progress made within reporting timeframe.
 - i. Status of the municipal plan and/or bylaw actions needed in the region.
 - ii. Any technical/cost/schedule issues encountered.
 - Recent action by municipal officials
 - Notes on community process
 - Work planned for next quarter.
 - i. Specific needs identified and next steps.
 - Any changes in contact information for appropriate municipal officials
3. Participate in Monthly meetings held virtually by LCPC.

Deliverables:

- Quarterly Progress Reports noting which towns the RPC worked with, progress, and status of that municipality's bylaw update.
- Quarterly Finance Reports showing costs incurred during the reporting period.

Attachment B Payment Provisions

Prior to initiating work under this agreement, LCPC will require all SUB-RECIPIENTS to provide certificates of insurance to show minimum coverages listed in number 8 of Attachment C, and with any additional requirements for insurance as may be set forth elsewhere in this Agreement. The General Liability and Property Damage coverage required for performance of this Agreement shall include Lamoille County Planning Commission as Additional Insured.

The LCPC agrees to compensate the SUB-RECIPIENT for services performed up to the maximum amount stated on page 1 provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

General: The LCPC agrees to pay the SUB-RECIPIENT and the SUB-RECIPIENT agrees to accept, as compensation for the performance of all services, expenses, and materials encompassed under this Agreement, as described in Attachment A, a maximum reimbursement not to exceed \$7,417.79 based upon actual costs.

Payment Procedures: The LCPC shall pay, or cause to be paid, to the SUB-RECIPIENT progress payments for actual costs incurred as determined by using cost records for each expense line item such as hourly rates for the required services covered by this Agreement, and progress reports providing documentation of assistance to municipalities in the area detailed in the Scope of Work above, which will be submitted no more frequently than quarterly and following the Payment Schedule Table below.

The SUB-RECIPIENT must submit invoices for efforts outlined in Attachment A. LCPC requires the time and effort detail for personnel costs and/or detail of direct costs be included with invoices for this Agreement. Itemized back-up documentation for personnel and direct costs during the Agreement period must be retained by the SUB-RECIPIENT for a minimum of five (5) years from the end of the agreement term date and provided upon request. These itemized records shall include dates of service, rates of pay, hours of work performed and any other information to support the amount invoiced to LCPC for reimbursement. The SUB-RECIPIENT certifies the accuracy of costs when signing each invoice.

The LCPC shall pay for all services, expenses, and materials completed or used during the period of this Agreement up to the maximum amount and only that effort will be included on invoices under this Agreement.

Payment must be requested using an invoice showing name of project, period in which work was performed, amount billed to date, and balance.

The LCPC shall seek to make payments within forty-five (45) days of receipt of invoice from the SUB-RECIPIENT. All payments by LCPC under this Agreement will be made in reliance upon the

accuracy of all prior representations by the SUB-RECIPIENT 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.

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

Name: Alec Jones & Georgeana Little
 Address: Lamoille County Planning Commission
 PO Box 1637
 Morrisville, VT 05661
 E-mail: alec@lcpcvt.org & georgeana@lcpcvt.org

Payment schedule:

Work Period #	Work Period Dates	Required Deliverables	Due Date
1	7/01/23-12/31/23	1. Sub-grant Agreement 2. Financial Report 3. Progress Report	1/15/24
2	1/1/24-3/31/24	1. Financial Report 2. Progress Report	4/15/24
3	4/1/24-5/31/24	1. Final Financial Report 2. Final Progress Report	6/7/24

The additional provisions are applicable:

1. The SUB-RECIPIENT shall provide the mutually agreed upon deliverables as listed in Attachment A to the LCPC at the actual billable rates by position. Work performed will be paid at an hourly rate basis. Documentation approved direct costs will be reimbursed by the LCPC up to the budgeted amount. The SUB-RECIPIENT will invoice the LCPC not more frequently than quarterly. The SUB-RECIPIENT will not be paid for any deliverables that were not previously approved by LCPC.
2. If documented work as provided by the SUB-RECIPIENT has not been completed to the satisfaction of the LCPC, as determined by the grant lead, the LCPC 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 LCPC shall not be responsible for the expenses of the SUB-RECIPIENT.

3. The LCPC will measure sufficient progress by examining the performance required under the scope of work in conjunction with the milestone schedule (if applicable), the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The LCPC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
4. If you are required to have an audit, you are to report to LCPC the audit, findings, and Management Response Letter including corrective actions within 6 months after the end of the fiscal year.
5. The SUB-RECIPIENT shall:
 - a. Maintain a copy of all receipts on file for review upon request by LCPC or the state.
 - b. Include a copy of all receipts for direct costs required for reimbursement.
6. Up to 90 days of pre-award costs are NOT allowable under this Agreement as related to scope of work in Attachment A.
7. In the event of a multi-year or overlapping fiscal year Agreement, all expenses incurred in a given fiscal year must be billed in that fiscal year in order to qualify for reimbursement.
8. Final payment will be paid upon receipt and satisfactory review of all deliverables as described in Attachment A, a final financial report documenting expenditure of grant funds, and upon reimbursement to LCPC by VT DEC.

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 nonrenewal 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
FINANCIAL REPORT TEMPLATE

Subrecipient: _____ Grant # _____

Report for period from: _____ through: _____

Item Description	Annual Budget	Less: P1 Expenses	Less P2 Expenses	Less P3 Expenses	Less P4 Expenses	Remaining Balance
<u>Personnel:</u>						
Salaries	\$					
Fringe	\$					
Subtotal Personnel	\$					
<u>Non-Personnel:</u>						
Travel	\$					
Subtotal Non-Personnel Costs						
TOTAL DIRECT COSTS (Personnel + Non-Personnel)	\$					
Indirect Costs	\$					
TOTAL BUDGET/EXPENDITURES	\$					

Authorized Signature: _____ Date: _____

CCRPC Northwest Vermont Transit Oriented Development (TOD) (Action Possible)

Awaiting receipt of contract – will provide for review prior to meeting if received.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Standard Contract

Phase II Environmental Site Assessment

11 North Main Street, Northfield, Vermont

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input type="checkbox"/>		Amendment <input checked="" type="checkbox"/> # 1	
Original Contract Amount: \$34,614 Contract Amendment Amount: \$12,975 Total: \$47,589	Start Date: 08/01/23	End Date: 12/31/2023	
Contractor Name: Weston & Sampson			
Contractor Physical Address: 98 South Main Street, Suite 2			
City: Waterbury	State: VT	Zip Code: 05676	
Contractor Mailing Address: same			
City:	State:	Zip Code:	
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input checked="" type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input checked="" type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

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

Contractor Duns/UEI: UERUKNFQN3D5		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File)		
Date: 8/10/2023	Initials: nc	SAM Expiration Date: 3/23/2024
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment Print Screen Must be Placed in Contract File)		
Date: 8/10/2023	Initials: nc	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 Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 8/10/2023	Initials: nc	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file))		
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.)		

Date: 8/10/2023		Initials: nc	
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> [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 <input type="checkbox"/> No <input checked="" type="checkbox"/> (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	
SECTION 3 – FUNDING SOURCE			
Awarding Entity:	Mount Ascutney Regional Commission		
Contract #:	CVRPC-2023VTBFLDS		
Funding Type:	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Municipal <input type="checkbox"/> Other	CFDA/ALN #: Program Title: MARC Grant Agreement #: 07120-22-18 Source: (ex. private, non-profit, etc.)	Agreement #: 07120-22-18
SECTION 4 – CONTACT INFORMATION			
CVRPC <u>Project Contact/Coordinator</u> Name: Eli Toohey Title: Planner Work Phone: 802.262-1018 Email: toohey@cvregion.com <u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802-229-0389 Email: meyer@cvregion.com		CONTRACTOR <u>Project Contact/Manager</u> Name: Steven Shaw, PG Title: Regional Manager Work Phone: 802.244.5051 Cell Phone (if applicable): Email: ShawS@wseinc.com <u>Finance/Billing</u> Name: Irena Bogdanovic Title: Billing Specialist Work Phone: 978.548.6250 Email: Bogdanovic.Irena@wseinc.com	

Part 2 – Contract Agreement

STANDARD CONTRACT FOR SERVICES

Subject: Agreement #2023-08.A1, entered into by Central Vermont Regional Planning Commission and Weston Sampson, is amended as follows:

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 \$47,589.00

8. Attachments.

Attachment A - Scope of Work to be Performed

All other terms and conditions of this Agreement not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Agreement #2023-03 in its entirety and agrees to be bound by the provisions enumerated therein.

For the CVRPC:

Signature: _____

Name: Christian Meyer

Title: Executive Director

Date: _____

For the Contractor:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A**Scope of Work to be Performed****Objective:**

Undertake a Supplemental Phase II Environmental Site Assessment

Activity(s) to be Performed:

	Activity	Performance Measures	Deliverable Date
1	1.1 Project Management 1.2 Draft Work Plan Amendment 1.3 VT DEC Work Plan Review / Approval	Work Plan submitted to DEC and comments incorporated	12/31/2023
			-
2	2.1 Soil Gas Assessment Field Work 2.2 Laboratory Analysis	Assessment and Analysis complete	12/31/2023
3	3.1 Draft Supplemental Phase II ESA Report 3.2 Stakeholder Meeting 3.3 Final Supplemental Phase II ESA Report	Final Report submitted	12/31/2023

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.*



110 West Canal Street, Suite 202
Winooski, Vermont 05404-2109
802-846-4490

MEMORANDUM OF AGREEMENT

AMONG

Chittenden County Regional Planning Commission (CCRPC),

And

Central Vermont Regional Planning Commission (CVRPC)

And

Town of Northfield

This Agreement is entered into and effective (unless otherwise noted) on _____ among the Chittenden County Regional Planning Commission, an entity created by 24 V.S.A Chapter 117, hereinafter called CCRPC, and the Regional Planning Commission (RPC) and Municipality noted above.

The terms of this Agreement shall remain in force for the duration of the Northwest Vermont Transit-Oriented Development (TOD) Project unless one of the Parties gives 6-months' notice of termination, at such a time all parties shall agree to negotiate a new agreement in good faith.

WHEREAS, The CCRPC has been awarded a federal RAISE planning grant in the amount of \$2,100,000 to develop TOD Plans for Northwest Vermont (Northwest VT TOD project) and evaluate ways to improve transit service that connects rural communities with employment centers and reduce dependency on personal vehicles for commuting; and

WHEREAS, The entities noted above are working together to plan for compact, connected, and walkable communities in Northwest Vermont through TOD planning; and

WHEREAS, The participating municipality is committed to work on a TOD as described in the attached Letter of Intent (LOI).

NOW THEREFORE, it is mutually agreed as follows:

CCRPC Role

As the manager of the Northwest VT TOD project, the CCRPC will be responsible for the following tasks:

- Develop a prequalified consultant pool that the participating RPC and municipality will choose from to develop municipal TOD Master Plans and development regulations;
- Work with municipal and RPC partners to best match consultants that will meet local needs;

- Once a consultant is selected and the scope of work is approved, the CCRPC will execute the consultant agreement for the municipal TOD Master Plan;
- Review and approve monthly invoices from the participating RPC;
- Attend municipal TOD project meetings, as needed;
- Convene monthly/bi-monthly meetings with individual RPCs; and a quarterly meeting with all participating RPCs, as needed;
- Invite participating RPCs and municipalities to Northwest VT TOD project meetings to review other project tasks (market demand study, transit study, and governance study) as appropriate; and
- Manage consultants working on other tasks under the Northwest VT TOD project scope (market demand study, transit study, and governance study).

Participating RPC Role

- Work with the CCRPC and participating municipalities to develop a shortlist of 2-3 land use consultants from the prequalified list;
- Work with the Municipality and the CCRPC to select one consultant for each municipality;
- In collaboration with the Municipality and CCRPC, meet with selected consultant to discuss project specific goals so that the consultant can develop a scope of work consistent with the municipal Letter of Intent (LOI). The scope of work will include tasks, deliverables, schedule, and budget for TOD Master Plans and development regulations in each participating Municipality;
- Provide project management services for each Municipality's TOD project in the region;
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- Participate as appropriate in any other Northwest VT TOD project meetings when invited by the CCRPC; and
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Municipal Role

- Work with your RPC to develop a shortlist of 2-3 land use consultants from the prequalified list;
- In collaboration with your RPC, CCRPC, and the selected consultant, develop a scope of work consistent with the municipal LOI. The scope of work will include specific tasks, deliverables, schedule, and budget for the TOD Master Plan and development regulations in the municipality;
- Communicate frequently and collaborate with your RPC project manager to move the project forward and ensure the timeline and deliverables are met;
- Lead robust public outreach and stakeholder engagement in your community during both the development of the TOD Master Plan and updating of the development

- regulations. Host public meetings as needed;
- Budget adequate staff, municipal planning commission, and other municipal board time over a two-year period, upon execution of the consultant contract, to successfully complete the municipal TOD project;
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Any of the Parties may propose changes to this Agreement. Changes that are mutually agreed upon shall be incorporated as written amendments to this Agreement. No major variation or alteration of the terms of this Agreement will be valid unless made in writing and signed by authorized representatives of the Parties.

This agreement is entered into by the entities below by their authorized representatives.

Chittenden County Regional Planning Commission

Authorized Representative

Date

Central Vermont Regional Planning Commission

Authorized Representative

Date

Town of Northfield

Authorized Representative

Date

MUNICIPAL OFFICES

Town of Northfield, Vermont
www.northfield-vt.gov

Phone 1-802-485-6121
Fax 1-802-485-8426

**51 SOUTH MAIN STREET
NORTHFIELD, VERMONT 05663**

January 20, 2023

Christian Meyer, Acting Director, CVRPC
Charlie Baker, Executive Director, Chittenden County RPC

Dear Mr. Meyer and Mr. Baker:

Please accept this commitment letter from the Town of Northfield, Vermont, which will be followed by a similar letter from our Select Board, to work collaboratively with CVRPC, selected consultant, and CCRPC to develop a TOD Master Plan and bylaws/ development regulations.

The anticipated TOD planning area would include a north-south oriented corridor connecting the community of Northfield Falls at the northernmost point, running through the Designated Village District of Northfield, and terminating at Norwich University at the southernmost point. A map of the area is attached.

Northfield has made substantial efforts previous to this opportunity in the proposed TOD area, including the 2021 replacement of the sidewalk system connecting the downtown to Norwich University, the construction of a bus kiosk at the town common, and grant funding for the scoping of a pedestrian walkway from Northfield's town common to it Dog River Park.

The primary municipal project manager will be the town's Economic Development Director.

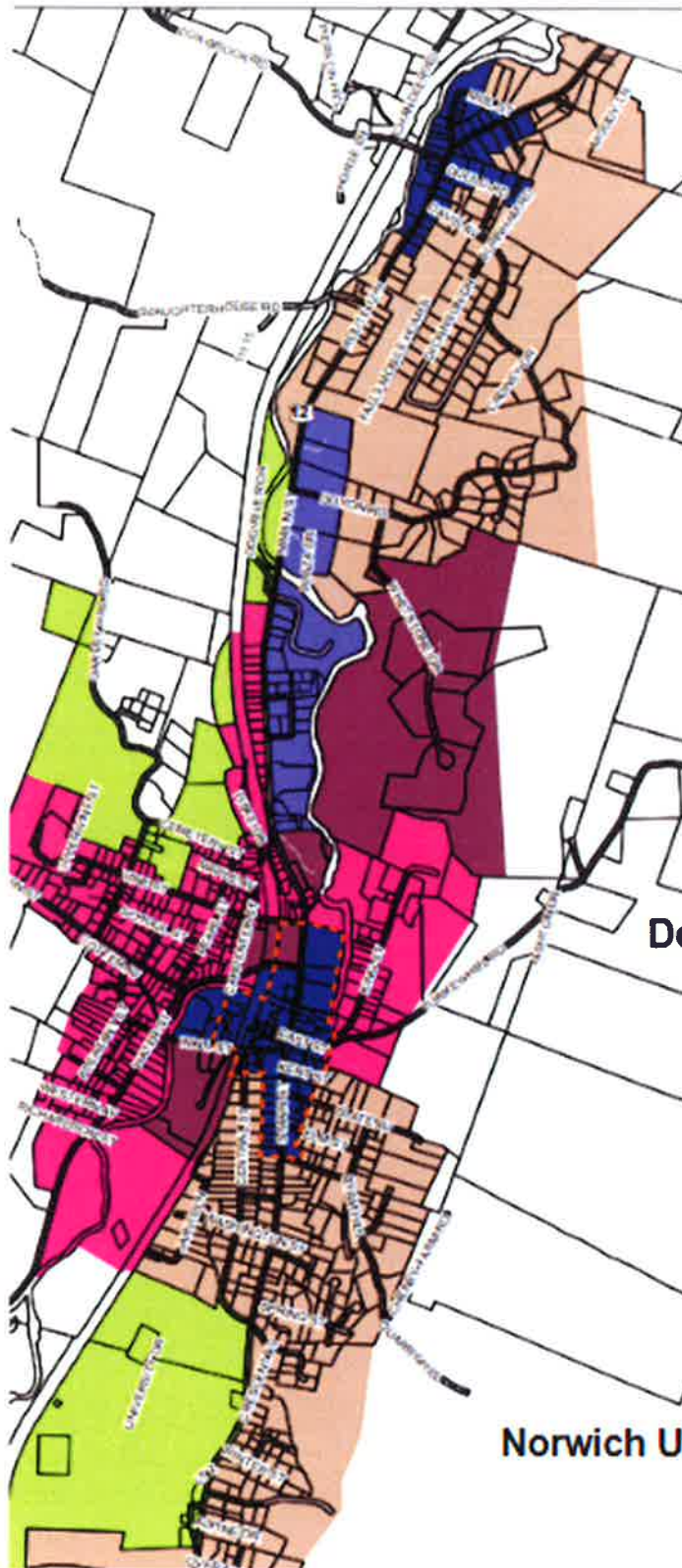
Between the project manager, the Town Manager, the municipal Planning Commission, and Northfield's Economic Development Subcommittee and its Housing Task Force, we estimate dedicating a minimum of five hours per week ongoing through the process.

Northfield hosts a robust communications hub, utilizing a variety of social media tools, and a community website, which it will deploy to alert our residents regarding this opportunity. In addition, we will work with our network subcommittees and community organizations specifically serving under-represented groups to ensure our efforts are highly inclusive.

We appreciate this unique opportunity and thank you for your consideration.

Sincerely,


Jeff Schulz
Northfield Town Manager



Northfield Falls

Designated Village District

Norwich University



MEMORANDUM OF AGREEMENT

AMONG

Chittenden County Regional Planning Commission (CCRPC),

And

Central Vermont Regional Planning Commission (CVRPC)

And

Town of Berlin

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This agreement is entered into by the entities below by their authorized representatives.

Chittenden County Regional Planning Commission

Authorized Representative

Date

Central Vermont Regional Planning Commission

Authorized Representative

Date

Town of Berlin

Authorized Representative

Date



TOWN OF BERLIN, VERMONT

Selectboard:

Brad Towne, Chair
Florence Smith, Vice Chair
Carl Parton, Secretary
David Sawyer
Joe Staab

Municipal Office Building
108 Shed Road
Berlin, Vermont 05602
Telephone: 802-223-4405
Fax Number: 802-223-4404

Town Administrator
Vince Conti

January 20, 2023

Christian Meyer
Acting Director
Central Vermont Regional Planning Commission
29 Main St #4
Montpelier, VT 05602

RE: Transit Oriented Development

Christian it is excited news of the Central Vermont Regional Planning Commission (CVRPC), collaboration with the Chittenden County Regional Planning Commission (CCRPC), in a grant to engage in Transit-Oriented Development (TOD) Planning to develop compact, connected, and walkable communities in Northwest Vermont. The Town of Berlin finds value in joining this effort.

To that end the Town of Berlin commits to the following:

1. A commitment from the Berlin Selectboard to work collaboratively with CVRPC, the selected consultant, and CCRPC to develop a TOD Master Plan and bylaws/ development regulations.
2. The anticipated TOD planning area includes the New England Central Railroad 7-mile ROW and section of the Washington County Railroad Company spur. Attached you will find the Transportation Section of the Berlin Town Plan with corresponding map that included these assets.
3. Also attached is the recent Village Center designation of Riverton, a community that could benefit greatly from the TOD.
4. Thomas J. Badowski is name as Berlin's the primary municipal project manager on the TOD.
5. Berlin estimates 5 hours per week of staff time to support the effort in FY24 and FY25.
6. In early 2024, Berlin will participate in the Vermont Council of Rural Development Community Visit program. This project will include an extensive outreach the community including under-represented elements.

Sincerely

Vince Conti
Assistant Town Administrator

- 1 Provide a multi-modal transportation system that is capable of supporting further growth in the northeast quadrant.
- 2 Increase the number of commuters traveling in or out of Berlin by means other than single-occupancy vehicles (transit, biking, carpooling).

POLICIES

- 1 Promote compact, walkable, higher density neighborhoods in the northeast quadrant to reduce the distance residents need to travel for work, shopping and services, and to encourage greater transit use.
- 2 Focus commercial and industrial development in the northeast quadrant where it can be served by existing transportation infrastructure and transit service.
- 3 Call upon the state and town to maintain and improve highways as necessary to foster growth and development as envisioned in this plan.
- 4 Avoid increasing the total length of roads maintained by the town unless it will improve the efficiency of maintenance operations and/or support development that generates adequate tax revenue to offset increased costs.
- 5 Encourage improved access management on state highways and other high-traffic roads.
- 6 Support and advocate for construction of the Central Vermont Path through Berlin.
- 7 Seek improved accommodation for bicyclists and pedestrians on state highways and other high-traffic roads in the northeast quadrant.
- 8 Require private roads to be constructed in accordance with town road standards and developers to provide a maintenance agreement or equivalent for new private roads.
- 9 Maintain town ownership of Class 4 roads and legal trails as a public recreation resource.

ACTIONS

- 1 Continue to actively participate in the Central Vermont Transportation Advisory Committee to advocate for the state-funded transportation projects needed to further the objectives and policies of this plan.
- 2 Adopt revised land use regulations with adequate standards for access management, curb cuts, driveways and roads to promote a safe and efficient transportation network.
- 3 Develop and adopt a policy regarding the construction and maintenance of sidewalks along public roads.
- 4 Seek implementation of the priority projects listed in Section 3B of this plan.

3. TRANSPORTATION

3A. Existing Conditions

Streets and Highway Network

INTERSTATE 89. Interstate 89 travels through town with Exits 6 and 7 located in Berlin and Exit 8 just across the town line in Montpelier. Construction of I-89 commenced in 1960, but the interstate was not opened in Berlin until 1970 as part of the final segment that completed the full length of the interstate through Vermont and New Hampshire.

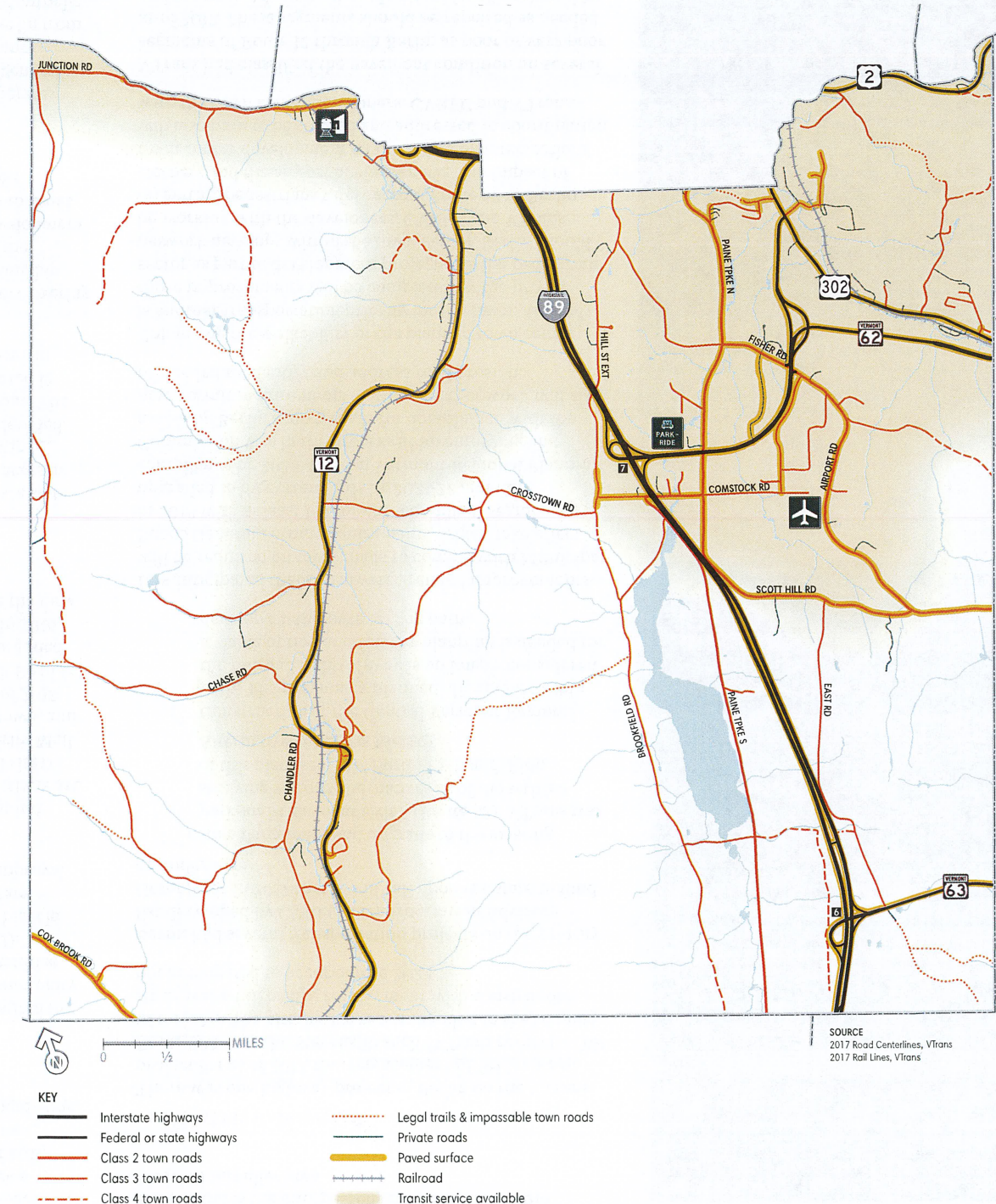
The construction of I-89 has shaped and continues to influence Berlin's land use patterns, particularly the commercial and industrial development in the northeast quadrant. Access to the interstate is clearly an important factor differentiating the eastern and western portions of town. The land west of I-89 is not readily accessible from the interstate and has remained rural, while the land to the east served by Exit 7 has been developed.

FEDERAL AND STATE HIGHWAYS. Federal and state highways form the backbone of Berlin's transportation network and have made it possible for the town to become a regional employment and service center (see "Transportation Map" on page 19). The capacity of these highways to accommodate additional traffic directly affects Berlin's growth potential and the ease with which businesses can locate or expand in town.

There is limited information about the current condition and capacity of these highways. The Vermont Agency of Transportation last updated their highway sufficiency ratings in 2008. The amount of traffic on the highways in Berlin generally declined between 2000 and 2015 (see "Average Annual Daily Traffic Statistics" on page 20) suggesting that there is adequate capacity to accommodate growth. However, according to recent traffic studies undertaken in conjunction with proposed development projects, several key intersections have a level of service of D or E, indicating problems with congestion and safety. These intersections create bottlenecks that restrict the amount of additional traffic the highways can accommodate. The state may require developers to pay for intersection and highway improvements to mitigate traffic impacts of proposed projects through the Act 250 process.

TOWN ROADS. Berlin maintains approximately 51 miles of town road, less than 10 miles of which are paved (see "Transportation Map" on page 19). About 900 residences and businesses were accessed from town roads in 2017. The town has approximately 7.5 additional miles of Class 4 roads that are not maintained for year-round travel and 4 miles of legal trails no longer

Transportation Map



TRANSIT. Green Mountain Transit (GMT) is the public transit provider in central and northwestern Vermont. GMT offers commuter, deviated fixed routes and demand response shuttle service. Various GMT bus routes directly served or traveled through Berlin in 2017. Generally, GMT can provide demand response service within ¾ of a mile of its established routes (see “*Transportation Map*” on page 19). The town appropriates a small amount of funding each year to support Green Mountain Transit (about \$11,000 in 2017). As of 2017 there was also a commuter bus linking Montpelier to Randolph along the I-89 corridor that stopped at the Exit 7 park-and-ride.

Transit Service and Public Parking

PRIVATE ROADS. Private roads serve much of the residential development that has occurred during the past 30 years in Berlin. There were 55 private roads in Berlin totaling more than 9 miles, serving more than 300 residences and businesses as of 2017. It is likely that most future development not accessible from the existing road network would be accessed from private roads. Berlin should ensure that new private roads are built to basic standards and that there is a formal maintenance agreement between the owners of the properties served by the road. This could avoid damage to public infrastructure caused by poorly constructed or maintained private infrastructure or liability for taking over and repairing failed private infrastructure.

The amount spent on town highways each year represents nearly 40% of Berlin’s operating budget (not including capital expenses). That amounted to approximately \$19,000 in highway costs per mile of road in 2017. Given the dispersed, low-density land use pattern in most of Berlin, it is possible for the cost of maintaining a town road to exceed the taxes paid by the properties it serves. As a result, the town seeks to avoid further expansion or substantial upgrades of the town road network in low-density areas.

Severe terrain, water bodies and the interstate have resulted in Berlin being divided into distinct areas with few to no road connections between them. Many town roads travel up into the hills and dead-end. Only one road connects the east and west sides of town – Crossstown Road. This fragmented and discontinuous system of roads reduces the efficiency and increases the cost of road maintenance.

Least Class 3 standards. access for development unless they are upgraded to at General Highway Map. These roads cannot provide maintained but available for recreational use (see Berlin

The New England Central Railroad (NECR) operates approximately 7 miles of track through Berlin generally paralleling the Dog River. The Washington County Railroad Company spur also travels through Berlin from Bare to Montpelier, joining the NECR line at Montpelier Junction. Daily passenger service via Amtrak’s

Rail

The Planning Commission has drafted an Airport Overlay District intended to “ensure a compatible relationship between the airport and other development in the vicinity.” The proposed district would refer development applications to the Airport Manager for review to avoid hazards or adverse impacts to aircraft operations.

Berlin hosts the Edward F. Knap State Airport, a state-owned general aviation airport located on 242 acres in the northeast quadrant of town. The 2009 Edward F. Knap State Airport Business Plan provides a detailed description of the airport facilities and operations. The Development Plan for the airport was last updated in 2010 and shows taxiway and apron improvements in progress at that time and now in place.

Airport

The roughly 150 feet of sidewalk along the Hospital Loop Road is the only public sidewalk in town (there are internal walkways within the hospital and mall sites). It ends at a crosswalk across Fisher Road to Berlin Mall Road. It is maintained by the hospital, not the town, and was a condition of a recent Act 250 permit. As of 2018, the sidewalk did not continue along Berlin Mall Road (a marked walkway was installed in 2017). VTtrans added dedicated bike lanes to a portion of Route 302 in 2016 as a trial road diet project. It is anticipated that the new configuration will be made permanent.

Bicycle and Pedestrian Network

PARKING. The town does not provide any public parking, but VTtrans owns and maintains a 76-space park-and-ride lot at Exit 7/Connecting bus service on several routes is available from the lot. As of 2017, VTtrans had identified several deficiencies at this facility as documented in the 2017 Berlin Park-and-Ride Alternatives Analysis Memo.

Enhancing the walkability of the planned town center is another transportation priority for the town. Most of those improvements will be completed by the private sector as part of development projects. As the pedestrian network develops within the town center, Berlin should be working with the developers, CVRPC and VTtrans on getting pedestrians safely across Route 62 to Berlin Corners and the airport business park. The impact of town center development on the Route 62 intersections will also have to be studied and addressed in coordination with the town center developers, CVRPC and VTtrans. VTtrans had classified the pavement condition on several segments of Route 12 through Berlin as poor or very poor as of 2017. These segments should be repaired as needed and repaved. Adequate shoulders for bicycling should be provided wherever feasible on Route 12.

It is anticipated that stormwater-related improvements will be required on town roads to comply with Municipal Roads General Permit requirements, which take effect in 2018 with at least 15% of non-compliant segments upgraded to meet standards by 2021-22 and full compliance by 2036. Central Vermont Regional Planning Commission was in the process of inventorying and assessing Berlin’s town roads for compliance with the new permit requirements in 2018. Further work will also be needed to identify and address road erosion.

➊ An enlargement and upgrade to the existing park-and-ride lot at Exit 7 (Route 62). VTtrans was studying various alternatives as of the writing of this plan (see 2017 Berlin Park-and-Ride Alternatives Analysis Memo). Construction of the Central Vermont Regional Bath. The previously planned alignment within the railroad right-of-way is no longer considered a viable option and further planning is needed to develop a new route for the path.

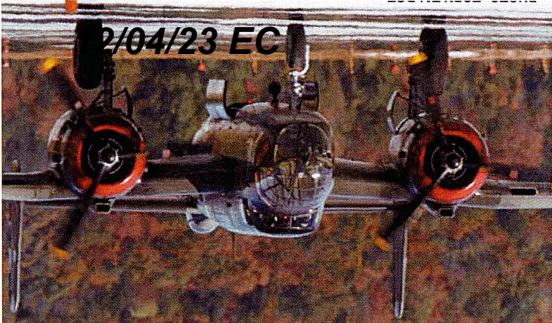
Berlin had several transportation projects on the priority list developed by CVRPC’s Transportation Advisory Committee in 2017 that it will call upon the state to fund or undertake:

➋ There was one highway project in Berlin on the VTtrans project list as of 2017, the replacement of Bridge #3 on Route 302 over the Stevens Branch (VTtrans project #: BR 026-1-(43)). The alternative recommended in the scoping study was a full bridge replacement with construction not anticipated to occur before 2022.

Vermonte line is available from the Montpelier-Berlin Station and is the only passenger rail service in the Barre-Montpelier area.

HIGHWAY	AADT	CHANGE	
		2015	2000-1990
I-89	Exit 5 to Exit 6	20,400	+31%
	Exit 6 to Exit 7	18,500	+23%
US RT 2	Exit 7 to Exit 8	22,100	+7%
	Exit 7 to Exit 8	22,100	+29%
US RT 302	Montpelier line to Berlin St Hwy	13,300	-6%
	Berlin St Hwy to Vt Shopping Ctr	13,400	-11%
US RT 12	Northfield line to Crossstown Rd	3,800	-3%
	Crossstown Rd to Dog River Rd	3,700	-14%
VT RT 62	Exit 7 to Paine Turnpike	13,800	+9%
	Fame Tpke to Berlin Mall Rd	13,600	0%
VT RT 62	Berlin Mall Rd to Fisher Rd	11,400	-7%
	Fisher Rd to Berlin State Hwy EB	17,500	-6%
VT RT 63	Airport Rd to Granger Rd	3,000	-6%
	Granger Rd to US Rt 62	6,600	+8%
BSH	US Rt 62 to US Rt 302	7,000	-1%
	Montpelier line to Fisher Rd	6,300	+3%
PAINE TPKE	Fisher Rd to Route 62	2,800	+133%
	Route 62 to Crossstown Rd	4,900	

Average Annual Daily Traffic Statistics



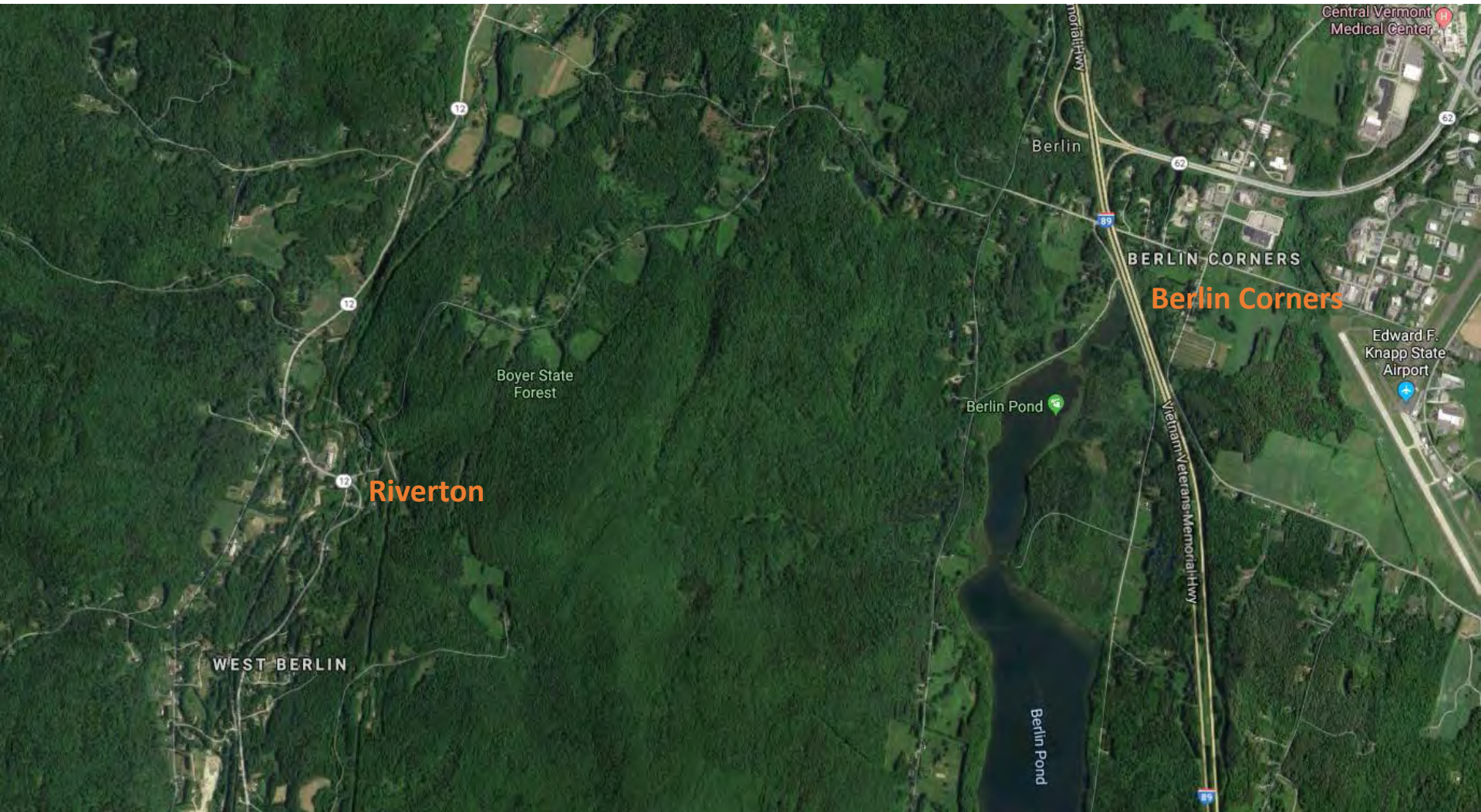
Complete application. All requirements met.

- Cover letter dated 05/21/2019
- Authorization from selectboard on 03/21/2019
- Town planning process confirmed on 10/09/2018 by CVRPC
- CVRPC and CVEDC notified on 04/02/2019
- Color photographs included
- Zoning bylaws and map included
- Boundary map included. Boundary was developed by the town in coordination with DHCD staff

Staff Recommendation

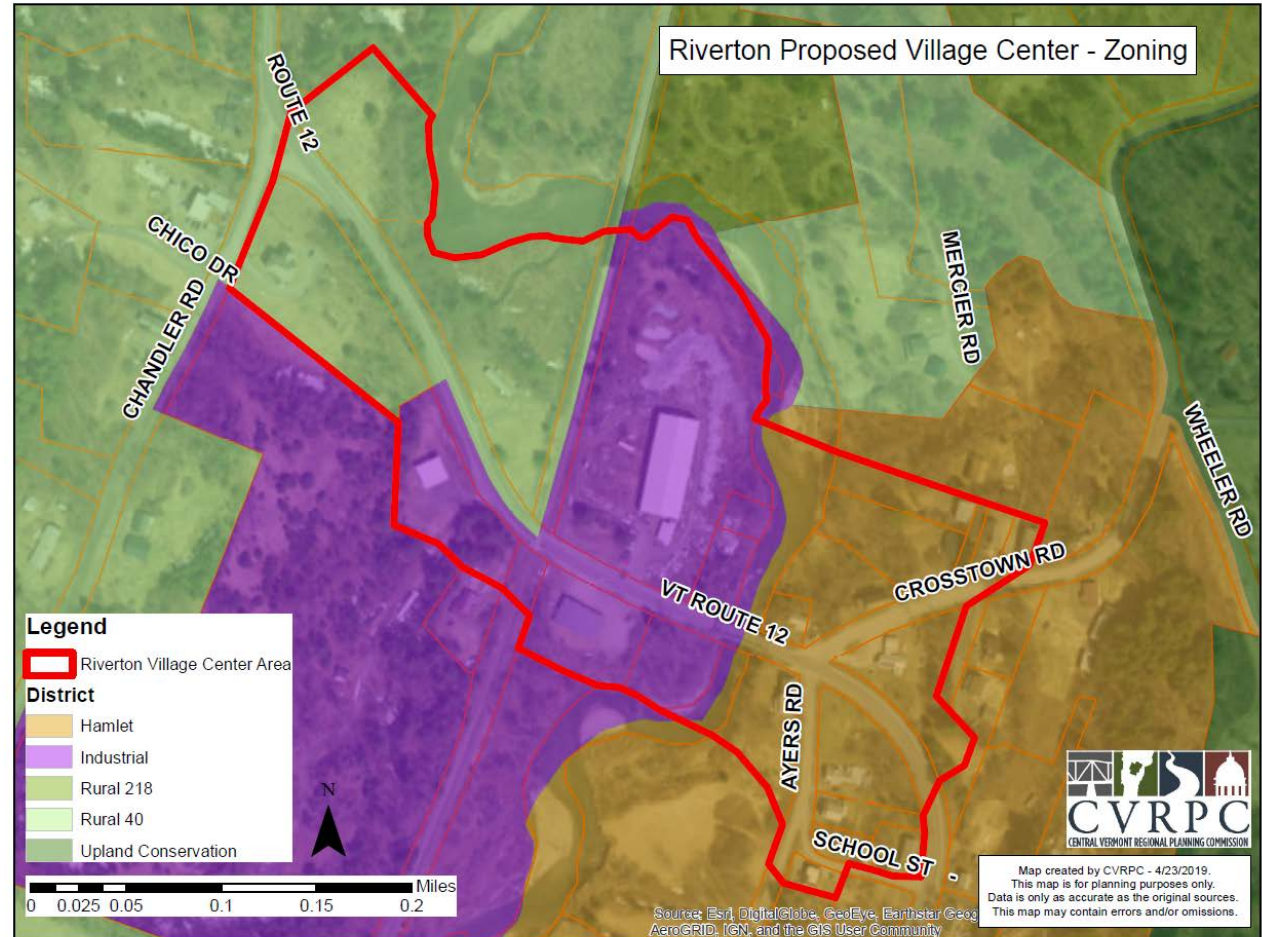
Approve application and award designation





- Updated Town Plan in 2018 with a focus on village revitalization
- Adopted zoning bylaws to allow for greater mix of uses, residential densities, and commercial activity in the village
- Converted old school house to multifamily housing in the village
- New owner purchased general store and has plans to restore it to a commercial and retail space
- Rehabbed the community center to host meetings and retreats
- Investments made in several multifamily housing projects (two complete, one pending) in the village from a local builder

Zoning Bylaws and District Map



The proposed designated boundary is located in the Hamlet, Industrial, and Rural 40 Zoning Districts.

12/04/23 EC



A. View of Historic 4-room schoolhouse (Building 2), now a multi-family home, from Route 12 looking south.

Below: Photo of the historic 4-room schoolhouse.



96
Riverton
Photographs



B. View of the historic 4-room schoolhouse (Building 2) from the cemetery at the northern boundary of the village, looking south.



C. View of White's Fuel (Building 3) from Route 12 looking West.



D. Panoramic Photo of the Fire Station (Building 4), Riverton Memorial, (Building 19), and the Berlin-owned parcel (Building 5) and bridge. View spans from west, to north, to east (from left to right).



E. View of the bridge and the currently unused General Store (Building 12) from Route 12 looking east.



F. View of a historic single family home (Building 19) from Route 12 looking north. Riverton Memorial (Building 19) may be seen across the river in the left side of the photo.



H. View of the 1950's General Store (Building 12), historic duplex (now single family – Building 17), and the community center (Building 13) from the intersection of Crosstown Road and Route 12 looking northeast. The 1870's Church (Building 14) is hidden by trees in this photo, but sits just west of Building 13.



G. View of the historic single family house (now renovated – Building 6), Historic Duplex (Building 7), and original 1800's General Store (now single family home – Building 8) down Ayer's Road from the intersection with Route 12. View is looking south.



I. View of Ayer's Road (with buildings 6 (historic single family), 7 (historic duplex), 8 (1800's general store) in the background) from Crosstown Road, where the 1950's General Store (Building 12) sits in the foreground. View is looking south, and Route 12 bisects this intersection.



J. View of the 1870's Church (Building 14) and Community Center (Building 13) from across Crosstown Road looking north. Shaded by the trees, the duplexes (Buildings 15 and 16) may be seen to the left of the church.

Below: Photo of the historic Methodist church



K. View from google maps of Route 12 heading west. The historic single family house (Building 6) may be seen on the south side of Route 12, while the north side shows the historic single family house (Building 18)

12/04/23 EC



L. View of the 1800's General Store (now single family house – Building 8) and the historic duplex (Building 7) looking Northeast on Ayer's Road.

Below: Historic photo of the two buildings



¹⁰⁰
Riverton
Photographs



M. View of the Historic Post Office (Building 10) at the corner of Ayer's Road and School St looking South.

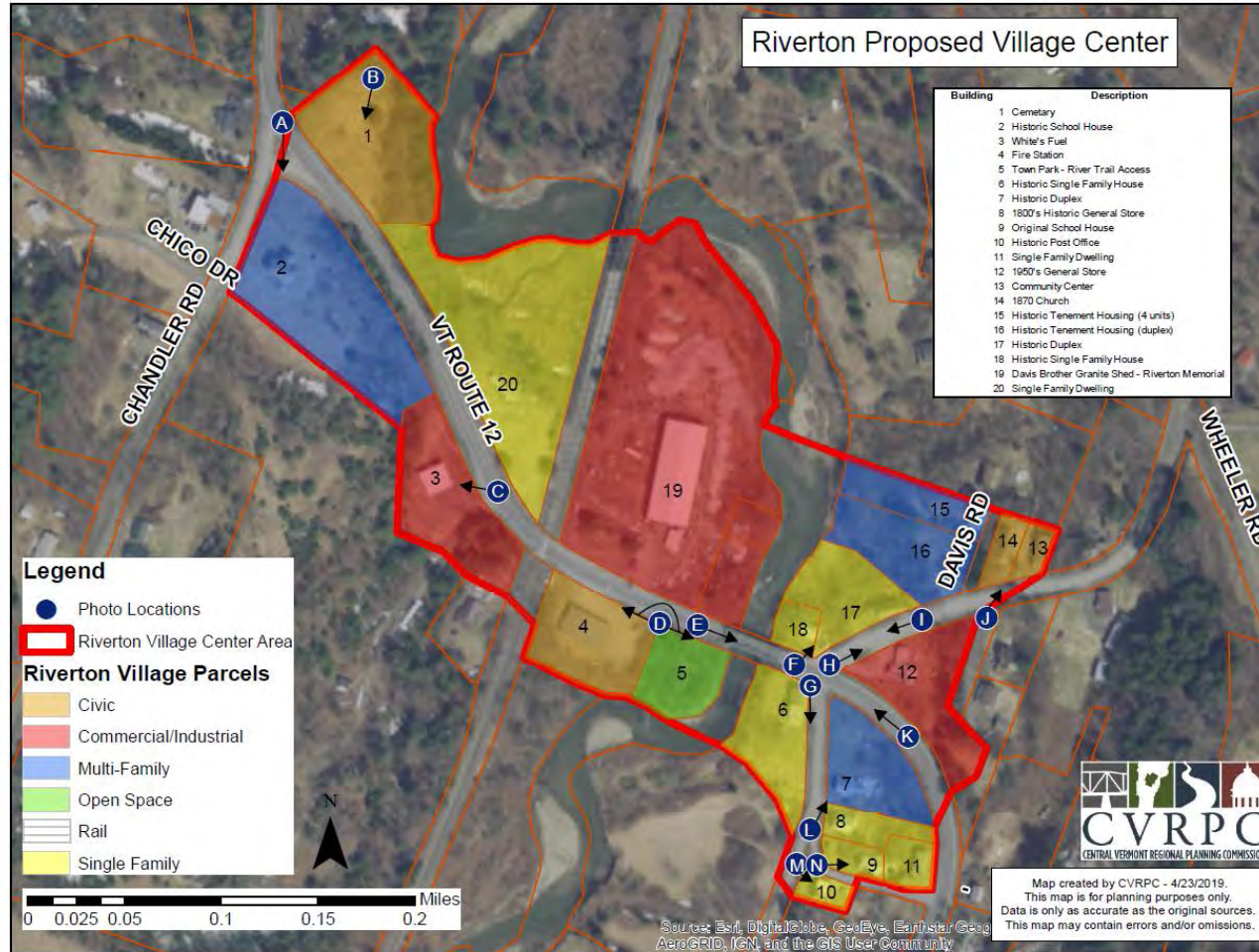


N. View of the current single family house (Building 9) on School St. with another single family house (Building 11) seen behind it to the east.

Below: Historic photo of the single family house (Building 9) when it was the one-room schoolhouse.



Proposed Boundary Map



The proposed boundary runs along Route 12, Crosstown Road, and Ayers Road and includes the Historic School House, town park, community center, church, general store (vacant), and multifamily and single family residences.

The town worked with staff to define the boundary that meets statutory definition and submitted a map that meets the program's requirements.

12/04/23 EC

Riverton Proposed Village Center

103

Building	Description
1	Cemetery
2	Historic School House
3	White's Fuel
4	Fire Station
5	Town Park - River Trail Access
6	Historic Single Family House
7	Historic Duplex
8	1800's Historic General Store
9	Original School House
10	Historic Post Office
11	Single Family Dwelling
12	1950's General Store
13	Community Center
14	1870 Church
15	Historic Tenement Housing (4 units)
16	Historic Tenement Housing (duplex)
17	Historic Duplex
18	Historic Single Family House
19	Davis Brother Granite Shed - Riverton Memorial
20	Single Family Dwelling

Legend

- Photo Locations
- Riverton Village Center Area

Riverton Village Parcels

- Civic
- Commercial/Industrial
- Multi-Family
- Open Space
- Rail
- Single Family

0 0.025 0.05 0.1 0.15 0.2 Miles



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geo, AeroGRID, IGN, and the GIS User Community



Map created by CVRPC - 4/23/2019.
This map is for planning purposes only.
Data is only as accurate as the original sources.
This map may contain errors and/or omissions.

Discussion/Questions and Motion



Staff Recommendation
Approve application and award designation



TOWN OF BERLIN, VERMONT

Selectboard:

Brad Towne, Chair
 Jeremy Hansen, Vice Chair
 Angelina Capron, Secretary
 Florence Smith
 Justin Lawrence

Municipal Office Building
 108 Shed Road
 Berlin, Vermont 05602
 Telephone: 802-223-4405
 Fax Number: 802-223-4404

Town Administrator
 Dana Hadley

May 21, 2019

Richard Amore, AICP
 Planning & Project Manager
 Community Planning + Revitalization
 Vermont Department of Housing and Community Development
 1 National Life Drive, Davis Bldg, 6th Floor
 Montpelier, VT 05620-0501

RE: Town of Berlin – Designated Village Center Application – Village of Riverton

Dear Richard: As you are well aware, the Town of Berlin has taken an aggressive approach with respect to its land use planning and economic growth. The Town adopted a fresh outlook to its Town Plan in August of 2018. This Plan called for the recognition of the historic villages of Riverton and Berlin Corners and to seek Designated Village Center status for each. To that end, the Town approved new Land Use and Development Regulations that promotes this designation. Village center designation supports the revitalization of these small historic centers which the Berlin Selectboard fully encourages.

For purposes of this Application please use the following for me as primary contact:

- Dana Hadley, Town Administrator
- 108 Shed Road, Berlin, VT 05602
- 802-552-8801; townadministrator@berlinvt.org

The following is a list of documents included in this Application:

- Riverton Narrative
- Resolution of Village Center Designation by Selectboard March 21, 2019
- Notification Letter to Central Vermont Regional Planning Commission April 2, 2019
- Notification Letter to Central Vermont Economic Development Corporation April 2, 2019
- Confirmation Planning Process Letter October 30, 2018
- Village Center Designation Map and Photos May 2019
- Municipal Plan Integration August 14, 2018
- Zoning Map and Bylaw Language March 5, 2019

In closing, I want to thank the Central Vermont Regional Planning Commission and yourself for giving both time and expertise. Berlin's future looks brighter for it.

Sincerely,

Dana Hadley

Town Administrator

Riverton

Riverton or West Berlin is a historic hamlet along the Dog River on Route 12 that developed as a small industrial center due to its availability of water power and later access to the railroad. The Town recently envisioned a revitalization of Riverton to somewhat of its former glory by earmarking Riverton in the 2018 Town Plan, as a key area where “Town residents have expressed support for revitalizing this area, which formerly supported more businesses, homes and civic buildings than it does today.”

To that end, the Berlin Planning Commission created a new mixed use zoning district for Riverton which recognizes and maintains its historic settlement patterns. This “Hamlet” district was formally approved by Town residents at Town Meeting, 2019.

The Town Plan further help define the border of the Village Designation area by using the historical travel ways of the Dog River and Route 12 as its skeleton. The “head” of the Village is the historic four room schoolhouse, now a multi-family unit, and Town cemetery as anchor to the north. The “belly” of the Village is the Town Fire Station, Municipal Park and historic industrial complex as anchor in the center. The “feet” of the Village consist of the circa 1870 church and its associated community center, the Village general store and historic post office as anchor to the south.

Several recent revitalization projects have occurred in the Riverton Village including:

- Conversion of old school house (Map #2) to multifamily housing
- New ownership of General Store (Map #12) restoring to commercial and retail space
- Community Center (Map #13) once vacant now used as retreats and community meetings

In conclusion, the Riverton Village Center Designation would support the Town’s land use policies related to maintaining the historic scale and pattern of development, encourage private investment in historic buildings, and promoting infill and improving the walkability of the Town’s existing and planned centers. State designation would offer both the Town and property owners within the designated areas benefits including:

- Owners of income producing historic buildings could access tax credits for eligible improvements
- Land within and near the village center would be eligible for the State’s Neighbor Development program
- Berlin would be more competitive when seeking grant funding for projects in the village center



Resolution for Village Center Designation Application

WHEREAS, the Town of Berlin Selectboard recognizes the importance of its historic centers of Riverton and Berlin Corners and;

WHEREAS, Riverton and Berlin Corners are mixed-use areas that serve the surrounding population with goods and services, civic and religious functions, jobs and residences and;

WHEREAS, the continued social and economic viability of Riverton and Berlin Corners is critical to the Town of Berlin's future growth and prosperity and;

WHEREAS, the State of Vermont, through its Agency of Commerce & Community Development, recognizes the importance of the continued health of these historic centers by establishing the Village Center Designation Program and;

WHEREAS, the Town of Berlin is applying for Village Center Designation for the village of Riverton and the village of Berlin Corners;

Now, THEREFORE, BE IT RESOLVED

1. That the Berlin Selectboard agrees to and supports the applications for Village Center Designation for Riverton and Berlin Corners.

Passed this 21st day of March, 2019.

Town of Berlin Selectboard

Brad Towne

Jeremy Hanson

Angelina Capron

Florence Smith

Justin Lawrence

Bradley Towne
Florence E. Smith
Justin Lawrence



12/04/23 EC

108

TOWN OF BERLIN, VERMONT

Selectboard:

Brad Towne, Chair
Jeremy Hansen, Vice Chair
Angelina Capron, Secretary
Florence Smith
Justin Lawrence

Municipal Office Building
108 Shed Road
Berlin, Vermont 05602
Telephone: 802-223-4405
Fax Number: 802-223-4404

Town Administrator
Dana Hadley

April 2, 2019

Bonnie Waninger
Central Vermont Regional Planning Commission
29 Main Street, Suite #4
Montpelier, VT 05602

RE: Designated Village Centers – Riverton and Berlin Corners

Dear Bonnie:

The Town of Berlin is envisioning itself with pedestrian friendly, walkable neighborhoods that bring together commerce and community, unlike the Town has seen in several generations. This vision began with a comprehensive rewrite of the Town Plan. The plan is a streamlined and succinct policy document that provides a robust foundation for municipal decisions and actions. It focuses on the policies, programs and actions that a small-town government can reasonably pursue. The Plan calls for three areas of the Town, Riverton, Berlin Corners and New Town Center, to have concentrated planning and development efforts to bring this vision to reality. This Plan was approved by the voters by a 2 to 1 margin in August 2018.

With that in mind, the Town of Berlin, with the assistance of your staff, is in the process of developing applications for the Agency of Commerce and Community Development to add Riverton and Berlin Corners to the Designated Village Center program. Village Center designation supports the revitalization efforts of small and medium-sized historic centers. The designation brings financial incentives, training and technical assistance needed to attract new business and vitality to Riverton and Berlin Corners. Once designated, these communities may apply for the neighborhood development area designation to bring additional benefits to build new housing within walking distance of the village centers. It is the intent of the Town to apply for each of these designations by June 1, 2019.

I want to again thank you and your staff for the efforts on behalf of the Town of Berlin. It is exciting times for Berlin.

Sincerely,

Dana Hadley
Town Administrator



12/04/23 EC

109

TOWN OF BERLIN, VERMONT

Selectboard:

Brad Towne, Chair
Jeremy Hansen, Vice Chair
Angelina Capron, Secretary
Florence Smith
Justin Lawrence

Municipal Office Building
108 Shed Road
Berlin, Vermont 05602
Telephone: 802-223-4405
Fax Number: 802-223-4404

Town Administrator
Dana Hadley

April 2, 2019

Jamie Stewart
Central Vermont Economic Development Corporation
P.O. 1439
Montpelier, VT 05601-1439

RE: Designated Village Centers – Riverton and Berlin Corners

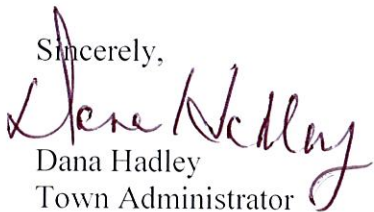
Dear Jamie:

The Town of Berlin is envisioning itself with pedestrian friendly, walkable neighborhoods that bring together commerce and community, unlike the Town has seen in several generations. This vision began with a comprehensive rewrite of the Town Plan. The plan is a streamlined and succinct policy document that provides a robust foundation for municipal decisions and actions. It focuses on the policies, programs and actions that a small-town government can reasonably pursue. The Plan calls for three areas of the Town, Riverton, Berlin Corners and New Town Center, to have concentrated planning and development efforts to bring this vision to reality. This Plan was approved by the voters by a 2 to 1 margin in August 2018.

With that in mind, the Town of Berlin, is in the process of developing applications for the Agency of Commerce and Community Development to add Riverton and Berlin Corners to the Designated Village Center program. Village Center designation supports the revitalization efforts of small and medium-sized historic centers. The designation brings financial incentives, training and technical assistance needed to attract new business and vitality to Riverton and Berlin Corners. Once designated, these communities may apply for the neighborhood development area designation to bring additional benefits to build new housing within walking distance of the village centers. It is the intent of the Town to apply for each of these designations by June 1, 2019.

I want to again thank you and your staff for the efforts on behalf of the Town of Berlin. It is exciting times for Berlin.

Sincerely,


Dana Hadley
Town Administrator



October 30, 2018

Dana Hadley, Town Administrator
Town of Berlin
108 Shed Road
Berlin, VT 05602

Dear Mr. Hadley;

The Central Vermont Regional Planning Commission (CVRPC) held a public hearing on October 4, 2018 to consider approval of *A Town Plan for Berlin, VT (Aug 2018)* and confirmation the Town's planning process. CVRPC reviewed the plan in accordance with 24 V.S.A. § 4350.

The CVRPC Board of Commissioners reviewed public hearing comments at its October 9, 2018 meeting and considered recommendations from its Town Plan Review Committee. The Board concluded *A Town Plan for Berlin, VT (Aug 2018)* should be approved, and it confirmed the Town's planning process. A resolution attesting to the approval and confirmation is enclosed.

The Board of Commissioners noted that - for the Town to retain confirmation of its planning process - progress towards attainment of two State Planning Goals will need to be documented in the municipal plan before CVRPC completes its next consultation in 2022. The two goals are:

- State Planning Goal 3: *To broaden access to educational and vocational training opportunities sufficient to ensure the full realization of the abilities of all Vermonters; and*
- State Planning Goal 13: *To ensure the availability of safe and affordable child care and to integrate child care issues into the planning process, including child care financing, infrastructure, business assistance for child care providers, and child care work force development.*

Confirmation of the Town's planning process means:

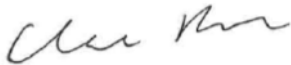
- The municipality's plan will not be subject to review by the Commissioner of Housing and Community Development under 24 V.S.A. § 4351.
- State agency plans adopted under 3 V.S.A. chapter 67 shall be compatible with the municipality's approved plan.

- The municipality may levy impact fees on new development within its borders, according to the provisions of 24 V.S.A chapter 131.
- The municipality shall be eligible to receive additional funds from the municipal and regional planning fund. [municipal planning grants]

CVRPC has copied the Vermont Department of Housing and Community Development on this communication.

Congratulations on the hard work your municipality has put into this process and for supporting the future planning of the Town! Please contact me if you have any questions or need assistance.

Regards,



Clare Rock
Senior Planner

cc: Berlin Planning Commission Chair & VT Department of Housing and Community Development with enclosures



Central Vermont Regional Planning Commission

RESOLUTION

Whereas Title 24, VSA, Section §4350 requires that regional planning commissions, after public notice, shall review the planning process of member municipalities and shall so confirm when a municipality:

1. is engaged in a continuing planning process that, within a reasonable time, will result in a plan that is consistent with the goals contained in 24 V.S.A. § 4302;
2. is engaged in a process to implement its municipal plan, consistent with the program for implementation required under 24 V.S.A. § 4382; and
3. is maintaining its efforts to provide local funds for municipal and regional planning purposes;

Whereas as part of the consultation process, a regional planning commission shall consider whether a municipality has adopted a plan;

Whereas a regional planning commission shall review and approve plans of its member municipalities, when approval is requested and warranted, and a commission shall approve a plan if it finds that the plan:

1. is consistent with the goals established in 24 V.S.A. § 4302;
2. is compatible with its regional plan;
3. is compatible with approved plans of other municipalities in the region; and
4. contains all the elements included in 24 V.S.A. § 4382(a)(1)-(12);

Whereas the Town of Berlin prepared a municipal plan in accordance with 24 V.S.A Chapter 117;

Whereas the Central Vermont Regional Planning Commission concluded that the 2018 Berlin Town Plan, *A Town Plan for Berlin, VT*, meets the requirements for approval; now, therefore, be it

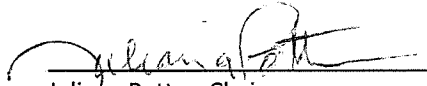
Resolved, that the Central Vermont Regional Planning Commission:

1. approves *A Town Plan for Berlin, VT*, adopted August 4, 2018; and
2. consulted with and confirms the planning process of the Town of Berlin.

Under 24 V.S.A. § 4350, when an adopted municipal plan expires, its approval and confirmation of the municipality's planning process also expire. Recommendations made by the Central Vermont Regional Planning Commission are attached and should be considered when developing the next municipal plan.

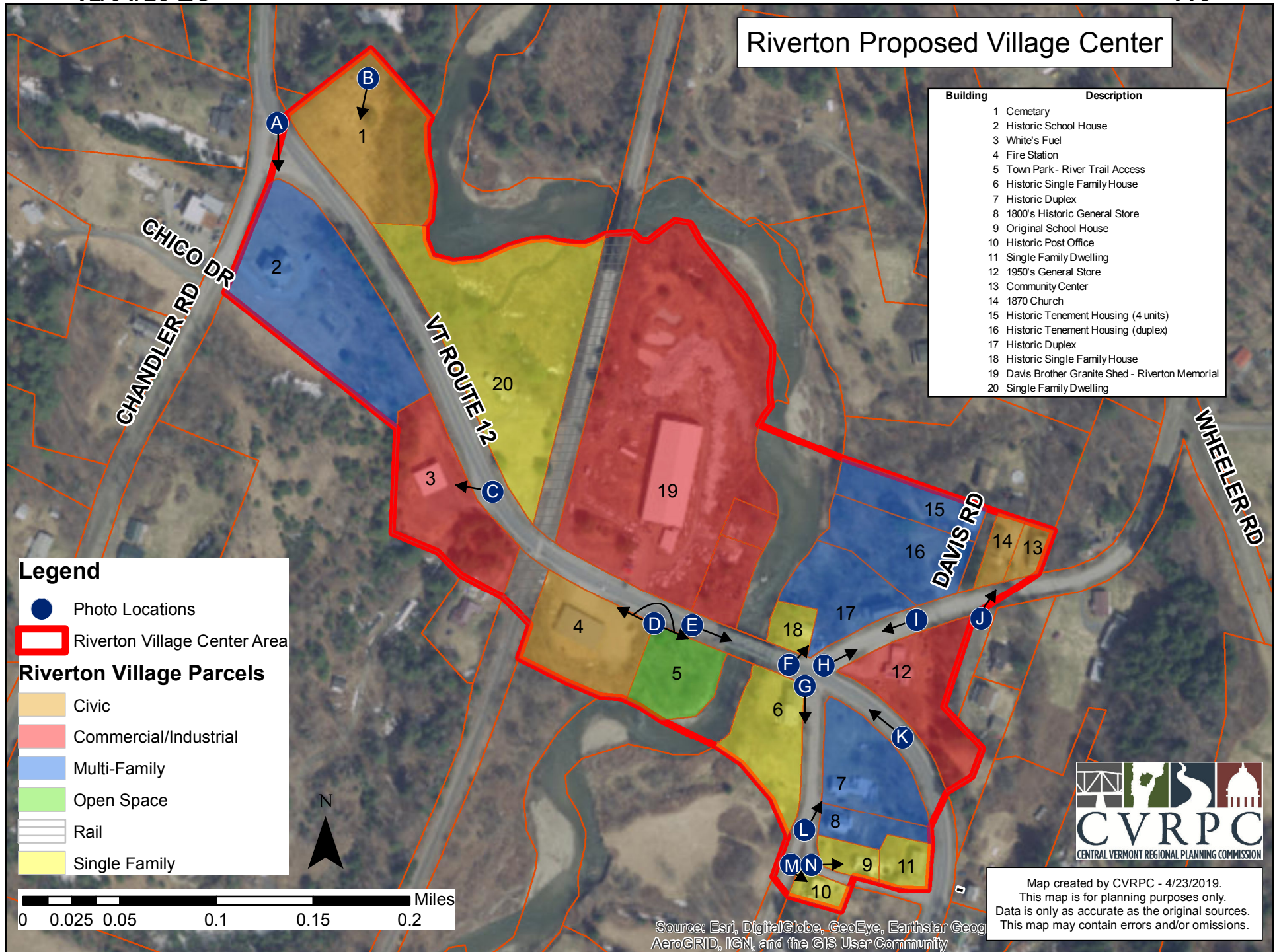
A municipality that has adopted a plan may define and regulate land development in any manner that the municipality establishes in its bylaws, provided those bylaws are in conformance with the plan and are adopted for the purposes set forth in 24 V.S.A. § 4302.

ADOPTED by the Central Vermont Regional Planning Commission on October 9, 2018.

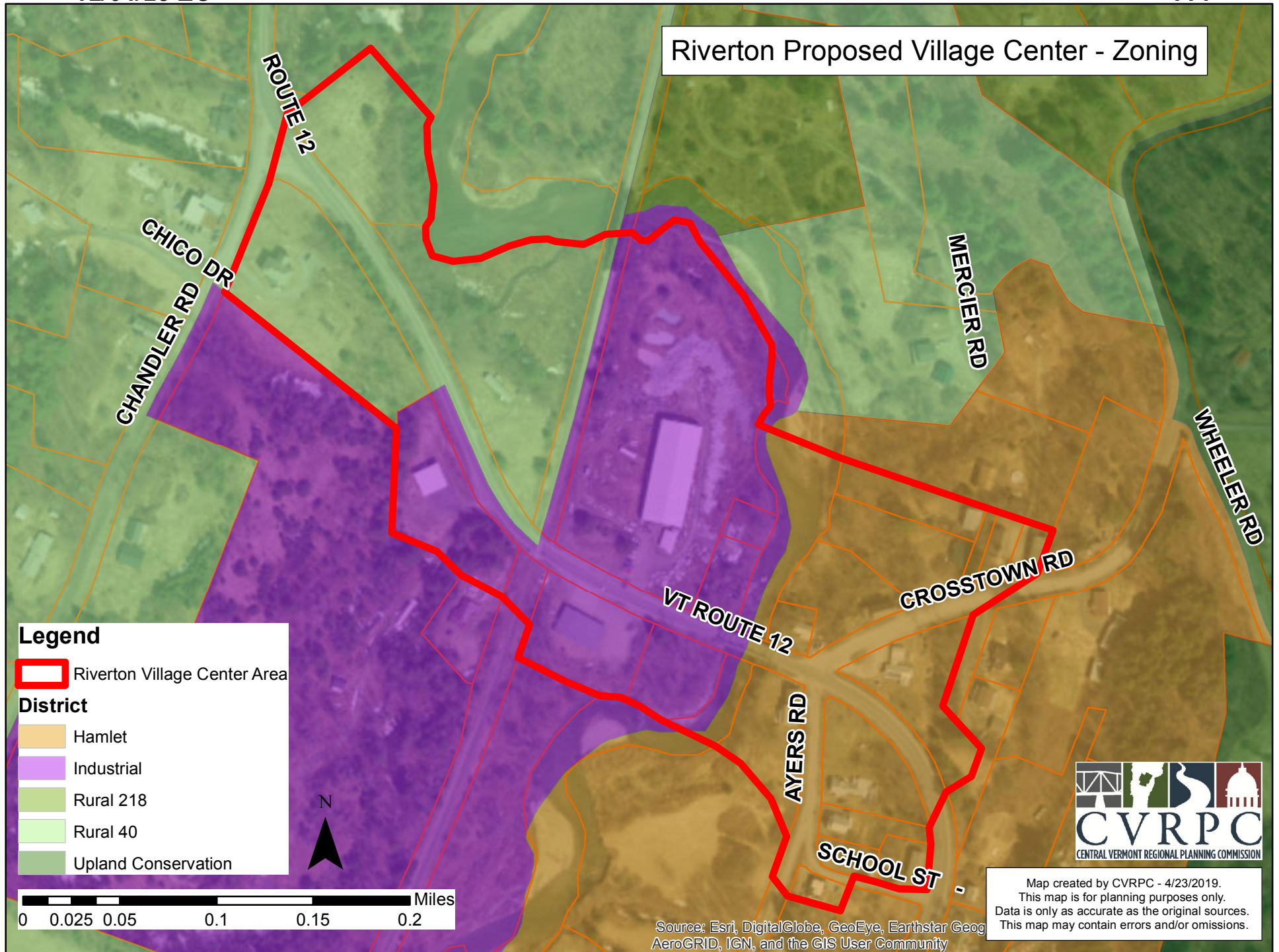

 Julia Potter, Chair

29 Main Street Suite 4 Montpelier Vermont 05602
 802-229-0389 E Mail: CVRPC@CVRegion.com

Riverton Proposed Village Center



Riverton Proposed Village Center - Zoning



Berlin Village Designation: Riverton

Attached Photos & Descriptions

Photos correspond to letters on the attached map. Please use this document to identify relevant views within the village boundary. In numerous cases, historic photos of buildings or views have been included and will be displayed under current photos.



A. View of Historic 4-room schoolhouse (Building 2), now a multi-family home, from Route 12 looking south.

Below: Photo of the historic 4-room schoolhouse.





B. View of the historic 4-room schoolhouse (Building 2) from the cemetery at the northern boundary of the village, looking south.



C. View of White's Fuel (Building 3) from Route 12 looking West.



D. Panoramic Photo of the Fire Station (Building 4), Riverton Memorial, (Building 19), and the Berlin-owned parcel (Building 5) and bridge. View spans from west, to north, to east (from left to right).

See attached file for the full-sized image.



E. View of the bridge and the currently unused General Store (Building 12) from Route 12 looking east.



F. View of a historic single family home (Building 19) from Route 12 looking north. Riverton Memorial (Building 19) may be seen across the river in the left side of the photo.



G. View of the historic single family house (now renovated – Building 6), Historic Duplex (Building 7), and original 1800's General Store (now multi-family home – Building 8) down Ayer's Road from the intersection with Route 12. View is looking south.



- H. View of the 1950's General Store (Building 12), historic duplex (Building 17), and the community center (Building 13) from the intersection of Crosstown Road and Route 12 looking northeast. The 1870's Church (Building 14) is hidden by trees in this photo, but sits just west of Building 13.



- I. View of Ayer's Road (with buildings 6 (historic single family), 7 (historic duplex), 8 (1800's general store) in the background) from Crosstown Road, where the 1950's General Store (Building 12) sits in the foreground. View is looking south, and Route 12 bisects this intersection.



J. View of the 1870's Church (Building 14) and Community Center (Building 13) from across Crosstown Road looking north. Shaded by the trees, the duplexes (Buildings 15 and 16) may be seen to the left of the church.

Below: Photo of the historic Methodist church





- K. View from google maps of Route 12 heading west. The historic single family house (Building 6) may be seen on the south side of Route 12, while the north side shows the historic single family house (Building 18)



L. View of the 1800's General Store (now multi-family home – Building 8) and the historic duplex (Building 7) looking Northeast on Ayer's Road.

Below: Historic photo of the two buildings





M. View of the Historic Post Office (Building 10) at the corner of Ayer's Road and School St looking South.



N. View of the current single family house (Building 9) on School St. with another single family house (Building 11) seen behind it to the east.

Below: Historic photo of the single family house (Building 9) when it was the one-room schoolhouse.



Section 2107. Hamlet (HAM) District

2107.A **Purpose.** The Hamlet District is intended to recognize and reinforce the historic rural hamlet of Riverton by:

- (1) Maintaining a mix of uses within a well-defined, compact area.
- (2) Preserving and extending the traditional settlement pattern characterized by small lots and shallow setbacks.
- (3) Protecting and enhancing historic buildings and rural character.

2107.B **Permitted Uses.** The Zoning Administrator may issue a zoning permit for the following uses:

- | | |
|--|---|
| (1) <u>Single-family dwelling</u> | (15) Indoor recreation |
| (2) <u>Two-family dwelling</u> | (16) Outdoor recreation |
| (3) <u>Accessory dwelling</u> | (17) Religious facility |
| (4) <u>Home occupation</u> | (18) Healthcare facility |
| (5) Home business | (19) Education facility |
| (6) <u>Family childcare home</u> | (20) Government facility |
| (7) Bed and breakfast or inn | (21) Cultural facility |
| (8) Shop or store | (22) Cemetery |
| (9) Lawn, garden or farm supply | (23) Funeral home or cremation facility |
| (10) Office or personal/business service | (24) Daycare facility |
| (11) Restaurant | (25) <u>Essential services</u> |
| (12) Tavern | (26) <u>Communication antenna</u> |
| (13) Media broadcast facility or studio | (27) <u>Agriculture or forestry</u> |
| (14) Data center or information services | |
-
- (28) The applicant must receive site plan approval from the Development Review Board before the Zoning Administrator may issue a zoning permit for any of the uses not underlined.
- (29) The applicant must obtain conditional use approval from the Development Review Board before the Zoning Administrator may issue a permit for construction of more than 3,000 square feet of commercial or industrial space.
- (30) Uses with drive-through or drive-in service are prohibited.

2107.C **Conditional Uses.** The applicant must obtain conditional use approval from the Development Review Board before Zoning Administrator may issue a zoning permit for the following:

- | | |
|--|---|
| (1) Multi-family dwelling | (9) Light industry |
| (2) Congregate living | (10) Warehouse or storage |
| (3) Assisted living | (11) Laboratory or research facility |
| (4) Rooming or boarding house | (12) Wholesale trade |
| (5) Open market | (13) Supervision or rehabilitative services |
| (6) Lumber or building materials sales | (14) Stable or equine facility |
| (7) Fueling station | (15) Extracting, quarrying or stone cutting |
| (8) Repair and service | (16) Rural enterprise |

2107.D **Dimensional Standards.** Land development within this district must conform to the following:

- | | |
|-------------------------|---|
| (1) Lot size | 16,000 sf min for residential uses
40,000 sf min for mixed and nonresidential uses |
| (2) Lot frontage | 90 ft min |
| (3) Lot coverage | 80% max |
| (4) Front setback | 30 ft min as measured from the edge of the external travel lane |
| (5) Side setback | 10 ft min |
| (6) Rear setback | 20 ft min |
| (7) Riparian setback | 20 ft min |
| (8) Residential density | 1 dwelling unit per 8,000 sf of lot area max |
| (9) Floor area ratio | 1.0 max |
| (10) Building footprint | 6,000 sf max |
| (11) Building height | 35 ft max |

2107.E **Access Management Standards.** Applicants must design any land development within this district that requires major site plan approval to eliminate any pre-existing areas with uncontrolled or undefined access from the road in accordance with the access management standards of Section 3203.

Section 2105. Industrial (IND) District

2105.A **Purpose.** The intent of the Industrial District is to attract and retain industrial and service businesses by:

- (1) Providing suitable sites for heavier, more intensive or more land consumptive businesses in proximity to major transportation and utility infrastructure.
- (2) Guiding uses that would be incompatible with industrial uses to other areas of town.
- (3) Protecting surrounding rural and residential districts from any adverse impacts associated with industrial uses.

2105.B **Permitted Uses.** The Zoning Administrator may issue a zoning permit for the following uses:

- | | |
|--|---|
| (1) <u>Accessory dwelling</u> | (15) Salvage yard or recycling facility |
| (2) <u>Home occupation</u> | (16) Composting facility |
| (3) Home business | (17) Funeral home or cremation facility |
| (4) <u>Family childcare home</u> | (18) Parking |
| (5) Contractor's yard | (19) Transit facility |
| (6) Light industry | (20) Rail transportation facility |
| (7) Heavy industry | (21) Truck transportation facility |
| (8) Warehouse or storage | (22) <u>Essential services</u> |
| (9) Laboratory or research facility | (23) <u>Communication antenna</u> |
| (10) Media broadcast facility or studio | (24) Communication tower |
| (11) Data center or information services | (25) <u>Agriculture or forestry</u> |
| (12) Wholesale trade | (26) Extracting, quarrying or stone cutting |
| (13) Indoor recreation | (27) Rural enterprise |
| (14) Outdoor recreation | |
-
- (28) The applicant must receive site plan approval from the Development Review Board before the Zoning Administrator may issue a zoning permit for any of the uses not underlined.
- (29) Accessory dwellings, home occupations or businesses and family childcare homes are allowed only as an accessory use to a pre-existing dwelling.

2105.C **Conditional Uses.** The applicant must obtain conditional use approval from the Development Review Board before Zoning Administrator may issue a zoning permit for the following:

- | | |
|---------------------------------------|---|
| (1) Lawn, garden or farm supply sales | (5) Office or personal/business service |
| (2) Lumber or building supply sales | (6) Government facility |
| (3) Repair and service | (7) Education facility |
| (4) Rental and leasing | (8) Daycare facility |

2105.D **Dimensional Standards.** Land development within this district must conform to the following:

- | | | |
|------|------------------|---|
| (1) | Lot size | 80,000 sf min |
| (2) | Lot frontage | 180 ft min |
| (3) | Lot coverage | 60% max |
| (4) | Front setback | 40 ft min as measured from the edge of the external travel lane |
| (5) | Side setback | 25 ft min or 50 ft if abutting a rural or residential district |
| (6) | Rear setback | 25 ft min or 100 ft if abutting a rural or residential district |
| (7) | Riparian setback | 50 ft min |
| (9) | Floor area ratio | 0.5 max |
| (10) | Building height | 35 ft max |

2105.E **Access Management Standards.** Applicants must design any land development within this district that requires major site plan approval to eliminate any pre-existing areas with uncontrolled or undefined access from the road in accordance with the access management standards of Section 3203.

Section 2109. Rural 218 (RL-218) District

2109.A **Purpose.** The Rural 218 District is intended to protect rural character, working landscape and environmental quality by:

- (1) Promoting the productive use of rural land for farming, forestry and traditional outdoor recreation uses.
- (2) Preventing strip development and rural sprawl along major road corridors.
- (3) Keeping the overall density of residential development low while encouraging clustering of new homes to minimize loss and fragmentation of farmland and forests.
- (4) Protecting fragile natural resources including steep slopes, high elevations, wetlands, surface waters, wildlife corridors and habitat, and large forest blocks.

2109.B **Permitted Uses.** The Zoning Administrator may issue a zoning permit for the following uses:

- | | |
|-----------------------------------|--|
| (1) <u>Single-family dwelling</u> | (8) Religious facility |
| (2) <u>Two-family dwelling</u> | (9) Cemetery |
| (3) <u>Accessory dwelling</u> | (10) <u>Essential services</u> |
| (4) <u>Home occupation</u> | (11) <u>Communication antenna</u> |
| (5) <u>Family childcare home</u> | (12) <u>Agriculture or forestry</u> |
| (6) Bed and breakfast or inn | (13) Stable or equine facility |
| (7) Outdoor recreation | (14) Game, fishing or wildlife reserve |
-
- (15) The applicant must receive site plan approval from the Development Review Board before the Zoning Administrator may issue a zoning permit for any of the uses not underlined.

2109.C **Conditional Uses.** The applicant must obtain conditional use approval from the Development Review Board before Zoning Administrator may issue a zoning permit for the following:

- | | |
|-------------------------------|--------------------------|
| (1) Multi-family dwelling | (7) Government facility |
| (2) Home business | (8) Cultural facility |
| (3) Rooming or boarding house | (9) Daycare facility |
| (4) Contractor's yard | (10) Communication tower |
| (5) Composting facility | (11) Kennel |
| (6) Education facility | (12) Rural enterprise |
-
- (13) Retail uses are only allowed on lots fronting on a Class 2 road or state highway.

2109.D **Dimensional Standards.** Land development within this district must conform to the following:

- (1) Lot size 5 acres min
- (2) Lot frontage 120 ft min
- (3) Lot coverage 20% max
- (4) Front setback 50 ft min from the edge of the external travel lane
- (5) Side setback 20 ft min
- (6) Rear setback 20 ft min
- (7) Riparian setback 50 ft min
- (8) Residential density 1 du per 5 ac max
- (9) Floor area ratio 0.1 max
- (10) Building height 35 ft max

2109.E **Rural Standards.** Applicants must design any land development within this district that requires major site plan or major subdivision approval to meet or exceed the following standards:

- (1) Fitting new development into the rural landscape in a manner that:
 - (a) Keeps development from dominating the view from the road;
 - (b) Maintains scenic views;
 - (c) Incorporates existing site elements such as open meadows, tree lines, landmark trees, or hedgerows; and
 - (d) Keeps the amount of impervious surface to the minimum necessary to accommodate the proposed use; and
 - (e) Minimizes disturbance of steep slopes and alteration of natural grades.
- (2) Locating and designing development to minimize the fragmentation of productive farmland and large forest blocks.
- (3) Preserving open space and natural vegetation to the maximum extent within and around the site.
- (4) Locating and designing outdoor use areas to:
 - (a) Avoid visual clutter;
 - (b) Maintain an attractive roadscape; and
 - (c) Screen utilitarian site elements and functions.

2109.F **Access Management Standards.** Applicants must design any land development within this district that requires major site plan approval to eliminate any pre-existing areas with uncontrolled or undefined access from the road in accordance with the access management standards of Section 3203.

Section 2108. Rural 40 (RL-40) District

2108.A **Purpose.** The Rural 40 District is intended to protect rural character, working landscape and environmental quality by:

- (1) Promoting the productive use of rural land for farming, forestry and traditional outdoor recreation uses.
- (2) Preventing strip development and rural sprawl along major road corridors.
- (3) Keeping the overall density of residential development low while encouraging clustering of new homes to minimize loss and fragmentation of farmland and forests.
- (4) Protecting fragile natural resources including steep slopes, high elevations, wetlands, surface waters, wildlife corridors and habitat, and large forest blocks.

2108.B **Permitted Uses.** The Zoning Administrator may issue a zoning permit for the following uses:

- | | |
|-----------------------------------|--|
| (1) <u>Single-family dwelling</u> | (8) Religious facility |
| (2) <u>Two-family dwelling</u> | (9) Cemetery |
| (3) <u>Accessory dwelling</u> | (10) <u>Essential services</u> |
| (4) <u>Home occupation</u> | (11) <u>Communication antenna</u> |
| (5) <u>Family childcare home</u> | (12) <u>Agriculture or forestry</u> |
| (6) Bed and breakfast or inn | (13) Stable or equine facility |
| (7) Outdoor recreation | (14) Game, fishing or wildlife reserve |
-
- (15) The applicant must receive site plan approval from the Development Review Board before the Zoning Administrator may issue a zoning permit for any of the uses not underlined.

2108.C **Conditional Uses.** The applicant must obtain conditional use approval from the Development Review Board before Zoning Administrator may issue a zoning permit for the following:

- | | |
|-------------------------------|--------------------------|
| (1) Multi-family dwelling | (7) Government facility |
| (2) Home business | (8) Cultural facility |
| (3) Rooming or boarding house | (9) Daycare facility |
| (4) Contractor's yard | (10) Communication tower |
| (5) Composting facility | (11) Kennel |
| (6) Education facility | (12) Rural enterprise |
-
- (13) Retail uses are only allowed on lots fronting on a Class 2 road or state highway.

2108.D **Dimensional Standards.** Land development within this district must conform to the following:

- (1) Lot size 40,000 sf min
- (2) Lot frontage 120 ft min
- (3) Lot coverage 20% max
- (4) Front setback 50 ft min from the edge of the external travel lane
- (5) Side setback 20 ft min
- (6) Rear setback 20 ft min
- (7) Riparian setback 50 ft min
- (8) Residential density 1 du per 40,000 sf accessed from a Class 2 or 3 town road or state highway
1 du per 5 ac not accessed from a Class 2 or 3 town road or state highway
- (9) Floor area ratio 0.5 max for lots <40,000 sf
0.2 max for lots 40,000 sf to <5 acres
0.1 max for lots 5 acres or more
- (10) Building height 35 ft max

2108.E **Rural Standards.** Applicants must design any land development within this district that requires major site plan or major subdivision approval to meet or exceed the following standards:

- (1) Fitting new development into the rural landscape in a manner that:
 - (a) Keeps development from dominating the view from the road;
 - (b) Maintains scenic views;
 - (c) Incorporates existing site elements such as open meadows, tree lines, landmark trees, or hedgerows; and
 - (d) Keeps the amount of impervious surface to the minimum necessary to accommodate the proposed use; and
 - (e) Minimizes disturbance of steep slopes and alteration of natural grades.
- (2) Locating and designing development to minimize the fragmentation of productive farmland and large forest blocks.
- (3) Preserving open space and natural vegetation to the maximum extent within and around the site.
- (4) Locating and designing outdoor use areas to:
 - (a) Avoid visual clutter;
 - (b) Maintain an attractive roadscape; and
 - (c) Screen utilitarian site elements and functions.

2108.F **Access Management Standards.** Applicants must design any land development within this district that requires major site plan approval to eliminate any pre-existing areas with uncontrolled or undefined access from the road in accordance with the access management standards of Section 3203.

Section 2110. Upland Conservation (UC) District

2110.A **Purpose.** The Upland Conservation District is intended to protect environmental quality, rural character, and the working landscape by:

- (1) Conserving fragile natural resources including steep slopes, high elevations, wetlands, surface waters, wildlife corridors and habitat, and large forest blocks.
- (2) Keeping the overall density of residential development in the remote areas of town very low and minimizing loss and fragmentation of forest blocks and farmland.
- (3) Promoting the productive use of rural land for farming, forestry and traditional outdoor recreation uses.

2110.B **Permitted Uses.** The Zoning Administrator may issue a zoning permit for the following uses:

- | | |
|----------------------------|-----------------------------|
| (1) Single-family dwelling | (5) Family childcare home |
| (2) Two-family dwelling | (6) Essential services |
| (3) Accessory dwelling | (7) Agriculture or forestry |
| (4) Home occupation | |
-
- (8) The applicant must obtain conditional use approval from the Development Review Board before the Zoning Administrator may issue a permit for any land development proposed to be located above an elevation of 1,500 feet.

2110.C **Conditional Uses.** The applicant must obtain conditional use approval from the Development Review Board before Zoning Administrator may issue a zoning permit for the following:

- | | |
|------------------------------|---|
| (1) Bed and breakfast or inn | (7) Communication antenna |
| (2) Home business | (8) Communication tower |
| (3) Outdoor recreation | (9) Stable or equine facility |
| (4) Education facility | (10) Game, fishing or wildlife reserve |
| (5) Government facility | (11) Extracting, quarrying or stone cutting |
| (6) Daycare | (12) Rural enterprise |

2110.D **Dimensional Standards.** Land development within this district must conform to the following:

- | | |
|-------------------------|---|
| (1) Lot size | 10 acre min |
| (2) Lot frontage | 180 ft min |
| (3) Lot coverage | 15% max |
| (4) Front setback | 50 ft min from the edge of the exterior travel lane |
| (5) Side setback | 25 ft min |
| (6) Rear setback | 25 ft min |
| (7) Riparian setback | 50 ft min |
| (8) Residential density | 1 du per 10 acres |
| (9) Floor area ratio | 0.1 max |
| (10) Building height | 35 ft max |

- 2110.E **Rural Standards.** Applicants must design any land development within this district that requires major site plan or major subdivision approval to meet or exceed the following standards:
- (1) Locating and designing development to minimize the fragmentation of forest blocks and productive farmland.
 - (2) Preserving open space and existing natural vegetation to the maximum extent within and around the site.
 - (3) Fitting new development into the rural landscape in a manner that:
 - (a) Keeps development from dominating the view from the road;
 - (b) Maintains scenic views and ridgelines;
 - (c) Incorporates existing site elements such as open meadows, tree lines, landmark trees, or hedgerows;
 - (d) Keeps the amount of impervious surface to the minimum necessary to accommodate the proposed use; and
 - (e) Minimizes disturbance of steep slopes and alteration of natural grades.

Municipal Plan Integration

The following are excerpts from the Berlin Town Plan adopted August 14, 2018:

Vision

The vision below expresses Berlin's overall direction and is intended to help town government and community members connect many small actions and measure achievement towards larger objectives. Having a shared vision will allow townspeople to come together, set goals and evaluate progress over time.

Berlin will be a town:

That is a **hub of commerce and industry** for the region with revitalized commercial areas and a diverse economic base;

With an **identifiable and vibrant town center** – a place where people can live, work, eat, shop and gather – that promotes a greater sense of community and attracts new residents; and

That **preserves its rural character and working lands** – the open spaces, viable farms, working forests, low-density settlement pattern, natural resources and scenic views that characterize most areas of town.

Purpose

The Berlin Town Plan states the town's objectives, policies and actions for guiding future land use and development in the community consistent with the vision expressed above. The plan allows decisions to be made by considering the future of the community as a whole. Planning can help manage the cost of public services and ensure that investments benefit everyone.

This plan will help Berlin continue to provide and maintain infrastructure, attract residents and businesses, and protect natural resources and rural character. More people can choose to live and work anywhere and more are looking for places that offer a high quality of life. More people want to live in walkable, connected, distinctive communities, rather than in generic subdivisions or on remote house lots. This plan outlines the deliberate steps needed to maintain, improve and revitalize Berlin so that it can be a great place to live and work now and into the future.

Village Centers

RIVERTON. Riverton or West Berlin is a historic hamlet along the Dog River on Route 12 that developed as a small industrial center due to the availability of water power and later access to the railroad. Town residents have expressed support for revitalizing this area, which formerly supported more businesses, homes and civic buildings than it does today. The town has proposed creating a new mixed-use zoning district for Riverton that would recognize and maintain its historic settlement pattern. #

BERLIN CORNERS. Berlin Corners is a historic hamlet that formed around the intersection of Crosstown Road (the only road connecting the eastern and western sides of town) and Paine Turnpike. While it has been overshadowed by development around Exit 7 and the airport, it continues in its role as a civic center. Town residents have expressed an interest in retaining the historic scale and character of Berlin Corners, and in preventing the commercial development near Exit 7 from extending further south along Paine Turnpike. The town has proposed zoning changes that would allow for additional housing, but that would limit the scale of commercial activity in Berlin Corners. #

DESIGNATION. The town plans to seek Village Center designations for these two historic hamlets from the state. Designation would support the town's land use policies related to maintaining the historic scale and pattern of development, encouraging private investment in historic buildings, and promoting infill and improving the walkability of the town's existing and planned centers. State designation would offer both the town and property owners within the designated area benefits including:

- Owners of income-producing historic buildings could access tax credits for eligible improvements.
- Land within and near village centers would be eligible for the state's Neighborhood Development Area program.
- Berlin would be more competitive when seeking grant funding for projects in the village centers.

Comprehensive rewrite of Town of **Berlin Land Use and Development Regulations** approved by voters March 5, 2019, by a 2 to 1 margin and include Hamlet and Residential Zoning Districts.



MEMORANDUM OF AGREEMENT

AMONG

Chittenden County Regional Planning Commission (CCRPC),

And

Central Vermont Regional Planning Commission (CVRPC)

And

City of Barre

This Agreement is entered into and effective (unless otherwise noted) on _____ among the Chittenden County Regional Planning Commission, an entity created by 24 V.S.A Chapter 117, hereinafter called CCRPC, and the Regional Planning Commission (RPC) and Municipality noted above.

The terms of this Agreement shall remain in force for the duration of the Northwest Vermont Transit-Oriented Development (TOD) Project unless one of the Parties gives 6-months' notice of termination, at such a time all parties shall agree to negotiate a new agreement in good faith.

WHEREAS, The CCRPC has been awarded a federal RAISE planning grant in the amount of \$2,100,000 to develop TOD Plans for Northwest Vermont (Northwest VT TOD project) and evaluate ways to improve transit service that connects rural communities with employment centers and reduce dependency on personal vehicles for commuting; and

WHEREAS, The entities noted above are working together to plan for compact, connected, and walkable communities in Northwest Vermont through TOD planning; and

WHEREAS, The participating municipality is committed to work on a TOD as described in the attached Letter of Intent (LOI).

NOW THEREFORE, it is mutually agreed as follows:

CCRPC Role

As the manager of the Northwest VT TOD project, the CCRPC will be responsible for the following tasks:

- Develop a prequalified consultant pool that the participating RPC and municipality will choose from to develop municipal TOD Master Plans and development regulations;
- Work with municipal and RPC partners to best match consultants that will meet local needs;

- Once a consultant is selected and the scope of work is approved, the CCRPC will execute the consultant agreement for the municipal TOD Master Plan;
- Review and approve monthly invoices from the participating RPC;
- Attend municipal TOD project meetings, as needed;
- Convene monthly/bi-monthly meetings with individual RPCs; and a quarterly meeting with all participating RPCs, as needed;
- Invite participating RPCs and municipalities to Northwest VT TOD project meetings to review other project tasks (market demand study, transit study, and governance study) as appropriate; and
- Manage consultants working on other tasks under the Northwest VT TOD project scope (market demand study, transit study, and governance study).

Participating RPC Role

- Work with the CCRPC and participating municipalities to develop a shortlist of 2-3 land use consultants from the prequalified list;
- Work with the Municipality and the CCRPC to select one consultant for each municipality;
- In collaboration with the Municipality and CCRPC, meet with selected consultant to discuss project specific goals so that the consultant can develop a scope of work consistent with the municipal Letter of Intent (LOI). The scope of work will include tasks, deliverables, schedule, and budget for TOD Master Plans and development regulations in each participating Municipality;
- Provide project management services for each Municipality's TOD project in the region;
- Review and approve monthly consultant invoices and transmit them to the CCRPC;
- Attend monthly/bi-monthly meeting with the CCRPC, as needed;
- Attend quarterly meetings with all RPCs, as needed;
- Participate as appropriate in any other Northwest VT TOD project meetings when invited by the CCRPC; and
- Review and comment on other Northwest VT TOD project deliverables (market demand study, transit study, and governance study) as requested by the CCRPC.

Municipal Role

- Work with your RPC to develop a shortlist of 2-3 land use consultants from the prequalified list;
- In collaboration with your RPC, CCRPC, and the selected consultant, develop a scope of work consistent with the municipal LOI. The scope of work will include specific tasks, deliverables, schedule, and budget for the TOD Master Plan and development regulations in the municipality;
- Communicate frequently and collaborate with your RPC project manager to move the project forward and ensure the timeline and deliverables are met;
- Lead robust public outreach and stakeholder engagement in your community during both the development of the TOD Master Plan and updating of the development

- regulations. Host public meetings as needed;
- Budget adequate staff, municipal planning commission, and other municipal board time over a two-year period, upon execution of the consultant contract, to successfully complete the municipal TOD project;
 - Participate as appropriate in any Northwest VT TOD project meetings when invited by the CCRPC; and
 - Review and comment on other Northwest VT TOD project deliverables (market demand study, transit study, and governance study) as requested by the CCRPC.

Any of the Parties may propose changes to this Agreement. Changes that are mutually agreed upon shall be incorporated as written amendments to this Agreement. No major variation or alteration of the terms of this Agreement will be valid unless made in writing and signed by authorized representatives of the Parties.

This agreement is entered into by the entities below by their authorized representatives.

Chittenden County Regional Planning Commission

Authorized Representative

Date

Central Vermont Regional Planning Commission

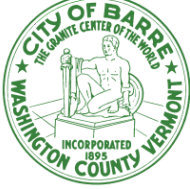
Authorized Representative

Date

City of Barre

Authorized Representative

Date



City of Barre, Vermont

6 N. Main St., Suite 2
Barre, VT 05641
www.barrecity.org

R. Nicolas Storrellicastro
City Manager
(802) 476-0240
citymanager@barrecity.org

January 20, 2023

Charlie Baker, Executive Director
Chittenden County Regional Planning Commission
110 West Canal Street, Suite 202
Winooski, Vermont 05404

Christian Meyer, Acting Director
Central Vermont Regional Planning Commission
29 Main Street, Suite 4
Montpelier, Vermont 05602

Dear Messrs. Baker and Meyer:

Please accept our letter of commitment to engage in Transit-Oriented Development (TOD) Master Planning for Northwest Vermont. We were very excited to hear about this opportunity to create a TOD master plan and draft corresponding bylaws and development regulations. We share the goal of improving opportunities for convenient public transportation services, creating pedestrian- and cyclist-friendly areas, and addressing climate goals.

Below, we address the six components of the letter of commitment.

1. A statement of commitment from the elected municipal body to work collaboratively with CVRPC, selected consultant, and CCRPC to develop a TOD Master Plan and bylaws/ development regulations

The Barre City Council voted on January 10, 2023 to support the City's inclusion in TOD as part of its consent agenda. The action memo outlining this opportunity stated, in part: "The grant scope is intended to allow participating municipalities the opportunity to plan for increased TOD to improve opportunities for convenient public transportation services, more walking and biking, and address climate goals. The grant scope includes collaboration between the regional planning commissions and up to 12 communities across a five-county region. This collaboration is intended to support municipal efforts to (1) create a TOD Master Plans for municipal downtown and village centers; and (2) draft municipal bylaws/development regulations to implement the TOD Master Plans."

Further, the motion adopted as part of the Council's affirmative vote was as follows: "Move to express commitment from the City Council as the elected municipal body to work collaboratively with CVRPC, selected consultants, and CCRPC to develop a TOD Master Plan and bylaws/development regulations."

The Council's consent agenda, and by extension this action item, was approved unanimously.

2. A brief description of the anticipated TOD planning area (including a map)

The opportunities for transit-oriented design are many (please see Attachment #1). But for Barre City they may frame themselves at two levels:

- An urban core dominated by business destinations and rental housing primarily multi-unit structures; and
- Semi-urban single-family residences with dense placements just outside the urban core.

The urban core has trip diversion needs in order to address peak hourly demands and parking stressors affecting the City. Transit offers opportunities to reduce vehicles downtown. Pairing local commuter facilities with transit stops and demand-based parking solutions may foster increased transit use and fewer vehicles downtown. The semi-urban core has slightly different needs that are focused on elective trips for socialization – sports, school, community events with specific schedules that lend themselves to organized transit services. These early categorizations would be revised and contrasted with other measures in the planning process. A key element of our work is providing a framework that enables directed solutions at needs, current or emerging. Identifying needs and related service areas can yield targeted solutions that are feasible.

3. A summary of any previous land use, transportation and other planning-related efforts related to the proposed TOD planning area

The proposed TOD planning area encompasses all of Barre City's Designated Downtown, Barre's Historic Downtown District, as well as the area referred to in the Unified Development Ordinance as the Design Review Overlay District, and areas outside these limits as well.

Barre City has had a long commitment to planning that includes:

- First adoption of zoning regulations in the late 1950's;
- Adoption of the first Municipal Master Plan in the early 1960's;
- In September 1992, the City adopted an Economic Action Plan to help plan and guide future growth, and was adopted by the Regional Planning Commission in September 1994, eventually being incorporated in a Municipal Master Plan update;
- A Main Street Assessment Report was issued in September of 1995 that assessed the community's strengths and weaknesses as it applied to grassroots preservation based on a commercial district revitalization;
- Barre's Designated Downtown was approved in September 2000;
- Barre's Downtown Historic District first approved in September 1979 and updated in 2017;
- The Merchant's Row Master Plan dates to April 2010, and is a plan to enhance the organization and design of the area, in addition to providing the overall vision and strategy for the area;
- North Main Street to Summer Street Master Plan March 2012 - addresses parking, travel ways, pedestrian accommodations, and other considerations for this area; and
- A Downtown Barre Marketing Strategy and Action Plan issued March 2005.

In addition, there are more recent planning efforts completed by others that include our small City, such as the Central Vermont Stormwater Master Plan from 2018 and the Winooski River Tactical Basin River Plan that came out in 2018. The City, along with Barre Town, was a part of a planning strategy that started with the Barre City – Barre Town Multi-Use Path Conceptual Alignment Study that came out in March of 2011.

Barre City completed the Main Street Reconstruction Project in 2010-2011. This project was a complete overhaul of the downtown to include replacement of the sanitary and storm sewers, replacing the water lines, burying electric and cable lines, replacing the road base and surface, replacing the sidewalks, upgrading the traffic controls, replacing the street lighting and enhancing the streetscape features.

In 2020-2021, the Barre City Energy Committee was also engaged with MyRide by Green Mountain Transit (GMT) to be a part of their next pilot community for a flexible-schedule, flexible-route service that features technology-enabled vehicles that provide curb-to-curb service, taking riders wherever and whenever they need to go. Operated by GMP, it is used in Montpelier only, and any future pilot communities could include Barre.

In October 2021, the City submitted a municipal planning grant application to hire a consultant to assist in the creation of a City-wide Pedestrian and Bicycle Plan, with an emphasis on traffic calming strategies, but was ultimately not funded due to the State's focus on housing.

Barre City has completed several segments of the Barre Multi-Use Path, and some segments have stalled due to Covid, parcel-ownership issues, and lack of available funds needed to complete these segments. We hope to continue our endeavors to finish segments of the Multi-Use Path (please see Attachment #2 for a copy of the March 2020 path status map).

4. Name of the primary municipal project manager

City Manager Nicolas Storrellicastro will serve as the primary municipal project manager and will be the point of contact with the regional planning commissions, as well as the consultant. From a policy, technical, and grants management perspective, the Manager will be assisted by Janet Shatney, Director of Planning, Permitting & Assessing Services and Bill Ahearn, Director of Public Works.

5. A rough estimate of staff hours budgeted to support the effort in FY24 and FY25

Between Ms. Shatney, Mr. Ahearn and Mr. Storrellicastro, we expect the following staff hours to support this effort:

- FY24: \$37,239
- FY25: \$39,299

This estimate assumes an average of four hours per week for Ms. Shatney, five hours per week for Mr. Ahearn, and three hours per week for Mr. Storrellicastro, and in the two years totals \$76,538.

6. A brief description of how the municipality will specifically conduct outreach to under-represented communities in the municipality

The City of Barre is an engaged and active community. In order to conduct outreach to under-represented communities, we would model approaches taken during a recent effort to solicit input from our residents with regard to the use of American Rescue Plan Act (ARPA) funding, and adjust those efforts based on the lessons we have learned.

Our recent ARPA outreach plan included solicitation of letters of interest from the community, a survey and a dedicated public forum. We marketed all of these opportunities to participate via our website and social media platforms, as well as publicizing at Council meetings, and with coverage in *The Barre Montpelier Times Argus*.

Our engagement efforts were effective – 21 letters of interest were submitted, over 40 residents participated in an ARPA specific forum online and in person, and 309 responses to the survey. Along the way, we took several measures to increase participation from under-represented communities as follows:

- Offered the survey in 5 languages: English, Spanish, Bosnian, Serbian and Ukrainian. Those options were selected based on the most commonly spoken languages spoken in Barre schools;
- Provided residents the option to fill the survey out both online and by pen and paper to reach individuals who either had no internet access or trouble with online forms. Paper-based submissions were submitted to the Manager's office and data entered by staff; and
- Created alternative methods of giving feedback at the forum by setting up posterboards where individuals could place sticky notes with their written feedback. This opportunity was developed and offered for individuals who may have not felt comfortable speaking in a public setting.

While our survey was anonymous, we collected demographic data to see if we were hearing from a representative sample of our residents. We had important findings after reviewing the results:

- Age representation: Residents aged 35 and above were evenly represented. Residents aged 25-34 were underrepresented, and those aged 18-24 were the least represented;
- Gender: Residents identifying as female constituted 56 percent of our responses; and

- Renters: Approximately 80 percent of respondents were home-owners and only 14 percent identified as renters. Renters account for over half of City of Barre residents, so we learned that this population was significantly underrepresented in our results.

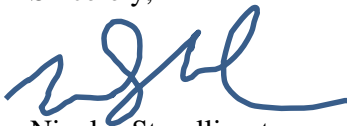
We were very pleased with the volume of responses, but moving forward we would look to address the lessons learned from our ARPA survey and it would inform our engagement during the TOD process. Some examples of our strategies include but are not limited to:

- Reaching public transit riders by working with GMT to hand out or make available information about our efforts either on the buses or at bus stops throughout the City;
- Collaborating with the local bicycle shop to reach cyclists;
- Engaging with Main Street business owners to post flyers about engagement opportunities;
- Host “office hours” at downtown cafes to engage with downtown residents, customers, pedestrians and employees;
- Conduct radio and podcast interviews on local shows; and
- Coordinate engagement sessions with the school district.

Barre is fortunate to have a great starting point for engagement. In addition to these efforts and lessons learned, we have a standing feedback infrastructure via twelve civic committees with approximately sixty appointed, engaged, and committed volunteers. Among these civic committees, we currently have a Transportation Advisory Committee and a Paths, Routes, and Trails Committee.

We appreciate the opportunity to apply and look forward to hearing from you about this grant. If you have any questions about our letter, please do not hesitate to contact me via email at citymanager@barrecity.org or by phone at (802) 476-0240.

Sincerely,



Nicolas Storellicastro
City Manager

CC Bill Ahearn
Janet Shatney
City Council



12/04/23 EC



Transit Oriented Design

City of Barre, VT

January 16, 2023

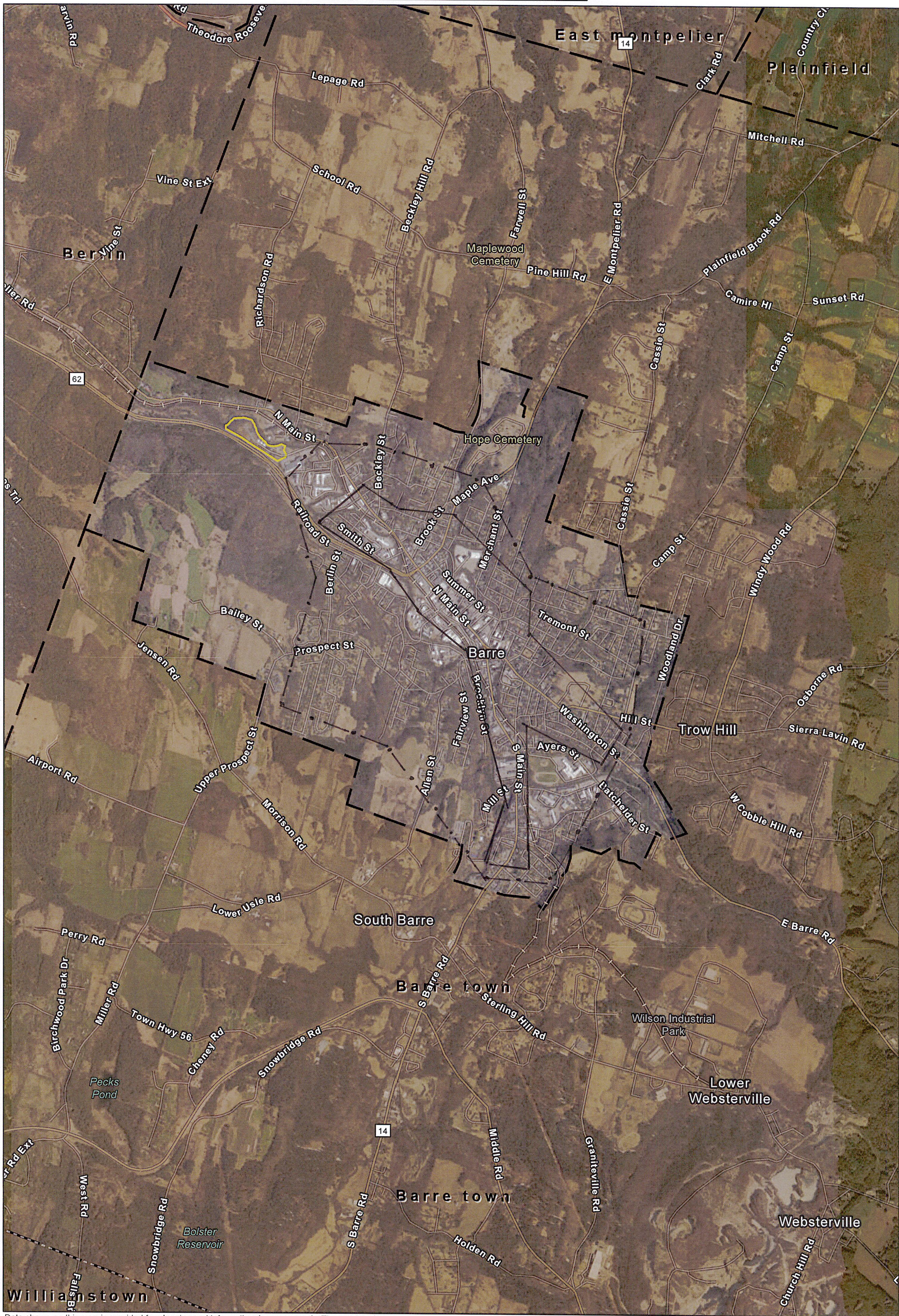
— CORE SERVICE
- - - EXTENDED SERVICE
— MUNICIPAL BOUND

1 inch = 800 Feet

Attachment #1

www.cai-tech.com

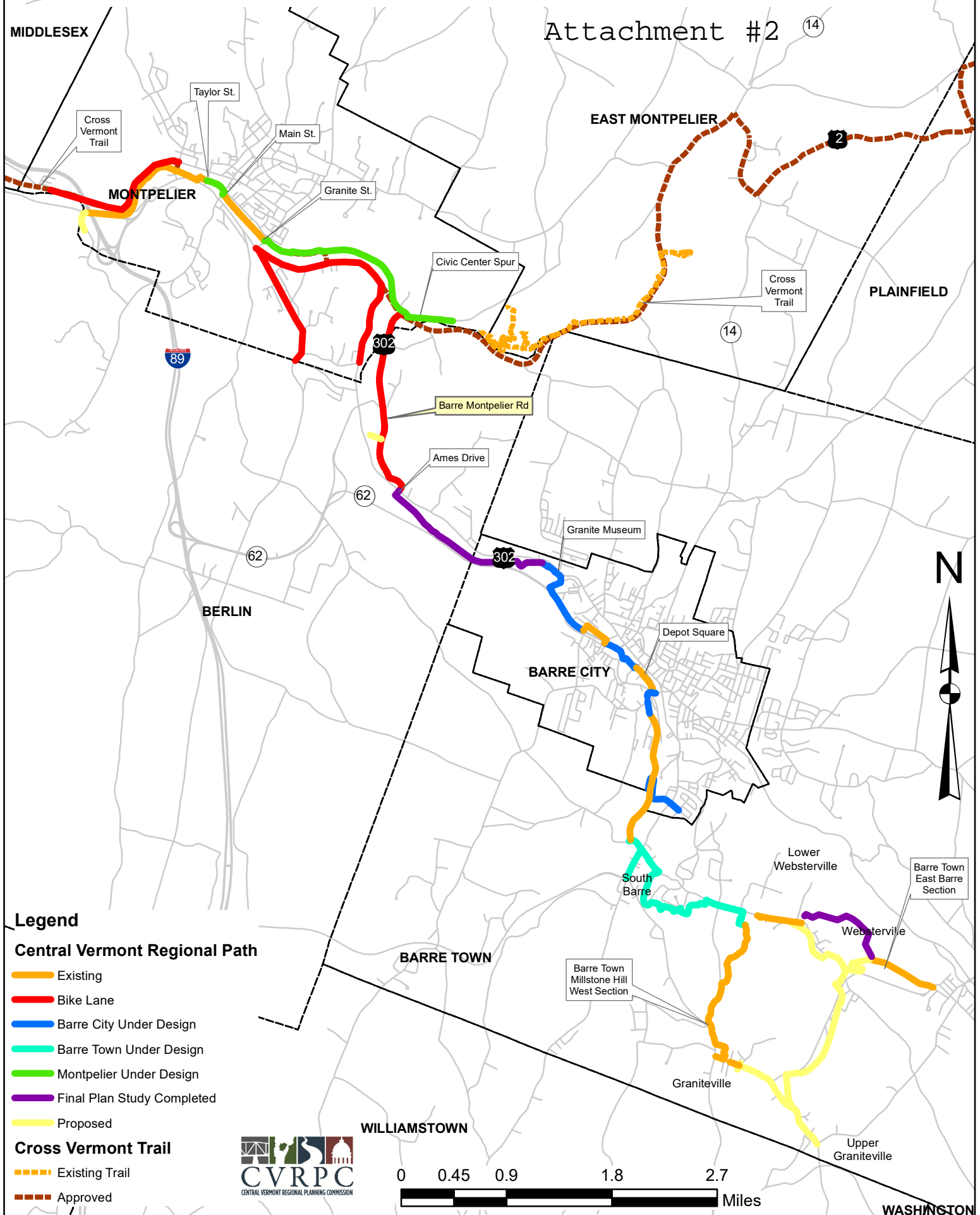
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Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

12/04/23 ^{EC} Central Vermont Regional Path Status - 03/20¹⁵⁰

Attachment #2 ⑭



Statement of Work (SoW)

Date	08/31/2023		
Term	08/31/2023 – 08/30/2025		
Subgrantee Name:	Central Vermont Regional Planning Commission		
Municipality:	Plainfield	Funding Reserved:	\$ 7,000
3rd Party Contractor:	n/a	Funding Reserved:	n/a

1. Statement of Work must define the scope, nature, and detail of work to be performed by sub-recipient or a third-party or describe the good to be purchased from a third-party provider.

STATEMENT OF WORK

Between the

CENTRAL VERMONT REGIONAL PLANNING

COMMISSION And the

TOWN OF PLAINFIELD, VERMONT

For

MUNICIPAL TECHNICAL ASSISTANCE SERVICES

AUGUST 31, 2023

I. **AGREEMENT FOR SERVICES**

- a. It is agreed by and between the CENTRAL VERMONT REGIONAL PLANNING COMMISSION (hereinafter called the Regional Commission) and the Town of PLAINFIELD (hereinafter called the Town) that the Regional Commission shall assist the Town in project development and application for funding by providing municipal technical assistance services as outlined by the Municipal Technical Assistance Program (MTAP) for the Town in accordance with the steps outlined in Attachment A.
- b. This Agreement consists of the body and the following attachment which is incorporated herein:

Attachment A – Scope of Services

II. **GENERAL TERMS AND CONDITIONS**

- a. Whenever feasible, local labor can be used to assist professionals in gathering and compilation of data, thus minimizing expenses.
- b. The Regional Commission reserves the following dollar amount for all services performed under this Agreement as part of the MTAP, unless amended: **\$7,000.**
- c. The period of performance under this Agreement shall commence on **AUGUST 31, 2023**, and run through **AUGUST 30, 2025.**
- d. Ownership of all data and materials collected under this Agreement shall remain with the Town and TRORC.
- e. Changes, modifications, or amendments in the terms, conditions and fees of this Agreement shall be written and signed by the duly authorized representatives of the Regional Commission and the Town.
- f. The pares agree that the Regional Commission, and any agents and employees of the Commission, shall act in an independent capacity and not as officers or employees of the Town.
- g. The Town, by any authorized representative, shall have the right at all reasonable times, to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- h. The Town shall appoint one person as the principal contact for the project as outlined in the Scope of Services.

- i. If, through any cause, the Regional Commission shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the Regional Commission and specifying the effective date thereof.

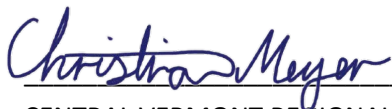
III. OBLIGATIONS OF THE REGIONAL COMMISSION

- a. Regional Commission staff will work with, and be responsible to, the Selectboard in providing the services listed in Attachment A.
- b. The Regional Commission shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement.
- c. The Regional Commission shall provide to the Town copies of all documents generated under this project.

IV. OBLIGATIONS OF THE TOWN

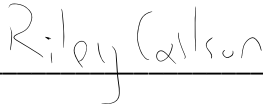
- a. The Town agrees to participate in meetings with Regional Commission staff, as necessary.
- b. The Town will make available any information, data, reports, plans, maps, or drawings to the Regional Commission to carry out the tasks in this project. All materials belonging to the Town will be returned.
- c. The Town agrees to cooperate with and administratively assist the Regional Commission, without charge, in carrying out its tasks.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 17 day of November, 2023 at MONTPELIER, Vermont.



CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Director Executive, Executive Director



TOWN OF PLAINFIELD

Chair Selectboard, Selectboard Chair

Attachment A
2023 Municipal Technical Assistance Services
Plainfield, VT

Regional Commission staff will assist Plainfield with municipal technical services including:

1. Opportunity assessment.

Approximate timeline- FALL 2023

1. Assess the technical assistance and funding available from State, federal, and private sources;
2. Evaluate project eligibility and compliance requirements for funding sources;
3. Conduct a feasibility analysis of whether the municipality has, or can develop, the capacity to complete a project and meet applicable requirements. Based on initial stakeholder interviews the Regional Commission will focus its feasibility analysis on the following projects:
 - i. Provide municipal stakeholders with assistance soliciting funding to develop a Town Capital Improvement Plan
 - ii. Pursue funding or programs to mitigate the economic impacts of the Route 2 VT AOT intersection realignment project and the coinciding closure of the Main Street Bridge.
 - iii. Provide municipal stakeholders with assistance soliciting funding to address impacts to the drinking water and wastewater infrastructure related to the Route 2 realignment project.
 - iv. Identify local housing partner and funding to support development of new housing.
 - v. Provide technical assistance for the Plainfield Co-op, the only local grocery store, to take necessary steps to restructure their business to remain solvent. Next steps could include pursuing funding for renovations at their current location or moving to a new location. Actions will be based on the recommendations on a CVRPC administered USDA RD grant that is in its final stages.

2. Application and permit assistance.

Approximate timeline- As funding sources are identified, by end of SUMMER 2024.

1. Provide technical and administrative assistance to complete funding applications;
2. Provide technical and administrative assistance to complete permit applications; 3. Provide technical and administrative assistance to satisfy initial regulatory requirements.

3. Project management and implementation.

Approximate timeline- If funding is awarded, beginning of funding through AUGUST 22, 2025.

1. Provide ongoing support to Town if funding is awarded, including:
 - a. Project management;
 - b. Funding program implementation;
 - c. Funding program compliance;
 - d. Administrative and regulatory compliance through project completion.

Statement of Work (SoW)

Date			
Term	08/01/2023 – 08/15/2025		
Subgrantee Name:	Central Vermont Regional Planning Commission		
Municipality:	Worcester	Funding Reserved:	\$ 7,000
3rd Party Contractor:	n/a	Funding Reserved:	n/a

1. Statement of Work must define the scope, nature, and detail of work to be performed by sub-recipient or a third-party or describe the good to be purchased from a third-party provider.

STATEMENT OF WORK

**Between the
CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

**And the
TOWN OF WORCESTER, VERMONT**

**For
MUNICIPAL TECHNICAL ASSISTANCE SERVICES**

August 22, 2023

I. AGREEMENT FOR SERVICES

- a. It is agreed by and between the CENTRAL VERMONT REGIONAL PLANNING COMMISSION (hereinafter called the Regional Commission) and the Town of Worcester (hereinafter called the Town) that the Regional Commission shall assist the Town in project development and application for funding by providing municipal technical assistance services as outlined by the Municipal Technical Assistance Program (MTAP) for the Town in accordance with the steps outlined in Attachment A.
- b. This Agreement consists of the body and the following attachment, which is incorporated herein:

Attachment A – Scope of Services

II. GENERAL TERMS AND CONDITIONS

- a. Whenever feasible, local labor can be used to assist professionals in gathering and compilation of data, thus minimizing expenses.
- b. The Regional Commission reserves the following dollar amount for all services performed under this Agreement as part of the MTAP, unless amended: **\$7,000.**
- c. The period of performance under this Agreement shall commence on **August 1, 2023**, and run through **March 31, 2025.**
- d. Ownership of all data and materials collected under this Agreement shall remain with the Town, TRORC and the Regional Commission.
- e. Changes, modifications, or amendments in the terms, conditions and fees of this Agreement shall be written and signed by the duly authorized representatives of the Regional Commission and the Town.
- f. The parties agree that the Regional Commission, and any agents and employees of the Commission, shall act in an independent capacity and not as officers or employees of the Town.
- g. The Town, by any authorized representative, shall have the right at all reasonable times, to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- h. The Town shall appoint one person as the principal contact for the project as outlined in the Scope of Services.

- i. If, through any cause, the Regional Commission shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the Regional Commission and specifying the effective date thereof.

III. OBLIGATIONS OF THE REGIONAL COMMISSION

- a. Regional Commission staff will work with, and be responsible to, the Selectboard in providing the services listed in Attachment A.
- b. The Regional Commission shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement.
- c. The Regional Commission shall provide to the Town copies of all documents generated under this project.

IV. OBLIGATIONS OF THE TOWN

- a. The Town agrees to participate in meetings with Regional Commission staff, as necessary.
- b. The Town will make available any information, data, reports, plans, maps, or drawings to the Regional Commission to carry out the tasks in this project. All materials belonging to the Town will be returned.
- c. The Town agrees to cooperate with and administratively assist the Regional Commission, without charge, in carrying out its tasks.

Acknowledged and Agreed:

For the Town:

Signature: [Signature]

Name: John Kalding

Title: Chair Selectboard

Date: Sept 5 2023

For the Regional Commission:

Signature: [Signature]

Name: Christian Meyer

Title: Executive Director

Date: 10/17/23

Attachment A

Worcester 2023 Municipal Technical Assistance Services

Regional Commission staff will assist Worcester with municipal technical services including:

I. Opportunity assessment.

Approximate timeline- Summer 2023

- a. Assess the technical assistance and funding available from State, federal, and private sources;
- b. Evaluate project eligibility and compliance requirements for funding sources;
- c. Conduct a feasibility analysis of whether the municipality has, or can develop, the capacity to complete a project and meet applicable requirements. Based on initial stakeholder interviews the Regional Commission will focus its feasibility analysis on the following projects:
 - i. Procurement and installation of emergency generators for both the Highway Department and municipal office complex.
 - ii. Installation of a solar array for roof of Office complex to include and the replacement of the old roof
 - iii. Procurement and installation of a heat pump and solar storage (battery)
 - iv. Installation of EV chargers at the town offices
 - v. Providing the Worcester Village Water Board with assistance soliciting funding for several needed maintenance project

II. Application and permit assistance.

Approximate timeline- As funding sources are identified, by end of Fall 2023.

- a. Provide technical and administrative assistance to complete funding applications for the five initiatives identified in Section I.
- b. Provide technical and administrative assistance to complete permit applications for projects that secure funding;
- c. Provide technical and administrative assistance to satisfy initial regulatory requirements for project moving into the planning or implementation phase.

III. Project management and implementation.

Approximate timeline- If funding is awarded, beginning of funding through March 31, 2025.

- a. Provide ongoing support to Town if funding is awarded, including:
 - i. Project management;
 - ii. Funding program implementation;
 - iii. Funding program compliance;
 - iv. Administrative and regulatory compliance through project completion.



MEMO

Date: November 28, 2023
 To: Executive Committee
 From: Christian Meyer, Executive Director
 Re: Executive Director performance appraisal

✉ ACTIONS REQUESTED:

- 1) Modify or confirm the evaluation process and schedule.
- 2) Appoint a Committee member to carry out the duties described as “Lead” below.

The Executive Committee has previously defined an annual evaluation process for the Executive Director position. The process, which usually begins in December. Customarily, the process is completed in March so that any compensation change can be incorporated into the budget.

Proposed Schedule - Italicized dates are regular Executive Committee meetings.

Date	Activity
<i>December 4</i>	Executive Committee (EC) sets appraisal process and appoints a Committee member to lead it.
December 5	Executive Director advises staff of evaluation process
December 12	Lead distributes online survey link for Executive Director appraisal to staff
By December 26	Staff completes Executive Director appraisal
By December 26	Executive Director completes self-appraisal and emails to Executive Committee
	Lead distributes to the Executive Committee:
January 9	<ul style="list-style-type: none"> • summarized staff appraisal, and • online survey link for Executive Director appraisal
As needed	Executive Committee or appointed subgroup may meet in executive session with staff to discuss the Executive Director’s performance. If desired, Lead requests the Office Manager schedule this meeting.
By January 23	Executive Committee members complete online appraisal
<i>February 5</i>	Lead distributes summarized appraisal to Executive Committee for discussion
Week of February 19	Potential special Executive Committee meeting to discuss appraisal. If desired, Lead requests the Office Manager schedule this meeting.
By February 27	Executive Committee prepares final appraisal of the Executive Director. Lead documents the appraisal and provides a copy to Executive Director and Executive Committee
<i>March 4</i>	Executive Committee conducts appraisal meeting with Executive Director. The Executive Committee designates the Executive Director’s compensation for the next fiscal year.

Welcome

Thank you for your feedback on this performance evaluation. CVRPC views this process as an opportunity to have forward looking, positive, and productive discussions on job performance and staff growth. It is a time for candid, open dialog that is constructive and respectful.

Performance during the evaluation period is rated according to descriptions below. Strengths, opportunities, and challenges are summarized afterwards.

1. **Below** - Performance consistently is below the performance standards for the position and needs improvement. Employee does not accomplish the position requirements.

2. **Meets** - Performance consistently meets the performance standards established for the position. Employee consistently accomplishes position requirements.

3. **Exceeds** - Performance consistently exceeds skill level established for the position. Employee achieves performance objectives beyond expectations.

Thank you for your time.

CVRPC Executive Committee

1. I am:

- ☐ the Executive Director
- ☐ an Executive Committee Member
- ☐ an Employee of CVRPC

Job Skills

2. Has the skills and knowledge necessary for the position

Below

Meets

Exceeds

☐☐☐

3. Demonstrates interest in and spends time on improving skills and knowledge

Below

Meets

Exceeds

☐☐☐

4. Maintains sufficient knowledge of position to identify and correct problems as they arise

Below

Meets

Exceeds

☐☐☐

5. Demonstrates ability to quickly understand new information and situations

Below

Meets

Exceeds

☐☐☐

Job Performance

6. Overall quality and accuracy of work performed

Below

Meets

Exceeds



7. Level of production or results in relation to effort expended

Below

Meets

Exceeds



8. Exhibits clear understanding of job responsibilities

Below

Meets

Exceeds



9. Ability to organize and handle workload

Below

Meets

Exceeds



10. Ability to effectively analyze and evaluate complex problems or projects

Below

Meets

Exceeds



11. Ability to make reasoned decisions and sound judgments

Below

Meets

Exceeds



12. Ability to plan ahead effectively and meet deadlines

Below

Meets

Exceeds



13. Uses imagination or creativity to improve the type or quality of work

Below

Meets

Exceeds



14. Pursues job objective when faced with expected or unexpected obstacles

Below

Meets

Exceeds

☐☐☐

15. Seeks, develops, and implements new ideas, processes and procedures

Below

Meets

Exceeds

☐☐☐

16. Keeps Executive Committee/Board advised of the status of projects and work assignments

Below

Meets

Exceeds

☐☐☐

Work Habits

17. Adheres to Commission policies and hours, avoids personal business during the work day

Below

Meets

Exceeds



18. Attention to detail, organization, and record keeping

Below

Meets

Exceeds



19. Shows initiative; willingness to take on additional job responsibilities or work through unpleasant tasks

Below

Meets

Exceeds



20. Presents themselves in appropriate manner

Below

Meets

Exceeds



21. Is flexible/adaptable; adapts to changing circumstances, policies and attitudes/opinions of others

Below

Meets

Exceeds



Communication Skills

22. Inspires others to work towards a common purpose

Below

Meets

Exceeds

☐☐☐

23. Ability to state positions and thoughts clearly and concisely

Below

Meets

Exceeds

☐☐☐

24. Written communication skills

Below

Meets

Exceeds

☐☐☐

25. Interpersonal communication skills

Below

Meets

Exceeds

☐☐☐

26. Public presentation skills

Below

Meets

Exceeds

☐☐☐

Management of People

27. Creates a positive working environment

Below

Meets

Exceeds

☐☐☐

28. Is accountable for management decisions and holds managers at all levels accountable for their personnel decisions

Below

Meets

Exceeds

☐☐☐

29. Creates an environment which encourages diversity and creative thinking

Below

Meets

Exceeds

☐☐☐

Interaction/Team Work

30. Effectively interacts with CVRPC's constituents

Below

Meets

Exceeds

☐☐☐

31. Is responsive to constituents' concerns

Below

Meets

Exceeds

☐☐☐

32. Effectively manages constituents' needs/wants consistent with budget issues and organizational goals and values

Below

Meets

Exceeds

☐☐☐

33. Capable of seeing all sides of an issue

Below

Meets

Exceeds

☐☐☐

34. Interactions with co-workers

Below

Meets

Exceeds

☐☐☐

35. Ability to work cooperatively with co-workers on projects or overall office functions

Below

Meets

Exceeds

☐☐☐

36. Interactions with general public

Below

Meets

Exceeds

☐☐☐

37. Receptiveness to input from Executive Committee and/or Board members

Below

Meets

Exceeds

☐☐☐

38. Ability to recognize the need to ask for help or input from the Executive Committee and/or co-workers

Below

Meets

Exceeds

☐☐☐

39. Keeps co-workers informed of changes in work schedule

Below

Meets

Exceeds

☐☐☐

40. Demonstrates positive attitude

Below

Meets

Exceeds

☐☐☐

41. Volunteers ideas for the betterment of the organization and demonstrates willingness to help others accomplish objectives as part of a team effort

Below

Meets

Exceeds

☐☐☐

42. Is courteous, well-mannered, and polite

Below

Meets

Exceeds

☐☐☐

Reliability

43. Overall attendance and dependability

Below

Meets

Exceeds

☐☐☐

44. Punctuality

Below

Meets

Exceeds

☐☐☐

45. Does not abuse telephone, lunch break, and/or time-off policies

Below

Meets

Exceeds

☐☐☐

46. Completes work without the need for extensive supervision

Below

Meets

Exceeds

☐☐☐

Corporate Responsibility

47. Demonstrates the highest level of ethics in their everyday interactions with employees and other stakeholders

Below

Meets

Exceeds

☐☐☐

48. Evaluates and accepts responsibility for their decisions for both employees and the community

Below

Meets

Exceeds

☐☐☐

49. Demonstrates a high degree of integrity for themselves and employees

Below

Meets

Exceeds

☐☐☐

Specific Comments

50. Strengths Demonstrated Over the Past Year

51. Accomplishments Over the Past Year

52. Goals and Challenges for the Coming Year

General Comments

53. Overall performance, changes in responsibilities or performance since last evaluation, career development interests and improvements recommended.

54. If any answer to questions 1-49 above resulted in a score of "Below", please provide additional information.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Executive Committee Meeting

DRAFT MINUTES

November 6, 2023 Meeting

Present:

☒ Peter Carbee☐ Paula Emery☒ Michael Gray☒ Lee Cattaneo☒ Alexis Leacock☒ Janet Shatney☒ Jerry D'Amico

Staff: Christian Meyer, Nancy Chartrand

Guests: Ahsan Ijaz, Ijaz Group;

Call to Order: Chair D'Amico called the meeting to order at 4:00 pm.**Adjustments to the Agenda:** Christian Meyer advised he would like to speak on a couple of updates which will be provided following public comment and review of the Board agenda.**Public Comment:** None.**Updates:**

Christian Meyer advised the Nominating Committee will be meeting November 8th to make recommendations to fill seats vacated by George Clain on the Regional Plan Committee and Brownfields Committee. The Clean Water Advisory Committee also needs a municipal representative position filled – item to be discussed in more detail later in the agenda. There is also a potential addition to the Board agenda of an update on the Central Vermont Public Safety Communications Improvement Project.

Financial Report (August & September)

Ahsan Ijaz reviewed the financials through September 2023 as outlined in the packet. There was a discussion on grant funds and how they move through the organization.

Peter Carbee moved to accept the financials, seconded by Alexis Leacock. Motion passed 6-0.

Ahsan Ijaz advised the FY23 audit is done and a draft report has been completed and should be to the Committee soon. It is anticipated Fred Duplessis of Sullivan Powers will meet with the Committee in December to discuss in more detail and the final audit will be distributed to funders prior to December 31st.

Contract/Agreement Authorization

Christian Meyer advised there were no contracts that required Committee action.

CY24 Health Insurance

Nancy Chartrand and Christian Meyer provided an overview of the information provided in the packet.

1 Brief discussion on how the calendar year for health plan is split across budgets and payment in lieu.

2
3 *Janet Shatney moved to maintain the health care plan CVRPC uses to set its contribution level as BCBSVT*
4 *Gold CDHP, seconded by Alexis Leacock. Motion passed 6-0.*

5
6 *Alexis Leacock moved to set the employer health insurance contribution as 100% of the cost of the*
7 *BCBSVT Gold CDHP health plan for employees and family members; seconded by Michael Gray. Motion*
8 *passed 6-0.*

9
10 *Peter Carbee moved to maintain employee choice of available plans to include all BCBSVT and MVP*
11 *health care plans; seconded by Janet Shatney. Motion passed 6-0.*

12
13 *Alexis Leacock moved to maintain 50% payment in lieu of benefit for employees who opt out of CVRPC*
14 *coverage and provide proof of coverage from another provider; seconded by Janet Shatney. Motion*
15 *passed 6-0.*

16
17 Following the above action there was discussion related to combining motions in the future or keeping
18 separate.

19
20 **Meeting Minutes (10/2/23 & 10/18/23)**

21 It was noted the dates on the agenda should be for October not September.

22 *Janet Shatney moved to approve the minutes, seconded by Lee Cattaneo. Motion passed 6-0.*

23
24 **Commission Meeting Agenda**

25 Christian Meyer advised wanting to add an update by Keith Cubbon on the Central Vermont Public
26 Safety Communications Improvement Project. Item to be added following VAPDA Future Land Use draft
27 update.

28
29 *Peter Carbee moved to accept the agenda as amended. Seconded by Lee Cattaneo. Motion passed 6-0.*

30
31 There was discussion related to the comment period related to the VAPDA Future Land Use draft. It
32 closes December 15th. We will be collecting comments, there will not be a draft that CVRPC endorses,
33 but all RPCs are providing comments which should be in the final document that is produced by VAPDA.

34
35 **Clean Water Advisory Committee Municipal Representative**

36 There was discussion as to the definition of municipal representative for this committee and it
37 suggested that interested parties need to ask for municipal endorsement. Originally when committee
38 was formed it is believed that information staff sent information out to towns asking for names of
39 anyone interested or knowledgeable to serve. This needs to be outlined in Rules of Procedure and the
40 number of total members should also be considered.

41
42 **Executive Session – 1 V.S.A. § 313(a)(3) – Personnel**

43 *Peter Carbee moved to enter executive session to discuss personnel at 4:58 pm; seconded by Alexis*
44 *Leacock. Motion passed 6-0.*

1 **Moved to exit**

2 *Lee Cattaneo moved to exit executive session at 5:19; seconded by Alexis Leacock. Motion passed 6-0.*

3
4 No action was taken as a result of the executive session.

5
6 **Adjourn**

7 Immediately following exit from the executive session *Alexis Leacock moved to adjourn; Michael Gray*
8 *seconded. Motion passed 6-0.*

9
10 Respectfully submitted,

11
12 Nancy Chartrand, Office Manager



BOARD OF COMMISSIONERS

December 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/j/81136818419?pwd=dDFDbDhrTm56TUNQUlp3WEorYzRZZz09>

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 Committee Appointments (Action)³

6:45 Winooski Basin Tactical Basin Plan Conformance Memo (Action - enclosed)³

7:00 Waitsfield Municipal Plan Approval & Confirmation of Planning Process & Certificate of Energy Compliance (Action - enclosed)³

7:20 VAPDA Regional Future Land Use Initiative (enclosed)

7:35 VAPDA Act 250 Local Delegation Report (enclosed)

7:45 Introduction to Climate Pollution Reduction Grant (enclosed)

8:00 Minutes (Action - enclosed)³

8:10 Reports (Action - enclosed)³ - Staff and Committee Reports

8:30 Adjourn

Next Meeting: January 9, 2023

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

² Times are approximate unless otherwise advertised.

³ Anticipated action item.