



Central Vermont Regional Planning Commission

EXECUTIVE COMMITTEE MEETING

Monday, April 4, 2016

4:00 p.m. at CVRPC's Office

AGENDA

4:00 Public Comment

4:05 Adjustments to the Agenda

4:10 Meeting Minutes* (attached)

- February 29, 2016
- March 8, 2016

4:15 Financial Report (attached)

4:20 Executive Director Report (attached)

4:30 Contract Approval (attached)*

Bennington County Regional Commission, Regional Energy Planning – Creation of detailed regional energy plans and maps

4:35 Regional Plan Schedule (attached)*

Options for completing the Regional Plan update

4:50 Position Modification (attached)*

Modify Emergency Planner position from 20-hour per week temporary contract employee with no benefits to 30-hour per week permanent position with full benefits, through June 30, 2016 and to a full-time permanent position beginning July 1, 2016

5:00 FY16 Budget Adjustment (attached)*

5:10 Draft FY17 Budget (attached)

Preliminary draft of FY17 budget. Committee input.

5:20 April 12, 2016 CVRPC Meeting Agenda (attached)*

5:30 Adjourn

*Denotes anticipated action item

NEXT MEETING: Monday, May 2, 2016 at 4:00 p.m.

Central Vermont Regional Planning Commission
Executive Committee
DRAFT Minutes
February 29, 2016

Present were: B. Atwood, J. Potter, L. Hill-Eubanks, D. La Haye, T. Ruth, D. Strong, L. Hebert, E. Vorwald, and B. Waninger.

The meeting was called to order at 4:04 p.m.

Public Comment - There was no one from the public present.

Adjustments to the Agenda - None

February 1, 2016 Meeting Minutes – D. Strong moved to approve the February 1, 2016 meeting minutes with one change: modify Public Records Request, line 6, to read "...if the scope can be narrowed to specific topics."; D. LaHaye seconded. Motion carried with B. Atwood and L. Hebert abstaining as they were not present at the meeting.

Financial Report – B. Atwood noted it was nice to see CVRPC is are healthy and busy. The report was reviewed noting that revenue and expenditures are on track.

Executive Director's Report – B. Waninger discussed proposed legislation; She received a document this morning related to the Section 248, Certificate of Public Good process, and a change that would provide deference to local and regional plans. The Council of Government legislation has been modified to provide authority under existing statute to authorize regional planning commissions to work with towns on shared service agreements. Waninger said Marshfield's Local Hazard Mitigation Plan had been approved by FEMA and complimented Gail Aloisio for brining this plan conclusion. Aloisio has planned a brownfields event for Tuesday to recruit Advisory Committee members.

Contract/Agreement Approvals -

Town of East Montpelier, Village Master Plan – J. Potter recued herself from the discussion as she is the Town's contact on the project; she asked if the Committee wanted her to leave the room during the discussion. The Committee declined her leaving and asked her to provide background on the Town's project. D. Strong moved to authorize the Chair to sign the Town of East Montpelier Village Master Plan contract as presented; L. Hebert seconded. Motion carried. J. Potter recued herself from the vote.

Bennington County Regional Commission, Regional Energy Plan – E. Vorwald explained that this regional energy planning work is more detailed than what is currently in the regional plan; the RPC and municipalities can use it to move energy discussions forward. The Committee discussed whether is would be more appropriate to complete the detailed analysis first, or do complete general planning for the Regional Plan followed by the detailed energy planning? The Committee was in consensus that any Regional Plan readoption should include incorporation of approved elements. D. Strong moved to

endorse the scope of work for the Regional Energy Plan contract between BCRC and the State of Vermont as presented; J. Potter seconded. Motion carried.

Agency of Human Services, FY16 AmeriCorps*VISTA Member Service – D. Strong moved to authorize the Executive Director sign the Agency of Human Services FY16 AmeriCorps*VISTA Member Service agreement as presented; L. Hill-Eubanks seconded. Motion carried.

Watershed Consulting Associates, Engineering Services - L. Hebert moved to authorize the Chair to sign the Watershed Consulting Associates engineering services contract as presented; J. Potter seconded. Motion carried.

CVRPC Partnership Work with Bright Blue Media – Tabled for the next meeting.

Regional Plan – D. Strong asked that staff bring this back to the April meeting with a visual to assist the Committee to understand the schedule. The Committee asked that staff pause the Regional Plan energy element and move forward with updating other pieces of the Regional Plan while the regional energy planning contract is completed.

March 8, 2016 CVRPC Meeting Agenda – J. Potter brought up a point of clarification related to Commission appointment of Nominating Committee based on the Commission's bylaws and last year's actions. D. Strong moved to approve the agenda with a modification to reflect adding recognition of Laurie Emery's retirement; T. Ruth seconded. Motion carried.

Anticipated Executive Session

Legal: Amicus Brief - The Executive Committee stated legal strategy was not being discussed, and the item did not warrant Executive Session. J. Potter updated members on a conference call with the Brief's attorney last week. The first part of the brief is restates the case to provide a setting. The second part of the Brief is the main focus, such as specificity of regional plans, and provides arguments related to the focus. Potter noted CVRPC could withdraw its name from the brief, but the organization had committed to providing the funds and would need to honor this commitment.

The Committee discussed various aspects of the brief's approach and the relative importance of having CVRPC mentioned by name. An email sent earlier in the afternoon by Commissioner George Malek was distributed. Committee members clarified that CVRPC's intention in participating in the Brief is the issue of the role of regional planning and the difference between plans and zoning. CVRPC's goal is to maintain a difference between planning and zoning.

T. Ruth departed at 5:30pm for a Montpelier Planning Commission meeting.

The Committee was in consensus to continue participating in the brief by name, pending review of the document and how it reflected the Commission's reason for participating. L. Herbert recommended preparing a press release to succinctly state why the CVRPC is participating in the Brief.

D. Strong departed the meeting at 5:33 pm.

T. Ruth rejoined the meeting at 5:36 pm.

The Committee asked that an Executive Committee meeting with Executive Session be warned for next week prior to the Commission meeting at 6:30 pm. The Committee asked B. Waninger to draft a press release in advance of the meeting for discussion.

Personnel: Finance and Office Manager Hiring Update - J. Potter moved that the personnel discussion related to an in-progress hiring process and would meet statutory requirements under 1 V.S.A. §313(a)(3); L. Hebert seconded. Motion carried.

J. Potter moved to enter Executive Session at 5:40pm for personnel; L. Hebert seconded. Motion carried.

J. Potter moved to exit Executive Session at 6:08pm; D. LaHaye seconded. Motion carried.

Adjourn – D. LaHaye moved to adjourn at 6:08 pm; L. Hill-Eubanks seconded. Motion carried.

**Executive Committee
DRAFT Minutes
March 8, 2016**

Present were: L. Hebert, D. Strong, L. Hill-Eubanks, D. La Haye, B. Atwood, J. Potter, T. Ruth, B. Waninger, and L. Emery.

The meeting was called to order at 6:35 p.m. There was no one from the public present. An adjustment was made to the agenda to discuss the Amicus Brief at the Commission meeting following the Executive Committee meeting as noted on the Commission meeting agenda.

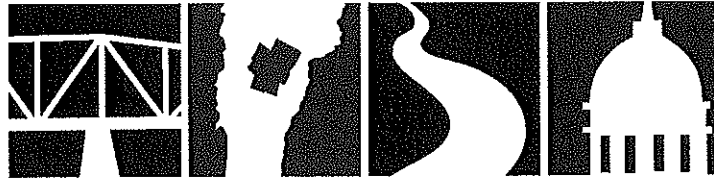
Discussion ensued on the use of non-competitive procurement for bookkeeping/finance manager services. B. Waninger summarized the hiring process conducted to date for the Finance and Office Manager position. It was noted that the pool of candidates for this type of position is small, that the hiring process takes two to three months to complete, and that CVRPC will be without bookkeeping services as of April 1. B. Waninger is asking that the non-competitive procurement procedures be used due to exigent circumstances. She has contacted several CPA firms that provide bookkeeping services, but two of them don't have time available and the third will get back with more specific information to review. L. Emery has said that she would work part time to help out in the interim if it was necessary. If the non-competitive procurement process were used, staff would contact additional firms to assess their interest in providing temporary services, if one or more are interested then develop a brief scope of work outlining the duties and expectations, solicit cost proposals, determine which is the best fit, and complete the contracting process prior to March 28. The Executive Committee would then need to affirm the contract at its April 4 meeting unless a special meeting was held. Meanwhile the process for hiring a permanent finance person would continue.

The estimated cost for 16 weeks of contracted bookkeeping/financial management services at 30 hours per week would be between \$27,000 and \$50,000 depending on the hourly rate, overhead, and profit charged. CVRPC's current personnel cost for 16 weeks of service at 30 hours per week is \$18,000 to \$34,000 (salary/benefits only and salary/benefits/overhead).

It was moved, seconded and unanimously approved to implement the "procurement by non-competitive proposals" provision of CVRPC's Procurement Policy to hire bookkeeping/financial management services through July 8, 2016 and have the Chair or Vice-Chair sign a contract for the services prior to the Executive Committee's April 4 meeting.

D. La Haye stated his interest in serving on the Nominating Committee and that he is also interested in continuing to serve on the Executive Committee. Two additional Commissioners are needed for the Nominating Committee. Volunteers/nominations will be sought at the Commission meeting this evening.

The meeting was adjourned at 6:50 p.m.



Central Vermont Regional Planning Commission

TO: Executive Committee
FROM: Laurie Emery
DATE: March 31, 2016

RE: March 31, 2016 Financial Statement

We continue to look healthy and things are going well. I must point out, however, that the \$109,501.42 profit isn't really all profit. There are two grants that include contracts for construction or studies and payments to CVRPC are based on deliverables. The curve ball, if you will, is that the deliverables are not necessarily associated with completion of the work by a contractor, but are part of what will become their payment. For instance, revenue item 4220, Northfield Village storm water, shows revenue of \$18,570, but most of that will be owed to the contractors by the time the work is completed. This is the same for revenue item 4745. Approximately \$32,000 of the \$109,501 is due to others bringing our profit to \$73,501. In addition, the DCA core, revenue item 4050, includes the payment that is due April 1 for \$66,000. However, these funds are for work to be done from April 1 to June 30; so, again, not really profit. That brings the revenue over expenditures for the time period to about \$11,501.

It is important to note that CVRPC has a lot of contracts on which staff is diligently working and which will generate more revenue than expenditure by year's end. We may not achieve the \$48,906, but we could achieve a profit/fund balance of \$20,000-25,000, and that includes additional hours for our Emergency Management Planner.

3:20 PM

03/31/16

Accrual Basis

Central Vermont Regional Planning Commission
Balance Sheet
As of March 31, 2016

	<u>Mar 31, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Checking	60,446.21
1055 · CD Chittenden	11,186.61
1070 · Peoples - CDBG Disaster Recover	0.42
Total Checking/Savings	<u>71,633.24</u>
Accounts Receivable	
1100 · Accounts Receivable	148,653.32
Total Accounts Receivable	<u>148,653.32</u>
Other Current Assets	
1120 · Prepaid Payroll	3,915.76
Total Other Current Assets	<u>3,915.76</u>
Total Current Assets	224,202.32
Other Assets	
1700 · Deposits	4,415.00
1960 · Other Prepaid Expense	13,388.85
Total Other Assets	<u>17,803.85</u>
TOTAL ASSETS	<u>242,006.17</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2140 · Accrued Vacation	21,665.28
2160 · Accrued Expenses	8,583.05
Total Other Current Liabilities	<u>30,248.33</u>
Total Current Liabilities	<u>30,248.33</u>
Total Liabilities	30,248.33
Equity	
3100 · Fund Balance	354,952.91
3900 · Retained Earnings	-237,724.26
Net Income	94,529.19
Total Equity	<u>211,757.84</u>
TOTAL LIABILITIES & EQUITY	<u>242,006.17</u>

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03/31/16

Accrual Basis

Central Vermont Regional Planning Commission
Profit & Loss Budget vs. Actual
July 2015 through March 2016

	CVRPC			
	Jul '15 - Mar 16	Budget	\$ Over Budget	% of Budget
Income				
1145 · Prepaid REVENUE	0.00	0.00	0.00	0.0%
4045 · CDBG Admin	0.00	750.00	-750.00	0.0%
4050 · DCA Core	272,253.00	272,253.00	0.00	100.0%
4146 · MRVPD Admn	3,562.47	4,750.00	-1,187.53	75.0%
4150 · RC&D Admn	0.00	0.00	0.00	0.0%
4185 · WRD Admn	2,600.00	2,600.00	0.00	100.0%
4192 · Urban Forest Grant	1,000.00			
4195 · VERI TRORC	1,036.47	931.00	105.47	111.3%
4200 · Town Dues	0.00	0.00	0.00	0.0%
4201 · TownDues FY 16	70,540.80	71,537.00	-996.20	98.6%
4220 · ECO Northfield SW	18,570.00			
4225 · ERP Northfld Village SW	8,140.00			
4230 · RERP DPS	1,672.65	0.00	1,672.65	100.0%
4232 · LEPC 5	4,000.00			
4235 · CDBG 16	2,999.53			
4240 · DEMHSDPS MOU	501.06			
4250 · Barre Town CDBG	0.00	0.00	0.00	0.0%
4400 · Brownfields Grant	3,494.42	80,000.00	-76,505.58	4.4%
4660 · LCPC/PDM now NWRPC	1,950.00	0.00	1,950.00	100.0%
4668 · NRPC PDM-C grant	260.00	0.00	260.00	100.0%
4670 · HMGP MEGA	8,957.53	29,580.00	-20,622.47	30.3%
4671 · EMPG CVRPC	39,548.33	58,894.00	-19,345.67	67.2%
4679 · EMGP CCRPC 2014	0.00	0.00	0.00	0.0%
4682 · CDBG-DR-RPC	1,272.00	0.00	1,272.00	100.0%
4685 · Green Infrastructure ccrpc rev	5,355.88	4,952.00	403.88	108.2%
4700 · Interest Income	7.45	0.00	7.45	100.0%
4725 · Plainfield CDBG	750.00			
4730 · Forest Stewardship LCPC	4,072.44	1,000.00	3,072.44	407.2%
4745 · Waterbury ERP FEH GIS	18,916.00	0.00	18,916.00	100.0%
4749 · GIS 604B LCPC	0.00	0.00	0.00	0.0%
4749.5 · GIS 604B ACRPC	2,000.00	4,000.00	-2,000.00	50.0%
4750 · GIS Project	13,782.00	10,655.00	3,127.00	129.3%
4751 · GIS Federal Income	0.00	82,625.00	-82,625.00	0.0%
4810 · Water Quality	0.00	17,000.00	-17,000.00	0.0%
4909 · Transportation	148,786.13	206,948.00	-58,161.87	71.9%
4910.5 · Better Back Roads	0.00	16,000.00	-16,000.00	0.0%
Total Income	636,028.16	864,475.00	-228,446.84	73.6%
Gross Profit	636,028.16	864,475.00	-228,446.84	73.6%
Expense				
5000 · Personnel	293,844.21	412,174.00	-118,329.79	71.3%
6005 · ED Job Search	0.00	3,000.00	-3,000.00	0.0%
6010 · Health Insurance	49,961.02	82,020.00	-32,058.98	60.9%
6011 · Life Disability Insurance	2,761.98	4,471.00	-1,709.02	61.8%
6012 · CVRPC FICA	21,666.61	32,592.00	-10,925.39	66.5%
6015 · Workmen's comp	621.00	2,500.00	-1,879.00	24.8%
6016.5 · MRVPD staff travel	34.50			
6017 · Unemployment Comp	1,439.00	750.00	689.00	191.9%
6018 · Pension Plan	8,654.78	11,528.00	-2,873.22	75.1%
6023 · Cleaning	1,260.00	1,800.00	-540.00	70.0%
6040 · Rent	30,794.22	41,059.00	-10,264.78	75.0%
6050 · Telephone	4,956.32	5,100.00	-143.68	97.2%
6060 · Postage	2,551.90	2,530.00	21.90	100.9%
6065 · Food systems Council expense	50.00			
6070 · Dues/Pubs/Subs	3,184.78	4,810.00	-1,625.22	66.2%
6080 · Staff Education	760.00	1,500.00	-740.00	50.7%
6085 · ACCD - other	4,873.18			
6088 · MEGA HMPG	331.96			
6089 · Barre Town man hole map	396.18			
6090 · Staff Travel	189.71	8,000.00	-7,810.29	2.4%
6090.5 · Staff Travel - Admin	997.44			
6092 · EMPG travel etc	438.18			

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03/31/16

Accrual Basis

Central Vermont Regional Planning Commission
Profit & Loss Budget vs. Actual
July 2015 through March 2016

	CVRPC			
	Jul '15 - Mar 16	Budget	\$ Over Budget	% of Budget
6093 • PlainfieldCDBG	11.50			
6094 • RERP	114.99			
6096 • Green Infrastructure ccrpc	0.00	0.00	0.00	0.0%
6100 • Office Supplies	4,360.90	4,000.00	360.90	109.0%
6115 • Copier Lease Payments	3,825.00	5,550.00	-1,725.00	68.9%
6116 • Copier extra copies	129.05	0.00	129.05	100.0%
6117 • Copier property tax	98.36			
6120 • Commission Meetings	3,505.12	5,400.00	-1,894.88	64.9%
6140 • Liability Insurance	1,149.00	1,576.00	-427.00	72.9%
6160 • Workshops	0.00	1,200.00	-1,200.00	0.0%
6180 • NRPC PDM-C	45.43			
6185 • ECO-Geo-Waterbury	0.00	0.00	0.00	0.0%
6186 • CDBG-16 LiDAR	3,000.00			
6188 • Clean Water	463.49			
6190 • Northfield ECO SW	31,904.65	67,662.00	-35,757.35	47.2%
6320 • VEM/fluvial geo contractual	0.00	0.00	0.00	0.0%
6330 • GIS Eqpt/Software	3,601.44	3,700.00	-98.56	97.3%
6340 • GIS Consultants	0.00	0.00	0.00	0.0%
6350 • GIS Supplies	148.98	1,200.00	-1,051.02	12.4%
6370 • Fluvial geo studies/intern	0.00	0.00	0.00	0.0%
6400 • Regional Plan	7,628.92	8,000.00	-371.08	95.4%
6682 • CDBG-DR-RPC TA	0.00	0.00	0.00	0.0%
6685 • Green Infrastructure CCRPC Exp	51.93			
6730 • Forest Stewardship exp	39.10	0.00	39.10	100.0%
6745 • Waterbury ERP FEH GIS expense	5,593.00	0.00	5,593.00	100.0%
6750 • Two Rivers VERI	0.00	0.00	0.00	0.0%
6820 • Equipment/Server	0.00	0.00	0.00	0.0%
6825 • SafetyNet/server maintenance	4,450.00	5,500.00	-1,050.00	80.9%
6850 • CVRPC Audit	6,000.00	12,500.00	-6,500.00	48.0%
6855 • Legal Assistance	700.00	0.00	700.00	100.0%
6860 • Government Relations	2,545.46	2,500.00	45.46	101.8%
7000 • Transportation Direct	15,991.22	18,904.00	-2,912.78	84.6%
7400 • Brownfields expense	1,384.85	64,043.00	-62,658.15	2.2%
7401 • Brownfields Travel	17.28			
Total Expense	526,526.64	815,569.00	-289,042.36	64.6%
Net Income	109,501.52	48,906.00	60,595.52	223.9%

Executive Director's Report

March 31, 2016

Finance/Office Manager Hiring Update

Seven new candidates applied to CVRPC's open position. Staff has reviewed resumes and will be inviting candidates to interview next week. The candidate pool represented significant experience in financial management. All candidates reside in Vermont, and all but two live in the Central Vermont region. Many said they saw the position on Front Porch Forum or were referred by a local official. Thank you to everyone who posted the position on FPF or sent candidates our way!

Projects/Programs: Marshfield Bylaw Update

The Marshfield Planning Commission requested CVRPC assistance to begin a zoning update. CVRPC will provide public engagement facilitation and GIS services to help the Town frame its approach.

Marshfield's zoning has remained remarkably consistent since it was adopted in 1969. It's simple elegance (four districts) reflects resident's desire for uninterrupted views of forest and maintaining the compact nature of Marshfield Village and Plainfield Village. Marshfield is working to maintain its forest reserve areas while working to insure development patterns reinforce its rural character. The Town Plan spends considerable effort defining what "rural character" means to the community.

Advancing Knowledge: CVRPC Hosts Manufactured Home Rule Call

HUD's new manufactured housing installation program goes into effect in Vermont starting on May 1. CVRPC will hosted a "Vermont Only" industry conference call on April 7 to assist mobile home dealers, planning officials, and others prepare for this change

In 2008, HUD passed new regulations for manufactured homes that included model installation standards and a dispute resolution program for consumers. Many state governments have a State Administrative Agency which oversees manufactured housing issues on behalf of HUD. Vermont is one of about twelve States that does not have an SAA. Vermont is a "HUD-Administered State".

The model installation standards have been in effect since 2008. Any new manufactured home since October 2008 is required to be installed per the manufacturer's instructions, and have tie downs/anchors. Starting on May 1, 2016 anyone installing a new manufactured home in Vermont is required to have a license from HUD, and a qualified person must inspect every installation.

Local officials will not be allowed to issue certificates of occupancy (zoning permit) for any manufactured home that is not installed by a licensed installer and inspected. Local officials in municipalities with a local building code office may be able to conduct the inspection, but for the vast majority of municipalities where there is not a local building code enforcement office, a third-party inspector such as an licensed architect or registered engineer will likely be needed.

More information on the manufactured housing installation website, or on the Agency of Commerce Mobile Home Park Page at <http://www.manufacturedhousinginstallation.com/> and http://accd.vermont.gov/strong_communities/housing/mobile_home_parks respectively.

Legislation: S.230 Energy Siting Bill

(Adapted from the Vermont Planner Association Legislative Update, provided by Sharron Murray)

S.230 better integrates energy and land use planning by:

- Incorporating state energy policies under Chapter 117, and Chapter 117 state planning policies under Title 30.
- Strengthening regional and municipal energy planning - per the RPC pilot project - to include proposed amendments to plan energy elements to more specifically address facility siting.
- Enacting former Siting Commission recommendations to give “certified energy compliant” regional and municipal plans more weight (substantial deference) in Section 248 proceedings. Regional plans would be certified by the PSD; municipal plans by RPC’s with certified plans. Draft certification criteria are to be developed by the PSD for public review by October 2016.
- Requiring the PSD to develop initial facility siting recommendations for public review and comment by October 2016, as guidance for regional and municipal planning, to be appended to state electricity and comprehensive energy plans.
- Establishing program incentives for projects sited in “preferred locations” (e.g., parking lots/canopies, rooftops, landfills, gravel pits/quarries and other previously developed/disturbed sites, or as defined by municipalities in municipal plans).

The bill attempts to improve the 248 process by:

- Establishing the position of PSB “Public Assistance Officer” to provide information and guidance and answer questions re 248 proceedings and other matters covered under Title 30.
- Giving RPCS and the Agency of Agriculture party status by right in Section 248 proceedings—including clarification of existing RPC requirements under Chapter 117 for participation in Section 248 proceedings; and bill-back authority for the Ag Agency to fund a new position.
- Requiring site plan level application information for all proposed electric generation projects >15 kW.
- Requiring certification that aesthetic mitigation measures have been installed as approved, and provisions for ongoing maintenance.
- Requiring decommissioning for electric generation facilities >150kW, to include the posting of a bond or other security acceptable to the board.

The bill incorporates several recommendations from Senate Agriculture (initially included under S.205 as amended in the committee) with regard to avoiding impacts to primary agricultural soils. It does not :

- more broadly address farm or forest land subdivision and fragmentation or long-term access to farmland;
- carry Act 250’s 9(b) into Section 248 as recommended by Senate Ag;
- provide for Act 250 forms of off-site mitigation; or
- give municipalities more regulatory authority over the siting of smaller systems.

The bill requires that *all* municipal plans be consistent with all Chapter 117 state planning goals—changing the “should” to a “shall” - whether to be submitted for regional approval, or not.

The Senate votes on the bill on March 31st. Several amendments have been proposed. House Natural Resources has scheduled time to consider this bill, given its likely passage in the Senate.

Regional Energy Planning
Bennington County Regional Commission
Sub-Grant to
Central Vermont Regional Planning Commission

1. **Parties:** This is a sub-grant provided by the Bennington County Regional Commission (BCRC) to the Central Vermont Regional Planning Commission (CVRPC), with principal place of business at 29 Main Street, Montpelier, Vermont.
 - CVRPC Federal Identification Number is: _____.
2. **Subject Matter:** The subject matter of this sub-grant is for the development of a regional energy plan. A complete description of services to be provided and products to be delivered is included in Attachment A and Addendum 1 of the appended agreement between the Vermont Public Service Department and the BCRC.
3. **Maximum Amount:** In consideration of the services to be performed by the CVRPC, BCRC agrees to pay CVRPC a maximum amount of \$30,000.
4. **Payment Provisions:** Funds will be paid to CVRPC according to the following schedule.
 - Payment #1: \$5,000 on or about July 15, 2016 upon submission of data on regional energy usage/generation and LEAP milestone scenarios for the region.
 - Payment #2: \$5,000 on or about January 1, 2017 upon submission of energy generation siting maps and identified strategies and proposed implementation activities for thermal, transportation/land use, and electricity.
 - Payment #3: \$6,000 on or about July 15, 2017 upon submission of draft regional energy plans and maps.
 - Payment #4: \$7,000 on or about February 15, 2018 upon submission of final regional energy plans and maps.
 - Payment #5: \$7,000 on or about March 15, 2018 upon project close out and acceptance by the BCRC and the Public Service Department.
5. **Term:** The period of CVRPC's performance shall begin on March 1, 2016 and end on March 15, 2018.
6. **Amendments:** No changes, modifications, or amendments in the terms and conditions of this sub-grant shall be effective unless reduced in writing, numbered and signed by the duly authorized representative of the BCRC and the CVRPC.
7. **Additional Provisions:** The CVRPC agrees to abide by all the applicable requirements and provisions of the appended agreement between the Vermont Public Service Department and the BCRC.

8. **Applicable Law:** This agreement shall be interpreted and enforced according to the laws of the State of Vermont.

9. **Cancellation:** This sub-grant may be cancelled by either party by giving written notice at least 30 days in advance.

10. **Contact Persons:** The CVRPC contact person for this award is:

- Name: _____
- Telephone: _____
- Email: _____

11. **Attachments:** This sub-grant consists of pages 1 and 2 of this agreement, and the appended agreement between the Vermont Public Service Department and the BCRC (Contract #30934).

We, the undersigned parties, agree to be bound by this agreement.

By the BCRC:

Date: _____

Signature: _____

Name: James Sullivan

Title: Executive Director

Organization: Bennington County Regional Commission

By the CVRPC:

Date: _____

Signature: _____

Name:

Title:

Organization:

1. **Parties.** This is a contract for services between the State of Vermont, Public Service Department (hereinafter the "State"), and **Bennington County Regional Commission (BCRC)**, with principal place of business in **Bennington, VT** (hereinafter the "Contractor"). Contractor's form of business organization is a **political subdivision of the state**. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of **the creation of detailed regional energy plans and maps**. Detailed services to be provided by the contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$150,000.00**.

4. **Contract Term.** The period of contractor's performance shall begin on **March 1, 2016** and end on **March 1, 2018**.

5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required
- Approval by the CIO/Commissioner is not required.

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

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

8. **Attachments.** This contract consists of 20 pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Contract Provisions," (dated September 1, 2015)
- Attachment D - Other Provisions

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

By the State of Vermont:

Date: _____

Signature: _____

Name: Christopher Recchia, Commissioner

Agency: Public Service Department

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A
Specifications of Work to be Performed

The Contractor shall adhere to the following:

Project Description

Contractor, with the assistance of Vermont Energy Investment Corporation (VEIC), will oversee and assist four sister Regional Planning Commissions (RPCs) with whom it subcontracts (Central Vermont Regional Planning Commission, Lamoille County Planning Commission, Southern Windsor County Regional Planning Commission, and Rutland Regional Planning Commission) in developing detailed energy components of each region's Regional Plan pursuant to their related statutory responsibilities as required by 24 V.S.A. Chapter 117, Subchapter 3. The work will build on data, tools, methodology, best practices, and lessons learned from the regional energy planning pilot program currently underway in contract # 28403. The energy plans will advance the State's energy and climate goals while being consistent with local and regional needs and concerns, and will provide specificity to enable progress of each region toward those goals. The RPCs will work cooperatively during the project, sharing resources and developing the plans using a consistent format. This level of coordination will improve the planning process and achieve cost efficiencies.

The work to be completed by the RPCs and overseen by Contractor, which is described in greater detail in Addendum I, covers three key areas: (1) establishment of regionally appropriate targets for specific energy conservation, generation, and fuel-switching strategies; (2) development of comprehensive regional energy plans that include specific strategies for conservation, energy efficiency, and reduced use of fossil fuels, and (3) a geographic analysis that identifies energy resources and the most appropriate locations for new renewable (thermal and electric) energy generation projects. This work will require involvement of appropriate state, regional, and local stakeholders to identify opportunities, challenges, resources, and constraints and to provide key input at various phases of plan development.

Contractor will also subcontract with and oversee the work of VEIC, which will participate in the project by developing future energy scenarios and strategies for each region using the Long-Range Energy Alternatives Planning (LEAP) model. Each region will work with VEIC to create regionally appropriate scenarios for a mix of conservation, renewable thermal and electric energy generation (local and/or imported), and fuel-switching targets.

Contract Oversight

Funds are provided to Contractor to support the provision of services and completion of products specifically described in this Attachment and in Addendum I, and must be used in a manner that conforms to all relevant State standards. The services performed under this Contract shall be monitored by State assigned staff. Reporting requirements will include performance expectations and deliverables, as described herein and in Addendum I. Any changes to time, scope, and/or resources shall be discussed in advance and the impacts to the work to be performed will be

determined and reduced to writing by the State and the RPC in the form of a contract amendment.

Deliverables

1. Contractor will deliver a draft of the results of initial LEAP analysis for each region supporting preliminary regional milestones for energy conservation, efficiency, fuel-switching, and renewable thermal and electric supply no later than June 1, 2016. The draft shall include a discussion of the inputs to and assumptions made in the model.
2. Contractor will deliver a mid-project "lessons learned" summary of the work completed by all four participating RPCs no later than November 15, 2016. The report will conform to any required format distributed by the State, and will address activities completed and relevant lessons learned pursuant to Attachment A and Addendum I since contract commencement. It will include summaries and results of statewide and regional total energy and energy sector analysis, modeling, and scenario development; draft maps of regional thermal and electric energy resource potential and site constraints; summaries and outcomes of state, regional local, and other stakeholder calls and meetings; and lessons learned.
3. Contractor will deliver draft regional plans for Central Vermont Regional Planning Commission (CVRPC), Lamoille County Planning Commission (LCPC), Southern Windsor County Regional Planning Commission (SWCRPC), and Rutland Regional Planning Commission (RRPC) no later than May 31, 2017. The draft plans for each region shall include the following elements and should, to the extent practicable, follow the best practices for energy and transportation planning as articulated by the American Planners Association:
 - a. Total Energy
 - i. Baseline energy usage across all sectors and existing sources of thermal and electric generation for the region
 - ii. 2025, 2035, and 2050 milestones for energy conservation, efficiency, fuel-switching, and renewable thermal and electric supply
 - b. Thermal Efficiency and Alternative Heating Systems
 - i. Analysis of regional conservation, efficiency, and conversion to alternative heating fuels/systems required to achieve 2025, 2035, and 2050 milestones
 - ii. Recommended pathways toward achieving milestones, based on total energy and sector analysis and stakeholder engagement to date
 - c. Transportation System Changes and Land Use Strategies
 - i. Analysis of regional transportation system changes required to achieve 2025, 2035, and 2050 milestones
 - ii. Recommended pathways toward achieving milestones, based on total energy and sector analysis and stakeholder engagement to date
 - d. Conserving Electricity and Improving Efficiency of Delivery and End Use

- i. Analysis of regional conservation and efficiency necessary to achieve 2025, 2035, and 2050 milestones
 - ii. Recommended pathways toward achieving milestones, based on total energy and sector analysis and stakeholder engagement to date
 - e. Mapping Energy Generation Resources and Constraints
 - i. Map of existing generators and renewable thermal and electric resource potential, based on statewide resource mapping and known resources and constraints
 - ii. Assessment of the adequacy of the unconstrained resource base to meet projected renewable thermal and electric generation needs based on resource analysis completed to date
- 4. Contractor will deliver a final report and “lessons learned” summary of the work completed by all four participating regional commissions no later than December 31, 2017. The report will conform to any required format distributed by the State, and will address activities completed and relevant lessons learned pursuant to Attachment A and Addendum I over the entire contract period. It will include final summaries and results of statewide and regional total energy and energy sector analysis, modeling, and scenario development; final regional maps identifying renewable thermal and electric energy resources, site constraints, and assessment of the adequacy of the unconstrained resource base to meet projected generation needs; summaries and outcomes of state, regional, local, and other stakeholder calls and meetings (including identification of changes made to scenario development and maps based on input from those meetings); and lessons learned.
- 5. Contractor will ensure completion of the final regional plans for CVRPC, LCPC, SWCRPC, and RRPC, their advancement to a vote of the full RPCs, and their delivery to the State no later than February 1, 2018. The final plans shall include the same elements as included in the draft plan, refined based on state, regional, and local stakeholder input and on more detailed LEAP analysis, along with specific actions for each sector that would lead to attainment of 2025, 2035, and 2050 milestones. Final regional generation maps will show areas of high potential for thermal and electric renewable resource development and will include an assessment of the adequacy of the unconstrained resource base to meet projected renewable electric and thermal generation needs based on resource analysis.

Performance Measures

Upon receipt of each Report submission, the State, in order to fully assess the effectiveness of this contract, may require additional information, consistent with this scope of work, from Contractor and/or its subcontractors.

Failure by Contractor to fulfill in a timely and proper manner its obligations under, or comply with, any of the terms or conditions of this contract shall constitute a Default. The State shall notify Contractor of the Default, may establish a period not to exceed thirty (30) calendar days to correct such Default, and may cease payment of any portion of Contract funds, until the Default is cured. If Contractor does not cure the Default at the completion of the correction period, then State: (1)

ATTACHMENT B
Payment Provisions

The maximum amount of this Contract shall not exceed \$150,000.00. This maximum amount is not intended under this Contract as any form of a guaranteed amount.

1. A certificate of insurance must be submitted prior to commencement of work and release of payments (Attachment C, Section 7).
2. Invoices must be rendered on Contractor's standard billhead or official letterhead. Contractor shall include the Contract # of this contract on all invoices.

3. Invoices shall be submitted to:

Business Office
Accounts Payable
Public Service Department
112 State Street – Drawer 20
Montpelier, VT 05620-2601

4. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing as required by 32 V.S.A. § 463. Invoicing must contain a detail of services including dates and hours of work performed and rates of pay.
5. **Payment of Funds:** The Funds shall be payable to Contractor under this contract in five equal payments, provided that the RPC has satisfactorily submitted required deliverables, as follows:

- Payment #1 will be paid to Contractor on or about July 1, 2016, upon submission of the results and discussion of initial LEAP analysis and preliminary milestones.
- Payment #2 will be paid to Contractor on or about December 15, 2016, upon submission of the mid-term report showing satisfactory progress (as defined in the Performance Measures contained in Addendum I) in completing the terms of this contract.
- Payment #3 will be paid to Contractor on or about June 30, 2017, upon submission of the draft plans addressing the elements discussed in Attachment A and Addendum I.
- Payment #4 will be paid to Contractor on or about January 31, 2018, upon submission of the final report showing satisfactory completion (as defined in the Performance Measures contained in Addendum I) of the terms of this contract.
- Payment #5 will be paid to Contractor on or about March 1, 2018, upon submission of the final plans addressing the elements discussed in Attachment A and Addendum I.

may require Contractor to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in the terms and conditions of this contract; or, in the alternative, may forever retain any portion of Funds, equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this contract by giving written notice to Contractor, specifying the effective date thereof.

If any portion of the Funds paid to Contractor is not expended or obligated at the end of the scheduled term of this contract, Contractor will supply to the State a mutually agreeable plan detailing the anticipated expenditure of such remaining portion of Funds, before such expenditure occurs

6. The State shall not be responsible for any expenses of the Contractor.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
(September 2015)**

1. **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.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **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.
4. **Appropriations:** 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.
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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **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 the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations.

These are solely minimums that have been established to protect the interests of the 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.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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.

- 10. 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.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 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. Party further agrees to include this provision in all subcontracts.
- 12. 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.

13. Taxes Due to the State:

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

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

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

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

- 15. 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 also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing 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.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

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

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

19. **Certification Regarding Use of State Funds:** In the case that 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.
20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, 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).
21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR 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.
22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

ATTACHMENT D
Other Provisions

1. **Work Product Ownership.** Upon full payment by the State, all products of the Contractor's work, including but not limited to outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the joint property of the State of Vermont and the Contractor. The Contractor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. The RPC shall not use any copyright protected material in the performance of the work under this contract that would require the payment of any fee for present or future use of the same by the State. To the extent the RPC uses copyrighted materials in performance of work under this Contract, the RPC shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material.
2. **Prior Approval/Review of Releases.** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Contractor under this contract shall be approved by the State prior to release.
3. **Ownership of Equipment.** Any equipment purchased or furnished by the State to Contractor under this contract is provided on a loan basis only and remains the property of the State.
4. **Confidential Information.** During the course of the work contemplated in this contract, Contractor shall not on its own enter into any agreements which pertain to information to be used in performing such work and which restrict access to information or denominate information as confidential, allegedly confidential, or protected from disclosure.

During the course of the work contemplated in this Contract, Contractor may be asked by the Department of Public Service to use information which has been denominated as allegedly confidential information and protected from disclosure under a protective agreement entered into by the Department. Any and all personnel of Contractor, including sub-contractors, who are to use such information shall sign the appropriate schedule to the protective agreement and shall protect the information from disclosure to persons who have not agreed to be bound by that agreement. Contractor shall ensure that its personnel and sub-contractors comply with the protective agreement and shall return all copies of the allegedly confidential information within twenty-one (21) days of completion of its use or promptly upon request of the Department.

Addendum I

Bennington County Regional Commission Work Plan and Performance Measures

PROJECT OUTCOME

Development of high-quality, detailed, and practical energy plans for Central Vermont Regional Planning Commission (CVRPC), Lamoille County Planning Commission (LCPC), Southern Windsor County Regional Planning Commission (SWCRPC), and Rutland Regional Planning Commission (RRPC), based on the best practices for energy and transportation planning as articulated by the American Planners Association, that advance the State's energy and climate goals while being consistent with local and regional needs and concerns. Document work done and lessons learned for future application to all Vermont Regional Planning Commissions.

ACTIVITIES

1. Draft Regional Energy Plan Development

- a. Coordination and Project Start-Up
 - i. Introduction of project, CEP background, LEAP model to RPC commissioners
 - ii. Project kick-off meeting with RPC staff, Department of Public Service, and VEIC to review RPC pilot projects to date and data and resources available through the pilots.
- b. Regional Analysis and Scenario Development
 - i. Total Energy: The Comprehensive Energy Plan provides a policy framework for advancing statewide energy goals. Based on that framework, RPCs will work with the Department of Public Service and VEIC to develop scenarios directed at meeting the state's energy goals.
 1. As a first step, baseline data for energy usage across all sectors and existing sources of thermal and electric generation - for each region - will be identified.
 2. Working with the Department of Public Service and aligned with the 2016 Comprehensive Energy Plan (CEP) process, 2025 and 2035 milestones for moving toward energy conservation, efficiency, fuel-switching, and renewable energy supply goals for each region will be established.
 - ii. Thermal Efficiency and Alternative Heating Systems: Regional analysis based on state framework and LEAP analysis milestones to understand level of energy conservation, efficiency, and conversion to alternative heating fuels/systems needed to meet goals by region.

- iii. Transportation System Changes and Land Use Strategies: RPCs review existing land use and transportation plans and LEAP analysis in the context of achieving regional energy milestones and state energy goals.
 - iv. Conserving Electricity and Improving Efficiency of Delivery and End Use: Regional analysis based on state framework and LEAP analysis milestones to understand level of conservation and end use efficiency needed to meet goals by region.
 - v. Mapping Energy Generation Resources and Constraints: Regional analysis based on state framework and LEAP analysis milestones to understand the potential for renewable generation in each region. Identification of an appropriate number of annual MWh of renewable electric generation that might be expected from each region by 2025, 2035, and 2050 in order to maintain a trajectory toward CEP goals. In parallel with this analytical effort, RPC staff will be trained in the use of available GIS data and tools. The training will be designed to ensure consistent application of these tools in a way that will help inform decisions about the most appropriate locations for generation projects.
- c. State, Regional, and Local Coordination
- i. Total Energy: Ongoing coordination at the statewide level, through cooperation among all RPCs and the Department of Public Service, will be necessary to ensure that the collection of individual regional plans effectively addresses statewide goals. It is expected that this will be an iterative process at both the regional and state level as decisions are made concerning the relative levels of generation, conservation, and alternative fuels in each region.
 - ii. Thermal Efficiency and Alternative Heating Systems:
 - 1. State: Review relevant sections of the 2016 Comprehensive Energy Plan and findings from the RPC pilot projects, and reach out to state stakeholders as needed (such as Efficiency Vermont, electric and natural gas utilities, Department of Public Service, Weatherization Assistance Program service providers, NeighborWorks organizations, and others) in order to identify existing resources and develop strategies for public education, delivery of weatherization services, and expanded use of alternative heating systems.
 - 2. Regional and Local: Regional and sub-regional meetings with local energy committees, housing organizations, business groups, and other interested parties to plan specific education and outreach efforts, identify most effective implementation programs and activities, and identify local policies that could be implemented to

help reach milestones. (To include identification of locations with suitable density and thermal energy demand for the potential use of biomass or biogas district heating systems, with or without CHP capability.)

iii. Transportation System Changes and Land Use Strategies

1. State: Review relevant sections of the 2016 Comprehensive Energy Plan and findings from the RPC pilot projects, and reach out to state stakeholders as needed (such as Department of Public Service, Vermont Agency of Transportation, and Agency of Commerce and Community Development) to identify and discuss actions needed to transform vehicle fleet, expand public transportation and rail service, and focus new development into concentrated mixed use areas; identification of required local/regional actions in the context of expected or proposed state and federal actions.
2. Regional and Local: Regional meetings with towns, transportation agencies and interests, downtown and village center organizations to identify specific local actions that can be taken to provide effective public education and outreach and to begin development of infrastructure necessary to achieve transportation and land use objectives that will support achievement of state energy goals.

iv. Conserving Electricity and Improving Efficiency of Delivery and End Use

1. State: Review relevant sections of the 2016 Comprehensive Energy Plan and findings from the RPC pilot projects, and reach out to state stakeholders as needed (such as Efficiency Vermont and Department of Public Service) to determine appropriate strategies for driving residential, commercial, public sector, and industrial electricity conservation.
2. Regional and Local: Meeting to identify actions above and beyond those within the purview of the statewide EEU's (i.e., conservation, behavioral change, etc.) and to understand interplay of statewide efficiency actions with local total thermal and transportation options.

v. Mapping Energy Generation Resources and Constraints

1. State, Round 1: A training session led by BCRC and run by relevant staff from the pilot RPCS will be held for CVRPC, LCPC, SWCRPC, and RRPC and any additional RPCs who may wish to attend. Invitations will be extended to the Agency of Natural Resources, the Department of Public Service, Department of Health, Agency of Agriculture, Agency of Commerce and

Community Development, Vermont Center for Geographic Information, Vermont Sustainable Jobs Fund, utilities, and VELCO to assist in identification of resources and constraints available on a statewide basis to include in the analysis that may have changed since the initial mapping was done in the pilots.

2. Regional and Local, Round 1: meetings of participating RPCs and outreach to identify additional energy resource areas and/or constraints (e.g., municipally owned land that a town would like to see used for energy development, historic areas, residential neighborhoods, critical scenic resources, etc.).
3. State, Round 2: A second round of meetings of participating RPCs with the Department of Public Service to check on compatibility of regional maps (below) and identify any issues that need to be addressed prior to production of final renewable generation resource maps.
4. Regional and Local, Round 2: Regional meetings to review maps with municipalities, provision of maps for each town.

d. Writing Draft Plans

- i. Thermal Efficiency and Alternative Heating Systems: RPCs prepare regional energy plan elements that include specific actions for education, outreach, policy, and collaboration with local and state groups to implement weatherization, fuel-switching, and heating system initiatives.
- ii. Transportation System Changes and Land Use Strategies: RPCs prepare regional plan elements related to transportation system and attainment of regional and state energy goals.
- iii. Conserving Electricity and Improving Efficiency of Delivery and End Use: RPCs prepare regional energy plan elements that include specific actions for education, outreach, and policy on conservation measures and programs in order to encourage people and businesses to utilize existing programs and incentives.
- iv. Mapping Energy Generation Resources and Constraints: Maps will be produced by each RPC showing areas of high potential, based on resource availability, infrastructure, and known constraints, for various types of renewable generation facilities: wind, solar, hydro, and biogas/biomass/CHP. This effort will produce dynamic information and mapping that will continue to evolve over time.
 1. Coordinated review among RPCs, agencies and departments – agreement on final protocols and map templates.
 2. RPCs produce final draft of siting potential maps (that will then be refined).

3. Production of final regional generation maps showing areas of high potential for energy development (by technology/resource).

PERFORMANCE MEASURES FOR DRAFT PLANS

What was done (Y/N)?	To what extent and well was it done (for all four Regions)?
Project kickoff	Intro meeting for Commissioners was held (date, # and type of attendees, outcomes)
	Project kickoff meeting was held (date, # and type of attendees, outcomes)
Regional energy analysis	Total energy analysis completed and included (summarize outcomes of analysis)
	Thermal analysis completed and included (summarize outcomes of analysis)
	Transportation analysis completed and included (summarize outcomes and specific goals)
	Conservation and efficiency analysis completed and included (summarize outcomes and specific goals above and beyond efficiency utility activities)
Regional scenario development	Description included of total energy milestones developed based on LEAP modeling, coordination across RPCs and with partners, and LEAP model training
	Description included of specific goals developed for thermal efficiency and alternative heating, based on LEAP modeling
	Description included of specific goals developed for transportation system changes and land use strategies, based on LEAP modeling
	Description included of specific goals developed for conserving electricity and improving efficiency of delivery and end use, based on LEAP modeling.
Regional mapping	Regional analysis and map of existing thermal and electric generation resources as well as potential renewable thermal and electric generation based on high potential renewable energy resources, regional energy use, LEAP model, and land use constraints included
Statewide, regional, and local coordination	Description included of coordination with state, regional, and local on total energy activities (# of meetings/calls, participants, and outcomes)
	Description included of coordination with state, regional, and local organizations on thermal efficiency and alternative heating activities (# of meetings/calls, participants, and outcomes)
	Description included of coordination with state, regional, and local organizations on transportation system changes and land use strategy activities (# of meetings/calls, participants, and outcomes)
	Description included of coordination with state, regional, and organizations on conserving electricity and improving efficiency of delivery and end use activities, beyond efficiency utility activities (# of meetings/calls, participants, and outcomes)
	Description included of coordination with state, regional, and local organizations to identify energy resources, constraints, and potential generation sites, as well as results of regional meetings to review results and gain feedback (# of meetings/calls, participants, and outcomes)

Draft plan development	Draft thermal efficiency and alternative heating systems section included, based on LEAP analysis, scenario development, and input from state/regional/local organizations
	Draft transportation system changes and land use strategies section included, based on LEAP analysis, scenario development, and input from state/regional/local organizations
	Draft conserving electricity and improving efficiency and delivery of end use section included (beyond efficiency utility actions), based on LEAP analysis, scenario development, and input from state/regional/local organizations
	Draft state/regional maps of high potential areas/sites maps included, based on LEAP analysis, scenario development, and input from state/regional/local organizations (including assessment of potential generating capacity and summary report)

2. Mid-Project Report

- a. Summarize activities to date, making sure to address each of the performance measures above.
- b. Provide a summary of “lessons learned” to date that would be useful for other RPCs developing energy plans.

3. Final Regional Energy Plan Development

- a. RPCs merge space heating, transportation/land use, electricity conservation, and appropriate results from mapping/facility siting sections into draft regional energy plans.
- b. RPCs distribute draft plans to the Department of Public Service, towns, and other interest groups for review.
- c. Regional meetings on the draft plans – comments and suggestions received.
- d. RPCs make revisions to the draft plans, prepare final draft regional energy plans and distribute to towns, interest groups, and state agencies and departments.
- e. RPCs receive comments from towns, agencies and departments, and other interests and schedule/hold public hearings.
- f. RPCs make any final changes to the plans, hold hearings on the final regional energy plans.
- g. RPCs advance final regional energy plans to a vote of the full RPCs and distribute any adopted plans (and final plans, as appropriate) to municipalities and state agencies and departments, including the Department of Public Service.

PERFORMANCE MEASURES FOR FINAL PLANS

What was done (Y/N)?	How well was it done (for all four Regions)?
Final plan development	Draft plans provided to DPS and state, regional, and local organizations for review (list of organizations to whom report was distributed)
	Summary included of regional meetings held (# and location of meetings, # and type of attendees, summary of input received)
	Draft plans revised based on comments (marked up and clean versions of plans, along with summary of changes made based on input received)
	Final drafts prepared and hearings held (# of hearings held, location and # of attendees)
	Final plans completed and advanced to a vote of the full RPCs, and submitted to DPS; DPS assisted with coordinating the CEP process (final plans along with summary of any changes made based on public hearings, status and description of the plan adoption process, and description of any CEP-related activities)

4. Final Project Report

- a. Summarize contract activities, making sure to address each of the performance measures above (and appending the summary addressing performance measures from the mid-term report).
- b. Provide a summary of "lessons learned" for the entire project/contract term that would be useful for other RPCs developing energy plans.

5. Contractor's Obligation to Complete

- a. Ensure completion of final regional plans, advancement to a vote of the full RPCs, and delivery to the State.



MEMORANDUM

TO: Central Vermont Regional Planning Commission Executive Committee

FROM: Eric Vorwald, AICP
Senior Planner

RE: **Regional Plan Update Schedule - UPDATE**

DATE: April 4, 2016

The purpose of this memo is to provide the Executive Committee with a status report on the schedule for updating the Central Vermont Regional Plan (Plan Central Vermont). At the February meeting of the Executive Committee, staff provided an outline and identified several approaches for continuing forward and noted that the current regional plan is scheduled to expire in September 2016. The majority of the work on the update is complete, however there are several outstanding items that remain. These items include:

1. Completion of the Energy Element
2. Completion of an Implementation Element
3. Overall consistency review of all updated elements
4. Possible updates to the Land Use Element

At the February Executive Committee meeting staff noted that a regional energy plan will be underway in the coming months and will provide detailed information that could be used for the energy element. Following discussion by the Executive Committee, it was determined that staff would provide a timeline for how the update to Plan Central Vermont could move forward in the context of the regional energy plan.

Staff has identified three options for advancing these efforts including:

1. Re-adoption of the current regional plan without incorporating updates
2. Re-adoption of the current regional plan and incorporate updates except for energy
3. Re-adoption of the current regional plan and incorporate updates including energy

Based on existing workloads and time needed to advertise the re-adoption of Plan Central Vermont, staff would recommend option one. This will provide necessary time to adequately review the entire plan for consistency and development of an implementation program that will most effectively benefit the region. Option one will also allow time for work to be completed on the regional energy plan so specific recommendations regarding energy can be included in Plan Central Vermont. Staff will provide the Executive Committee with additional information for consideration.



Central Vermont Regional Planning Commission

MEMO

Date: March 30, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Request to modify Emergency Management Planner position

CVRPC requires additional staff capacity to complete its contract commitments and to enhance its services to municipalities. *I am requesting Executive Committee approval to convert the Emergency Management Planner position to a full-time, permanent position as of July 1, 2016.* The position is currently a 20-hour per week, contract employee. Additionally, CVRPC continues to use a 10-hour per week temporary planner to fulfill its workload.

An inability to maintain consistent staffing challenges CVRPC in several areas. Constant turnover in the land use planner position resulted in municipalities paying more to access consultant services because they cannot count on CVRPC to meet their needs. A persistent shortage of staff meant other staff had to carry an excess workload for extended periods, lowering morale and creating over-tired employees. It also meant CVRPC had to slow project schedules to meet staffing levels, which creates an accordion effect that eventually results in a thick block of work. Adding permanent staff capacity addresses this short-term workload issue and looks to the future.

Alternatives to modifying this position include:

- Refusing additional work.
- Adding another part-time planner.
- Not completing existing contracts or requesting contract amendments.

Refusing additional work defeats the Commission's intent to return to a higher level of service to its member municipalities. Municipalities have expressed interest and excitement at CVRPC's having hired a Senior Planner. They are approaching us with new work, and are bringing funds to the table. It is our internal capacity that currently limits us.

Adding another part-time planner means configuring work space and a computer, managing another staff member, and finding an individual to fill the position (generally a 2-3 month process). Ranker can begin work on April 11, has a work space and computer, and, as a senior level employee, has the initiative and ability to immediately step into CVRPC's existing workload.

Not fulfilling contracts is unacceptable. CVRPC modified schedules for several projects from July through December 2015 due to reduced staffing. These projects cannot experience further delays without requesting contract amendments. These amendments would signal to funders that CVRPC still lacks capacity.

Converting an existing part-time position, especially because it is filled by an experienced staff person, is the most efficient and effective solution. It solves the short-term problem of excess workload and provides increased capacity into the future. Funding for a full-time position is secured through June 2017 as demonstrated in the preliminary draft of the FY17 budget.

Laura Ranker is a senior-level staff member with experience in zoning administration, grant management and administration, working with volunteers, and housing development. She is intimately familiar with administration of Community Development Block Grants. She enjoys, and can readily fill, the role of grants manager for communities. Currently, GIS Manager Dan Currier and Office Manager Laurie Emery filled this role. Dan is a highly competent grants manager; however, having him manage grants is not an effective use of his skill set. Adding Ranker's skill set would assist to fulfill current contract commitments and provide municipalities with new skills as Laurie Emery retires.

If approved, the conversion process would be completed in two steps.

- 1) As of April 11, 2016, the position would be increased to 30 hours per week, and would become a permanent position at CVRPC. The position would also shift from an hourly wage with no benefits to a salaried position with full health and dental benefits and pro-rated vacation, sick, and holiday benefits through June 30, 2016. Use of the temporary planner would continue as needed to fill land use planning gaps.
- 2) As of July 1, 2016, the position would be increased to full-time (40 hours per week) with full benefits, including disability and life insurance. Salary for the position would increase from \$18.36 per hour (\$38,189 annualized) to \$45,000. Use of the temporary planner is projected to cease as of July 1 unless the organization reached capacity again.

As funding allows, "salary catch up" funds would be budgeted in future years to align her salary fully with the skills and knowledge she brings to the Commission.



Central Vermont Regional Planning Commission

Date: March 30, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: FY16 Budget Adjustment

Attached, please find the current, approved FY16 CVRPC budget and a proposed budget adjustment for the Committee's approval. The text below expand on several changes from the August 28, 2015 adopted budget and highlight areas in which the organization is excelling and struggling.

REVENUES

Unless otherwise noted, revenue changes reflect February 29 contract balances or actual-versus-estimated contract awards. In general, revenues have decreased based on staff's ability to complete the workload projected by the budget. The original budget anticipated filling the Land Use planner position earlier in the fiscal year and was based on assumptions about organizational staffing that were not borne out by experience.

WRIGHTSVILLE BEACH RECREATION DISTRICT – No change to revenues. This item is added to apprise the Committee of changes beginning in March 2016 to align expenses more closely to revenues and CVRPC's original commitment.

CVRPC provides bookkeeping, shelter reservation, and Board meeting minute services for the 4-town inter-municipal district. It also holds a seat on the District Board based on the District bylaws.

When the District was formed, CVRPC was contracted to provide bookkeeping services. CVRPC's services have expanded to shelter reservations and minute taking. The contract amount has not adjusted with the increased services, resulting in continual and substantial losses. The contract value is \$2,600. Annual expenses, including Board meeting attendance, are ~\$9,900.

CVRPC and District staff have reached agreement that District staff will be responsible for shelter reservations and minute taking. This will better align financial service expenses with available funds. CVRPC will continue to participate on the WBRD Board; however, CVRPC's participation will no longer be booked as a contract expense.

Currently, the CVRPC Board seat is staffed by Dan Currier, who also represents the City of Montpelier on the WBRD Board. This dual service should be addressed by CVRPC in the upcoming year to avoid the potential for conflicts of interest.

HMGP MEGA – Five staff are assisting nine towns to update Local Hazard Mitigation Plans.

Project progress evolves from the town's work pace and the staff assigned. Ex. Cabot asked to complete its plan in 6 months while Roxbury, Northfield, and Fayston received initial staff contact in late March. The project was designed with a 3-month scheduling cushion, which has been fully utilized. Further delays could put some communities at risk for missing the December product deadline. I am monitoring progress and working with staff to set weekly milestones. Additional staff capacity is needed to move this project more quickly.

EXPENSES

Unless otherwise noted, expense changes reflect adjustments for new contracts.

EMERGENCY MANAGEMENT PLANNER – The budget modification proposes to convert Laura Ranker to a permanent, 30-hour per week employee with full health and dental benefits and pro-rated vacation, sick, and holiday benefits through June 30, 2016 (see memo). Her current hourly wage would be maintained. CVRPC is at risk for not meeting its current contract requirements for emergency planning and hazard mitigation plans, and existing staff are tiring from persistent work overload. The FY17 budget proposes a further conversion to full-time status beginning July 1, 2016 with a wage increase commensurate with her skill level.

STAFF ED – Increased professional development for staff to attend conferences and training. CVRPC has been nominated for a National Association of Development Organization (NADO) "Excellence in Regional Transportation" award for its leadership in developing the Vermont road erosion inventory program. Dan Currier will travel to the NADO Transportation Conference in June to showcase the project to a national audience.

AUDIT/ACCOUNTING SERVICES – Decrease for audit (\$12,500 to \$6,000). Increase for temporary and limited bookkeeping assistance by CPA firm. Laurie Emery will also provide up to 20 hours/week of service until CVRPC hires or through June 30th.

SUMMARY

Currently, CVRPC is projecting a budget surplus of \$10,009. The previous FY16 budget projected a substantial surplus, in part due to recapturing administrative expenses incurred by CVRPC in previous fiscal years (deficit years). The need for temporary bookkeeping services and additional staffing will offset the recapture in FY16. Staffing costs will be direct charged to contracts, and CVRPC will recapture administrative costs in FY18.

CVRPC's primary goal in FY16 is to stabilize its base staff team and the organization's ability to provide services. This budget adjustment represents CVRPC's continuing commitment to assisting its member municipalities in providing effective local government, and to work cooperatively with them to address regional issues.

Central Vermont Regional Planning Commission											
FY16 Budget											
REVENUE								OP&C = operating and consultants			
								revenue and expenditures			
								06.01.15	08.28.15	04.04.16	
								Adopted	Adjusted	Adjusted	
								Budget	Budget	Budget	
								FY 2016	FY 2016	FY 2016	NOTES
ITEM											
DC&PROPERTY TRANS	233,409	232,196	256,387	271,814	271,814	271,814	271,814	271,814	272,253	272,253	
VDH HEALTHY COMMUNITIES	6,000	4,000	0								
Chapter 117 work-State \$											
TOWN	68,447	68,286	68,286	71,537	71,537	71,537	71,537	71,537	71,537	71,537	
INTEREST	189	101	100	50	40	0	0	0	0	0	
MAD RIVER PLANNING	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	
WRIGHTSVILLE BEACH	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	See memo
BARRE TOWN CDBG	4,000	0	0	1,000				0	0	0	
GIS/Fluvial/Build Outs/LID OP&C	19,149	11,470	27,772	37,865	78,000	57,432	136,192	82,625	74,871	CDBG 18 Elevation project startup delayed	
GIS/Critical Facilities/EMPG /LEPC	10,586	18,436	15,000	10,252	7,000	22,479	50,378	58,894	58,894		
PDM/Fluvial/INIP /Green Infra	12,536	14,274	19,100	14,589	10,000	3,232	3,600	4,952	4,952		
Montpelier MPG Contract/VERI	7,660	7,180		1,337	17,000	17,000	0	931	931		
TRANS PLANNING OP&C	166,551	164,208	197,793	229,699	197,183	197,193	197,193	206,948	206,948		
CDBG Admin			3,400	11,520		750	750	750	750		
ROAD ADMIN	1,200	500	1,200	375							
FHARVEN/LEPC/MEGA HMGP					30,000	1,000	29,000	29,580	12,000	See memo	
PDM/LCPC	610	0									
COMPO/growth study/MPG											
Flood Recovery/Forest Steward	28,980	862	6,000	18,245	7,500	11,903	5,000	1,000	1,000		
BROADBAND	8,681										
VAPDA/Efficiency VT Grants		9,526	13,750	517							
BROWNFIELDS GRT FFY15								80,000	80,000	15,960	Consultant funds removed due to delayed startup.
BROWNFIELDS GRT #2	33,986	87,735	0								
Trail Finder/EDA Resiliency Planning			7,500								
VTrans Better Back Roads									16,000	8,000	Late contract; missed fall field season
GIS For-Fee Services									3,000	6,000	Worcester parcel map updates and awesome GIS team!
Barre Manhole Inventory									7,655	9,305	Actual costs; additional manholes "discovered" through inventory process.
VANR Water Quality									17,000	18,600	Progressing faster than anticipated.
604b Water Quality Planning									4,000	4,000	
ENERGY/ARRA GRANTS/Energy Plan	45,868	20,196	172,061	484						3,333	New contract; start-up in May.
Marshfield Bylaw update										1,250	Limited assistance for public outreach facilitation and GIS services.
E. Montpelier Village Masterplan MPG										6,214	New contract approved by Exec in March
TOTAL	655,202	646,320	795,699	658,166	637,434	661,730	852,814	864,475	784,148		
% Change	#REF!	-1.36%	23.11%	-17.28%	5.97%	-5.12%	28.88%	1.37%	-9.29%		

Central Vermont Regional Planning Commission									
FY16 Budget				OP&C = operating and consultants					
				revenue and expenditures					
EXPENDITURES									

Central Vermont Regional Planning Commission									
FY16 Budget									
							OP&C = operating and consultants		
							revenue and expenditures		
BROWNFIELDS GRT #2 Cons. Only	21,392	92,547	0						
TRAIL FINDER									
ENERGY/ARRA ALL GRANTS	39,223	18,625	167,221						
CONTINGENCY									
TOTAL	639,340	684,442	807,408	686,742	656,035	665,673	832,535	815,569	774,139
% change	-4.26%	7.05%	17.97%	-14.94%	-4.47%	1.47%	25.07%	-2.04%	-5.08%
Surplus/Deficit	15,862	(38,122)	(11,709)	(28,576)	41,399	(3,943)	20,279	48,906	10,009
Capital Equipment	(8,409)	(2,454)	(16,500)	(19,622)	(3,000)	(2,929)	(3,500)	(3,500)	0
Fund Balance/addition to reserves		6,500						10,000	10,000
ACCUMULATIVE	203,942	163,366	135,157	115,168	153,567	108,296	125,075	170,481	180,490
	audited	audited	projected	audited	projected	projected	projected	projected	projected
Capital Reserve Accum.	4,018	6,500	0	-	10,000	-	-	3,500	-
Net Operating Reserve	199,924	156,866	135,157	115,168	143,567	108,296	125,075	166,981	180,490
	Actual FY 12	Actual	Approved	audited	Approved	projected	Approved	Approved	projected
		FY 2013	FY 2014	FY 2014	FY 2015	FY 2015	FY 2016	FY 2016	FY 2016
FY 12 included 4 new items in the budget: \$3000 for VAPDA government relations, \$5000 for web design, \$7000 for legal assistance as it affects consolidation, and \$7000 to replace the GIS plotter. We spent \$5,500 rather than \$7,000 for the plotter in FY 12, bought 2 computers for \$2700 and the projector for \$800 for a total of \$9,000, but budgeted \$10,000 in FY 12 for equipment purchases.									
For FY 13 we propose to purchase the laser printer at \$745, two computers for \$1500 total and set aside \$6500 toward eventual replacement of the server which was purchased in April 2008. For FY 13, we purchased 3 computer towers for \$2484, did not replace the laser printer and set aside \$6500 for the server purchase to be completed in FY 14. It's possible to lease the cost of the new server or for half of it rather than paying out the total each in one year.									
For FY 14, replaced 2 computers and the server for an estimated total of \$16,500 with \$6500 already set aside in FY 13. It is anticipated that in FY 15 we will only need to replace the laptop and that cost is \$2000. In FY 14, we put funds in the budget for the Regional Plan. The demographic data analysis update can be paid for using Transportation Planning Initiative (Vtrans) funds since the Regional Transportation Plan will be updated in sync with the Regional Plan.									
For FY 15, we upgraded two computers and replaced the laptop for a cost of \$3,000.									
In FY 16, we upgraded/replaced the two GIS computers at a cost of \$3500.									
Summary of Operating Revenue and Expenditures									
				FY 2014 Actual as audited		FY 2015 Projected	FY 2016 Budget	FY 2016 Adjusted Budget	FY 2016 Adjusted Budget
Revenue total				\$658,166	\$661,730	\$852,814	\$854,475	\$784,148	
less consultants	GIS			(28,747)	(45,747)	(123,304)	(67,662)	(61,662)	
	Trans pling			(74,393)	(38,635)	(18,904)	(18,904)	(18,904)	
	Energy			0	0	0	0	0	
	Brownfields			0	0	(64,043)	(64,043)	0	
Net operating Revenue				\$555,026	\$577,348	\$646,563	\$713,866	\$703,582	
Expenditures total				\$686,742	\$665,673	\$832,535	\$815,569	\$774,139	
equipment purchases				19,622	2,929	3,500	3,500	0	
less consultants	GIS			(28,747)	(45,747)	(123,304)	(67,662)	(61,662)	



Central Vermont Regional Planning Commission

Date: March 30, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Preliminary Draft of FY17 Budget

The first draft of the FY17 Budget projects a positive budget and CVRPC's ability to contribute \$10,000 to its reserve fund. This is an encouraging outcome given the turmoil the organization experienced in recent years from staff turnover and negative budget outcome. The preliminary budget represents an investment in:

- developing a strong, skilled, and knowledgeable staff,
- continuing CVRPC's commitment to member municipality services, and
- fostering organizational transparency.

In the upcoming year, CVRPC staff will focus on identifying municipal and regional projects that would benefit from CVRPC investment, and attracting funding to further those projects. CVRPC has a strong reputation for producing studies and reports that further concepts, and a lesser reputation for move plans to action. Staff has expressed a desire to expand CVRPC work to add project development services so that municipalities and the region can realize the results of planning.

CVRPC will also focus more strongly to increase our partners' perception of CVRPC as leader and partner in FY17 by furthering actions in the Regional Plan. The Director and other staff will increase participation in regional and statewide activities. Conference and workshop sponsorships will convey CVRPC as an idea leader. Commission meeting agendas will incorporate staff or guest speakers to assist Commissioners in learning about community, regional, and statewide goals and priorities.

CVRPC will begin charging contracts directly for fringe benefits and other expenses in FY17. While the net effect on revenues is neutral, we will experience a 26% reduction to our indirect rate. This will bring the organization in line with average rates of other RPCs. Funders prefer to pay for direct service rather than overhead.

REVENUES

The dramatic growth in CVRPC's revenues for FY17 is primarily due to 1) projects involving consultant services, and 2) incorporating transparency pass through funds associated with CVRPC's payroll and benefit services.

REGIONAL ENERGY PLANNING – Payments for this \$30,000 contract are weighted differently than the workload. Two-thirds of the work will be completed in FY17; however, only one-third of the funds will be paid during that same time. This skewing of cash flow will right itself in FY18.

BARRE TOWN MANHOLE INVENTORY – For FY17, the Town has requested additional CVRPC assistance to develop attribute tables for each manhole. Town staff will gather the data and CVRPC GIS staff will develop the attribute tables (pipe size, material, etc.).

CDBG WASHINGTON – Two years ago, CVRPC committed to providing grant administration services for this project. The Agency of Commerce experienced staff capacity issues in the post-Irene funding world. As a result, this contract was significantly delayed. Laura Ranker, who has extensive experience managing Community Development Block Grants, will work with Washington.

CLEAN WATER INITIATIVE – Staff has been told that the Agency of Natural Resources is pleased with the progress and early outcomes of the FY16 project, and is interested in providing funds to continue the work. Funding for future work may not be defined until after the fiscal year start.

DEC HMGP RIVER CORRIDORS – Agency of Natural Resource staff have verbally indicated the RPC proposal for this project has been accepted.

MRVPD & CROSS VT TRAIL PASS THROUGH – CVRPC provides bookkeeping services for these two organizations. It also provides payroll services and access to CVRPC's benefits program with payroll and benefits billed back to the organizations. Employees of these organizations are treated as employees of CVRPC for purposes of payroll and benefits. CVRPC has no oversight or management authority for these employees. Pass through funds have been added to the budget to increase budget transparency and risk management awareness.

These relationships have worked well for both organizations, and provide a unique way for CVRPC to assist its member municipalities through regional services. In the upcoming year, I recommend CVRPC explore the implications of having these "employees" to insure the organization fully understands how they affect its requirements under the law. I also recommend CVRPC develop written agreements with MRVPD and Cross VT Trail that outline needs into the future.

EXPENSES

DUES / MEMBERSHIPS / SPONSORSHIPS – CVRPC lacks visibility. Encouraging staff to participate in special events and signing on as a sponsor for conferences and workshops helps insure the organization becomes more widely known for its work. It also leverages opportunities to highlight the work of our member municipalities.

MEETINGS / PROGRAMS – Incorporates trainings/educational programs hosted by CVRPC, costs associated with meetings and trainings (room rentals, food, etc.), registration fees for workshops and other professional development opportunities, etc.

FRINGE BENEFITS – Assumes family benefits for new Finance and Office Manager. CVRPC has learned that staff can make personal contributions to their CVRPC retirement account. Several staff have expressed interest in using this opportunity to increase their savings. CVRPC will facilitate this services, as well as direct deposit of payroll, in FY17. This minimal investment of CVRPC resources works to improve staff morale and improve the efficiency of bookkeeping.

PERSONNEL – The FY17 budget proposes CVRPC convert Laura Ranker to a permanent, fulltime employee with all associated fringe benefits. Ranker is a senior-level staff member with experience in zoning administration, grant administration, working with volunteers, and housing. Currently, she is paid as an entry-level employee. The FY17 budget incorporates ~\$6,200 to raise her to the Regional Planner pay scale. If approved, future ‘catch up’ funds would be budgeted to align her wage with skills and knowledge she brings to the Commission.

The budget also proposes a ~1.5% increase in personnel funds as a pool for salary increases among all staff. Comparatively, the Northeast all items Consumer Price Index declined by .7 percent over the last 12 months, primarily due to declines in energy costs. It has been edging up since November 2015. The Social Security Administration declined to issues cost of living adjustments for FY15.

PROFESSIONAL SERVICES – The budget includes the cost of a Single Audit, although I do not anticipate CVRPC will meet the threshold of \$750,000 in federal funds this year (\$625,000 anticipated). Funds for temporary bookkeeping to assist with audit preparation are included for planning purposes; they may not be needed if the current hiring process is successful.

RESERVE CONTRIBUTION – The server will need to be updated in FY18, at a cost of \$20,000 for the equipment and installation labor. The FY17 budget sets aside \$10,000 in reserves to ease this cost. When CVRPC prepares its FY18 budget, Dan will investigate our full range of options, including using the Cloud for backup storage.

SUBSCRIPTIONS – Front Porch Forum is an effective media for informing the public about CVRPC’s work, engaging individuals in discussions, and learning about issues affecting municipalities.

TRAVEL – Incorporates travel costs associated with project agreements and with staff professional development, such as transportation, lodging, and subsistence (meals & incidental expenses).

SUMMARY

The preliminary draft of the FY17 budget projects a minimal surplus and a reserve contribution of \$10,000. This may give the appearance that FY17 may not be a robust year for CVRPC; that appearance would be false. Expenses were increased in several areas to further CVRPC’s goal of stabilizing staffing and services. CVRPC will replace three computers as well as contribute to the reserve funds for a server purchase in FY18. Buffers, such as the contracted bookkeeping assistance, were included for ‘what if’ scenarios. The preliminary draft did not rely heavily on projects noted as areas of risk. Most telling is that the preliminary budget balanced.

New contracts typically come in for RPCs in fall and spring. A balanced budget for the April draft likely means CVRPC will be able to shift staff support funds in transportation or ACCD funds to consultant studies in the second half of the fiscal year.

Central Vermont Regional Planning Commission
FY17 Budget -- Draft 04/04/16
 Adopted by the Executive Committee ____/____/____

Byron Atwood, Chair

	04.04.16 FY 16 Budget*	03.30.16 FY 17 Budget	FY16-17 Difference	Percent Change	FY 17 Budget Change Notes
REVENUES	784,148	1,404,893	620,745	79.2%	
Economic Development	20,224	227,557	207,333	1025.2%	
GIS Fee For Service	6,000	6,000	0	0.0%	
Interest	0	0	0	-	
Municipal Contracts	16,769	226,606	209,837	1251.3%	
Natural Resources	28,552	28,844	292	1.0%	
Other Income	7,350	163,173	155,823	2120.0%	Majority is MRVPD & Cross VT Trail personnel pass through
Public Safety	145,765	173,786	28,021	19.2%	
State Allocation (ACCD)	272,253	272,253	0	0.0%	
Town Appropriations	71,537	71,537	0	0.0%	
Transportation	215,698	235,137	19,439	9.0%	
Reserves	0	0	0	0.0%	
	FY 16 Budget	FY 17 Budget	FY16-17 Difference	Percent Change	FY 17 Budget Change Notes
EXPENSES	774,139	1,404,853	630,714	81.5%	
Advertising	0	3,030	3,030	#DIV/0!	
Consultants	81,066	441,930	360,864	445.1%	Reflects annual project makeup
Copy/Print	5,550	5,550	0	0.0%	
Dues/Memberships	7,810	10,520	2,710	34.7%	Begin budgeting for event sponsorships
Equipment	3,600	7,420	3,820	106.1%	Purchasing 3 computers FY17
Equipment Repair/Srvc	0	1,220	1,220	-	
Fringe Benefits	137,403	222,041	84,638	61.6%	Increase for Emer Planner to full-time & new F-OM benefits; include passthrough payroll amounts
Insurance	1,576	1,517	(59)	-3.7%	
Interest	0	10	10	-	
Meeting/Programs	6,730	11,833	5,103	75.8%	Reflects project makeup & budgeting for professional dev
Office Rent/Util/Repair	42,739	42,859	120	0.3%	
Other Expense	3,000	1,248	(1,752)	-58.4%	
Payroll	420,885	574,184	153,299	36.4%	Increase for Emergency Planner to full-time; include passthrough service amounts
Postage	2,530	2,530	0	0.0%	
Professional Services	26,900	27,130	230	0.9%	
Reserve Contribution	10,000	10,000	0	0.0%	Server
Software / Licenses	1,000	6,080	5,080	508.0%	
Subscriptions / Publications	0	2,372	2,372	-	
Supplies - Office	5,700	5,350	(350)	-6.1%	
Supplies - Billable	0	1,470	1,470	-	
Telephone	5,650	5,520	(130)	-2.3%	
Travel	12,000	21,039	9,039	75.3%	Reflects project makeup and budgeting for professional dev
BAL END	10,009	41	(9,968)	-99.6%	

*Categorization is an estimate for purposes of comparison

Central Vermont Regional Planning Commission
FY17 Budget
As of 04/04/16

Total Revenue **\$1,398,893**

Economic Development		\$227,557
EPA Brownfields FFY15	\$217,557	
BCRC Regional Energy Planning	\$10,000	
GIS Fee For Service		\$6,000
Municipal Parcel Mapping	\$2,165	
Municipal Other	\$2,735	
Non-Profit/Regional Partner	\$1,000	
Private	\$100	
Interest		\$0
Municipal Contracts		\$226,606
FY16 ERP Stormwater Masterplan	\$95,641	Barre Town, Barre City & Plainfield
Northfield Village Green Stormwater	\$99,450	FY16 ERP grant
East Montpelier Village Masterplan	\$15,536	
Barre Town Manhole	\$10,000	
Marshfield Bylaws	\$3,750	
CDBG Washington Library	\$2,229	Program management services for accessibility modifications to the library
FY17 MPGs	\$0	Marshfield zoning, 4 town plans,
Natural Resources		\$28,844
VANR 604B FFY17	\$4,000	Application due in fall
Clean Water Initiative FY16	\$12,400	Planning and municipal education for VT Clean Water
Clean Water Initiative FY17	\$0	
DEC HMGP River Corridors	\$12,444	Mitigation project tables for Plainfield/Waterbury & river corridor maps for Waterbury
Other Income		\$163,173
Mad River Valley Planning District Bookkeeping	\$4,750	
Mad River Valley Planning District Pass-through	155,823	MVRPD staff are paid through CVRPC and billed back to the organization
Wrightville Beach Recreation District Bookkeeping	\$2,600	
Cross Vermont Trail Pass-through	\$19,033	Cross Vermont Trail staff are paid through CVRPC and billed back to the organization
Public Safety		\$173,786
DEMHS Emergency Mangmt Planning Grant (EMPG) FFY 16	\$31,261	
DEMHS Emergency Mangmt Planning Grant (EMPG) FFY 15	\$0	Anticipate fully expending by 6/30
Local Emergency Planning Committee (LEPC)	\$4,000	Administrative services, including expenses
DEMHS Radiological Emergency Response Plan (RERP)	\$0	State Emergency Operations Center training
DEMHS HMGP Mega	\$70,000	Hazard Mitigation Plans for 9 Towns
DEMHS HMGP Mega Administration	\$1,395	
DEMHS HMGP Mega Town Contribution	\$0	Town contributions to project
ACCD CDBG 18 Elevation	\$67,130	Hydrologic analysis and develop flood inundation data and
State Allocation (ACCD)		\$272,253
Town Appropriations		\$71,537
Transportation		\$235,137
VTrans Transportation Planning Initiative (TPI) FFY17	\$164,353	
VTrans Transportation Planning Initiative (TPI) FFY16	\$54,784	
VTrans Better Back Roads FY16	\$8,000	Road erosion assessments for 4 towns
VTrans Better Back Roads FY17	\$8,000	Road erosion assessments for 4 towns

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

Central Vermont Regional Planning Commission
FY17 Budget
As of 04/04/16

Total Expenses	\$1,404,853
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Advertising			\$3,030
Administrative	300		
ACCD	300	Regional Plan & Municipal Plan Approval hearings	
Energy	550		
Municipal	0		
Natural Resources	0		
Public Safety	1,730	annual flood insurance awareness; LEPC; Haz Mit Plans	
Transportation	150		
Consultants			\$441,930
Admin	0		
ACCD	0		
Brownfields	200,000	Site assessments and corrective action planning	
CDBG 18 Elevation	60,000	Flood model	
FY16 ERP Stormwater Masterplan	85,000	3-town project	
Northfield Village Green ERP FY16	96,930	Stormwater installation	
Copy / Print			\$5,550
Lease	5,100	425/qtr; includes 7,000 B&W copies	
Color Copies	325	Regional Plan	
Property Tax	125		
Dues / Memberships / Sponsorships			\$10,520
VAPDA	6,050	Increase for special projects	
VT League of Cities & Towns	760		
Nat'l Assoc. of Development Orgs	2,000		
Assoc. of State Floodplain Managers	240	Certified Floodplain Manager exam & ASFPM membership	
VT Community Development Assoc.	50		
VT Planners Assoc.	150	7 staff	
American Planning Association	270	Salary based	
Conference/Workshop Sponsorships	1,000	Estimated 4-6 at \$250-500 each	
Equipment / Furniture			\$7,420
Capital: Non-Billable	2,000	computers 2@1000 (FOM, ED)	
Capital: Billable	4,700	computers 1@1000 ea (EM); booster antennae 3700	
Office Furniture	720	File cabinets for FOM office	
Office Equipment	0		
Other	0		
Equipment Repair & Service			\$1,220
Telephone System	300		
Repair & Service	920	Traffic counter repair	
Fringe Benefits			\$222,041
FICA	34,179	Medicaid & Social Security taxes	
Health Ins.	103,127	Budgeted 10% premium increase for CY17	

Central Vermont Regional Planning Commission
FY17 Budget
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Dental Ins.	7,764	
Vision Ins.	0	Not provided
Retirement	22,339	5% of salary
Disability Ins.	920	
Life Ins.	3,551	
Unemployment Ins.	1,039	Anticipated increase at mid-year reconciliation
Workers Comp Ins.	1,752	Anticipated increase at mid-year reconciliation
MRVPD Staff Fringe	46,024	FICA, retirement, health, dental, life, disability, workers comp ins, unemployment ins
Cross Vermont Trail Staff Fringe	1,346	FICA, workers comp ins, unemployment ins
Insurance		\$1,517
General Liability (Property/Vehicle/Fire)	1,517	Policy includes Public Officials Liability
Interest		\$10
Meeting / Programs		\$11,833
Admin	5,000	professional development
ACCD	4,200	300 educational workshops; 775 Commission mtgs; prof dev
Energy Planning	300	
Brownfields	450	in-state trainings, EPA conference
Municipal	0	
Natural Resources	200	
Public Safety	533	LEPC meetings, Haz Mit Plans
Transportation	1,150	TAC & project mtgs, professional development
Office Rent / Utilities / Repairs		\$42,859
Rent	41,059	Lease through 09/30/2020; 1-year notice
Office Cleaning	1,680	140/mo
Repairs & Other Maintenance	120	
Other Expense		\$1,248
Miscellaneous	300	Gifts, non-billable fees, etc.
LEPC storage rental	948	
Payroll		\$574,184
Gross Pay	446,785	8 FTE plus intern; includes raises & bonuses
	109,799	MRVPD pass through
	17,600	Cross VT Trail pass through
	572	direct deposit fees
Postage		\$2,530
Postage Machine	700	175/qtr meter lease
Postage	1,830	1500/year; Regional Plan
Professional Services		\$27,130
Audit	10,500	Single Audit not anticipated
Bookeeping	6,480	Audit assistance, if needed

Central Vermont Regional Planning Commission

FY17 Budget

As of 04/04/16

Benefits Administration	250	Section 125 Cafeteria Plan
IT/Computer	5,200	
Legal	2,600	500 general contract/personnel; 1000 Personnel Policy review; 600 Brownfields; 500 CDBG
Videography	2,100	175/mo
Reserve Contribution		\$10,000
General	0	
Equipment/Capital	10,000	Server due for replacement in FY18
Office Renovation	0	
Software / Licences		\$6,080
ESRI GIS License	3,600	1600 single; 1500 concurrent; 500 Spatial Analyst
Intuit Quickbooks Pro	519	Annual service plan
Microsoft Exchange 365	562	Remote access (email)
Tech Soup	318	Quickbooks license 1 @ 50; Adobe Standard 4 @ 55 each; Antivirus 12@4
Log Me In	349	Remote access (computers)
Community Remarks	280	Community outreach map for Regional Plan
Network Solutions	352	CVRPC & Plan Central VT websites
Domain Name	100	Sovernet
Subscriptions		\$2,372
Times Argus	190	e-subscription
Valley Reporter	22	e-subscription
Front Porch Forum	2,160	Allows for one all-forum blast per month & unlimited individual postings to 23 forums in the region (outreach tool)
Supplies - Office		\$5,350
General Office	3,500	
GIS	1,200	
Water	650	
Supplies - Billable		\$1,470
ACCD	640	
Municipal	0	
Economic Development	0	
Public Safety	500	
Natural Resources	30	
Transportation	300	traffic counting
Telephone		\$5,520
Telephone Lease	5,520	Includes internet
Travel		\$21,039
Administrative	5,000	VAPDA & other mtgs
ACCD	4,540	Municipal & State meetings
Economic Development	2,100	Brownfields trainings and site visits; energy outreach
Municipal	560	Municipal contract meetings

Central Vermont Regional Planning Commission

FY17 Budget

As of 04/04/16

Natural Resources	625	Trainings
Public Safety	1,914	Site visits, meetings
Transportation	6,300	TPI 4950; BBR Rd Erosion 1350



Central Vermont Regional Planning Commission

Board of Commissioners

Tuesday, April 12, 2016

7:00 p.m.

Central VT Chamber of Commerce

Paine Turnpike South, Berlin

(Coming off the interstate at exit 7, turn left at the first light.

At the next crossroads, the Chamber is on your left.

(It is the light yellow building.)

7:00 Moretown Town Plan Approval, Public Hearing

7:05 Public Comments

7:08 Adjustments to the Agenda

7:10 Moretown Town Plan Regional Approval and Confirmation of Planning Process*

7:20 March 8, 2016 Meeting Minutes (attached)*

7:25 Staff Reports (attached) and any updates

7:30 Executive Director's report (attached) and any updates

7:40 Central VT Economic Development Corporation report

7:45 Nominating Committee Report, *Don La Haye, Nominating Committee Chair*

7:55 Brownfields Advisory Committee Rules of Procedure, *Gail Aloisio, Assistant Planner* (attached)*

8:05 Central Vermont Clean Water Advisory Committee, *Dan Currier, GIS Manager* (attached)*

8:15 Regional Plan Housing Element (attached)

a. Proposal for Alternatives to a Housing Distribution Plan

b. Acceptance of Housing Element, including selected alternative from "a." above*

9:00 Adjournment