



## EXECUTIVE COMMITTEE MEETING

**Monday, October 3, 2016**

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

Page	<b><u>AGENDA</u></b>
	<b>4:00 Adjustments to the Agenda</b>
	<b>4:05 Public Comment</b>
<b>2</b>	<b>4:10 Consent Items</b> (enclosed)* <ul style="list-style-type: none"> <li>a) Meeting Minutes –September 6 and September 13, 2016</li> <li>b) Financial Report</li> <li>c) Executive Director Report</li> </ul>
<b>9</b>	<b>4:15 Contract/Agreement Authorization</b> (enclosed)* <ul style="list-style-type: none"> <li>a) <i>FFY17 VTrans Transportation Planning Initiative</i> – Annual transportation planning services for 10/01/16-09/30/17.</li> <li>b) <i>Chittenden County Regional Planning Commission, FY17 Clean Water Education</i> - Provide outreach regarding the VT Clean Water Act (Act 64)</li> </ul>
<b>57</b>	<b>4:25 Transportation Planning Initiative Work Program &amp; Budget</b> (enclosed)* Review and approve FFY16 adjustment.
<b>66</b>	<b>4:35 Leave of Absence</b> (enclosed)* Review and approve leave of absence for Steve Gladczuk
<b>72</b>	<b>4:50 Town Appropriations</b> (enclosed)* Set FY18 dues.
<b>74</b>	<b>5:00 Draft Commissioner Handbook</b> (enclosed) Review and comment on proposed outline for a Commissioner handbook.
<b>75</b>	<b>5:20 Commission Meeting Agenda</b> (enclosed)*
	<b>5:30 Oct. 31 Executive Committee Meeting</b> Request for change of meeting date.
	<b>5:35 Anticipated Executive Session(s) – 1 V.S.A §313(3), Personnel and §313(a)(1)(F), Legal</b> <ul style="list-style-type: none"> <li>a) Finding / Participation</li> <li>b) Executive Session(s), if necessary</li> </ul>
	<b>6:0 Adjourn</b>

\*Denotes anticipated action item

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Executive Committee**  
**DRAFT Minutes**  
**September 6, 2016**

Present:

<input checked="" type="checkbox"/> B. Atwood	<input checked="" type="checkbox"/> David Strong	<input checked="" type="checkbox"/> L. Hill-Eubanks
<input checked="" type="checkbox"/> J. Potter	<input checked="" type="checkbox"/> D. LaHaye	<input checked="" type="checkbox"/> L. Hebert
<input checked="" type="checkbox"/> T. Ruth		

Staff: B. Waninger, B. MacBrien

Guest: None.

Chair B. Atwood called the meeting to order at 4:05 pm. He welcomed B. Waninger MacBrien to the Commission's staff and asked that Executive Committee members introduce themselves.

**Public Comment**

None.

**Adjustments to the Agenda**

B. Waninger requested that the Executive Session on Contracts be removed from the agenda.

Remove Exec Session on contracts

**Consent Agenda**

*L. Hebert moved to approve the Consent Agenda; D. LaHaye seconded. Motion carried.*

**Contracts/Agreements Authorization**

VT Dept. of Environmental Conservation, Mad River Corridor Plan – B. Waninger explained that this project covered the Mad River in Moretown. *D. Strong moved to approve the Agreement; D. LaHaye seconded.* B. Atwood asked how landowner's were involved. B. Waninger explained that landowner outreach is part of the project. Landowners are contacted via a mailing to inform them of the project and to ask that they let CVRPC know if they do not want the contractor to walk on their land. *Motion carried.*

VT Dept. of Public Safety, Emergency Management Performance Grant (EMPG): B. Waninger described the contract and how zero-based budgeting affects the Commission's work. B. Atwood asked about the 2-year outlook for these funds and how the Commission might adjust. B. Waninger noted that service adjustments would be required. *D. LaHaye moved to approve the Notice to Proceed; D. Strong seconded. Motion carried.*

**Personnel Policy Manual**

J. Potter recapped the process to update the policy. Comments were received from Paul Rose and Janice Ohlsson; no other comments were received. J. Potter noted there are portions of the policy that CVRPC will want to update in the future; she noted that the Policy should be

1 reviewed annually. J. Potter recommended adopting the Manual and monitoring how it works  
2 into the future.

3  
4 L. Hebert asked that major changes to the policies be recapped. J. Potter said most were legal  
5 requirements. Disability and life insurance benefits were described. More detail was provided  
6 for policies that had been inconsistently applied. Expectations for professional conduct were  
7 clarified. CVRPC existing procedures were clarified and, in some cases, included.

8  
9 B. Atwood complimented the Committee on the professionalism of its work. He stated the  
10 document is well written and well thought out. He noted that he is uncomfortable with paying  
11 different amounts for health insurance based on family status and asked if this could be  
12 considered discriminatory. J. Potter noted this is existing policy. It is comparable to other  
13 RPCs. It helps compensate for salaries versus private sector and allows for growing benefits  
14 with staff retention. B. Atwood noted that small business can't provide these kinds of benefits,  
15 and he wondered if a governmental agency should.

16  
17 B. Atwood recommended approving the policies. L. Hill-Eubanks recommended approval with  
18 amendments in the future as needed. J. Potter pointed out that CVRPC has experienced a  
19 number of personnel issues in the past few years and the policies were inadequate to address  
20 them. D. LaHaye said he thought the Committee should move ahead unless a member has a  
21 specific complaint. If question arise in the future, the Committee could chose to set up a  
22 working committee to address it. L. Hebert noted that he trusts the Personnel Policy  
23 Committee's judgment. He recognizes that we need to be competitive. He asked if CVRPC has  
24 flexibility to change the policies if it needs to. D. Strong pointed to language in the  
25 acknowledgement form stating that CVRPC can add, amend or delete any benefits or policy.

26  
27 The Committee discussed whether exceptions are allowed. B. Waninger said the Committee has  
28 the right to grant exceptions. It is advisable to grant them infrequently, and to document reasons  
29 for the exception from the perspective of replicating it in the future. D. LaHaye said any  
30 exceptions should be reviewed after the fact to analyze whether the exception was a good  
31 practice. T. Ruth said this is a road map for career advancement.

32  
33 *L. Hebert moved to approve the Personnel Policy Manual; D. LaHaye seconded. D. Strong*  
34 *expressed appreciation for the Committee that worked on it. Motion carried.*

### 35 36 **Commission Meetings**

37 Regional Service Providers: B. Waninger described alternatives laid out in the memo.

38 Committee members discussed the alternatives and their pros and cons for achieving  
39 CVRPC's goal of enhancing relationships with regional service providers. The Committee  
40 reached consensus that proposed alternative 2 would best serve the Commission. That  
41 alternative continues CVEDC's monthly, 5-minute report and create a 10-30 minute agenda  
42 item for another service provider to introduce the provider and its services and to discuss  
43 current initiatives. The second service provider would change monthly at CVRPC's request.

44 September Commission Agenda: Committee members reached consensus that the agenda  
45 formatting should place CVRPC business first, followed by speakers and presentations. ). B.

1 Atwood agreed the priority should be CVRPC business first, then speakers, etc. D. Strong  
2 said likes alternative 2 best; keeping CVEDC to a monthly 5-minute report and inviting other  
3 service  
4

5 L. Hill-Eubanks suggested sending CVRPC agendas to all partners and to let them know they are  
6 welcome to attend meetings and offer comments.  
7

## 8 **Policy Approvals**

9 Procurement Procedures: B. Waninger reviewed the background and updates to the Procurement Policies  
10 as outlined in the memo. *D. Strong noted a typographical correction was needed on page 5,*  
11 *line 27: "constriction" should read "construction". D. LaHaye to approve the Procurement*  
12 *Procedures; J. Potter seconded. Motion carried.*  
13

## 14 **Executive Session - 1 V.S.A §313(3), Personnel**

15 B. Waninger indicated the Executive Session content would be an update from previous  
16 discussions.  
17

18 *L. Hebert moved to find enter Executive Session at 5:39 pm for personnel and to invite the*  
19 *Executive Director to participate; J. Potter seconded. Motion carried.*  
20

21 *D. LaHaye moved to exit Executive Session at 6:27 pm; J. Potter seconded. Motion carried.*  
22

23 No action was taken.  
24

## 25 **Adjourn**

26 *L. Hebert moved to adjourn at 6:28 pm; D. LaHaye seconded. Motion carried.*  
27

1 **CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
2 **Executive Committee**  
3 **DRAFT Minutes**  
4 **September 13, 2016**

5 Present:

<input checked="" type="checkbox"/> B. Atwood	<input checked="" type="checkbox"/> David Strong	<input type="checkbox"/> L. Hill-Eubanks
<input checked="" type="checkbox"/> J. Potter	<input checked="" type="checkbox"/> D. LaHaye	<input checked="" type="checkbox"/> L. Hebert
<input checked="" type="checkbox"/> T. Ruth		

6  
7 Staff: B. Waninger

8 Guest: None.

9  
10 Chair B. Atwood called the meeting to order at 6:50 pm.

11  
12 **Public Comment**

13 None.

14  
15 **Adjustments to the Agenda**

16 None.

17  
18 **Policy Approvals**

19 Procurement Procedures: T. Ruth noted a typographical error on page 13, line 39, “an open ended  
20 contract prices” should be modified to read “an open ended contract price”. J. Potter moved to  
21 approve the *Procurement Procedures as corrected*; D. LaHaye seconded. Motion carried.

22  
23 **Contracts/Agreements Authorization**

24 G and N Excavation, Northfield Village Green – T. Ruth moved to approve the contract  
25 amendment as presented; J. Potter seconded. Motion carried.

26  
27 **Adjourn**

28 T. Ruth moved to adjourn at 7:00 pm; D. Strong seconded. Motion carried.

## Executive Director's Report

September 23, 2016

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### Clean Water Phosphorus Planning Targets

VT DEC is modeling “planning level” targets for phosphorus reductions in the Lake Champlain Basin. The targets move river basin information to a sub-watershed level by sector. The outcome will be maps and tables that describe hot spots and stable areas by sector (agriculture, roads, forests, developed land) and by the reductions needed by municipality. These targets are intended to assist parties in prioritizing the types and locations of activities that would have the most impact on phosphorus reduction; they are not intended to be prescriptive reductions.

RPCs previewed the Missisquoi Basin model earlier this month. CVRPC anticipates data for the Lamoille Basin will be available for the Commission's November meeting, which includes a presentation and discussion of the Lamoille Tactical Basin Plan. Commissioners will decide whether the Basin Plan conforms with the Regional Plan, and will recommend priorities for implementation.



## MEMO

Date: September 27, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

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I am requesting Executive Committee approval of the following agreements and contracts:

### GRANT AND SERVICE AGREEMENTS

#### VT Agency of Transportation, FFY17 Transportation Planning Initiative

**Scope of Work:** Involve towns in a regional planning effort; maintain a working regional transportation plan consistent with State and Federal guidelines; review and prioritize needs and projects for the region; provide transportation assistance to towns; and engage in activities which implement the Regional Transportation Plan.

Staff presented the work program and budget to the Executive Committee in July prior to submitting it to VTrans.

**Funding:**

Grant Amount: \$189,105.60 (80% federal and 10% state funds)

Match Amount: \$23,638.20

Match Source: State allocation funds for regional planning through CVRPC's agreement with the Agency of Commerce and Community Development

**Performance Period:** 10/01/16 – 09/30/17

**CVRPC Staff:** All staff will complete work under this agreement. Primary staff are: Steve Gladczuk, Bonnie Waninger, Dan Currier, Ashley Andrews, and summer planning technician.

**Notes:** Contractor services are \$22,457; CVRPC expenses are \$10,400. This award was included in the FY17 budget. CVRPC completes an annual, mid-agreement budget adjustment in April.

This year's adjustment will reflect the anticipated 2-month leave of absence for Steve Gladczuk.

**Chittenden County Regional Planning Commission, FY17 Clean Water Act Education**

**Scope of Work:** Ensure regional planning commission participation in the development of tactical basin plans by providing for consistent and coordinated outreach regarding the Vermont Clean Water Act (VCWA) and related State water quality statutes and programs, and carrying forth the specified tasks outlined by 10 VSA 1253. Support municipalities and partner organizations in prioritizing water quality investments or implementing State or municipal policy changes, and assist in monitoring progress towards meeting water quality goals consistent with the State Surface Water Management Strategy.

**Funding:**

Grant Amount: \$33,800 (state funds)

Match Amount: None

Match Source: N/A

**Performance Period:** 07/01/16 – 09/30/17

**CVRPC Staff:** Primary staff are: Dan Currier, Erik Vorwald, Marian Wolz, and Gail Aloisio.

**Notes:**

- 1) This agreement has a substantial difference from all other State and Federal agreements. CVRPC staff act as agents of the State by presenting unbiased opinions of the policy, implementation priorities, and associated tactical basin plans. This does not preclude CVRPC from providing comments and suggestions that may differ from the State's positions regarding policy, implementation priorities, and tactical basin plans outside of the execution of this scope of work.
- 2) CVRPC uses these funds to match a sub-award of federal funds for work on the State Hazard Mitigation Plan. That agreement includes work with other RPCs and VT DEC for development of templates and piloting processes to incorporate municipal activities into the State Plan.
- 3) This award was anticipated in the FY17 budget. Because the award amount and available funds were unknown, \$10,000 was included as a conservative approach.

**Staff recommends approval of these service agreements.**



**STATE OF VERMONT  
STANDARD GRANT AGREEMENT**

Contract #: GR1062

**Part 2 – Grant Agreement**

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **Central Vermont Regional Planning Commission**, a public body formed pursuant to 24 VSA, Section 4341(a), with principal place of business at **29 Main Street, Suite 4, Montpelier Vermont 05602**, (hereinafter called “Subrecipient”). Subrecipient is required by law to have a Business Account Number from the Vermont Department of Taxes.
2. **Subject Matter:** The subject matter of this Grant is to involve towns in a regional planning effort; to maintain a working transportation plan for the region consistent with state and federal guidelines; to continue to review a prioritized needs/project list for the region; to provide transportation assistance to towns; and to engage in activities which implement the Regional Transportation Plan. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1 – Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. **Prior Approvals:** If approval by the Attorney General’s Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General’s Office.
  - Approval by the Attorney General’s Office is required.
  - Approval by the Secretary of Administration is not required.
  - Approval by the CIO/Commissioner DII is not required.
5. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
6. **Cancellation:** This Grant may be cancelled by either party by giving written notice at least five (5) days in advance.
7. **Attachments:** This Grant consists of **26** pages including the following attachments which are incorporated herein:

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work to be Performed (Fiscal Year 2017 Work Program – July 5, 2016)

Attachment B - Payment Provisions (Fiscal Year 2017 Budget Details – June, 2016)

Attachment C – Standard State Provisions for Contracts and Grants (Revised July 1, 2016)

Attachment D – Other Provisions

Attachment E – Certificate of Indirect Costs

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

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

SUBRECIPIENT:  
CENTRAL VERMONT REGIONAL PLANNING  
COMMISSION

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

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

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

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

Title: Secretary [Deputy] of Transportation

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

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

APPROVED AS TO FORM:

DATE: 9/15/2016

  
\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
<sup>1</sup> Grant #: GR1062				<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment #			
<sup>3</sup> Grant Title: CVRPC FY 16 Transportation Planning Initiative Work Program							
<sup>4</sup> Amount Previously Awarded: \$ 0.00		<sup>5</sup> Amount Awarded This Action: \$ 212,743.80		<sup>6</sup> Total Award Amount: \$ 212,743.80			
<sup>7</sup> Award Start Date: 10/1/16		<sup>8</sup> Award End Date: 9/30/17		<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
<sup>10</sup> Vendor #: 0000043329		<sup>11</sup> Grantee Name: Central Vermont Regional Planning Commission					
<sup>12</sup> Grantee Address: 29 Main Street, Suite 4							
<sup>13</sup> City: Montpelier			<sup>14</sup> State: VT		<sup>15</sup> Zip Code: 05602		
<sup>16</sup> State Granting Agency: Vermont Agency of Transportation						<sup>17</sup> Business Unit: 08122	
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$ 23,638.20		Description: RPC Cash Match			
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="text"/> Funding Allocation: <input type="text"/> Performance Period: <input type="text"/> Scope of Work: <input type="text"/> Other: <input type="text"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
<sup>21</sup> Grantee DUNS #: 158842195			<sup>22</sup> Indirect Rate: 106.90 % (Approved rate or de minimis 10%)		<sup>23</sup> FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 06					<sup>25</sup> R&D: <input type="text"/>		
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type		<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions		
General Fund		\$	\$	\$			
Special Fund		\$	\$	\$			
Global Commitment (non-subrecipient funds)		\$	\$	\$			
Other State Funds		\$ 0.00	\$ 23,638.20	\$ 23,638.20	State Transportation Funds		
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
<sup>31</sup> CFDA #	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
20.205	1052 State Planning and Research	\$ 0.00	\$ 189,105.60	\$ 189,105.60	AFFP	10/1/15	\$ 189,105.60
<sup>39</sup> Federal Awarding Agency: FHWA		<sup>40</sup> Federal Award Project Description: Statewide Planning and Research					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Description:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Description:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Description:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Description:					
Total Awarded - All Funds		\$ 0.00	\$ 212,743.80	\$ 212,743.80			
SECTION IV - CONTACT INFORMATION							
<b>STATE GRANTING AGENCY</b>				<b>GRANTEE</b>			
NAME: Scott Bascom				NAME: Bonnie Waninger			
TITLE: Planning Coordinator				TITLE: Executive Director			
PHONE: 802-828-5748				PHONE: 802-229-0389			
EMAIL: scott.bascom@vermont.gov				EMAIL: waninger@cvregion.com			

Effective 12/26/2014

## **ATTACHMENT A**

### **SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT**

The Subrecipient shall:

The RPC agrees to perform or cause to be performed the services as set forth in the Scope of Work described in **FY 2017** Work Program for the RPC dated **July 6, 2015**, and attached hereto and hereby made a part of this Agreement as Attachment A. All work shall be performed in accordance with Attachment A.

The RPC shall assume responsibility for the general supervision of the work and shall be responsible for all procedures, standards, methods of analysis, interpretations, conclusions and the contents of this work program.

The RPC and the STATE shall be jointly responsible for liaison necessary to further the work under this Agreement.

Written reports delivered under the terms of this Agreement shall be printed using both sides.

## **CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

### **FFY 2017 Transportation Planning Initiative**

Federal Fiscal Year: October 1, 2016 to September 30, 2017

Approved by: CVRPC TAC 06/28/16, CVRPC Executive Committee 07/05/16

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#### **EXHIBIT 1: WORK PROGRAM**

##### **Purpose and Summary**

This document describes the Central Vermont Regional Planning Commission (CVRPC) Transportation Planning Initiative (TPI), Federal Fiscal Year 2017 Work Program. The transportation program is continually adapted to meet the needs of our 23 municipalities, the region at large, and the work tasks developed cooperatively with the Vermont Agency of Transportation. This work program is a summary of work tasks with more specific work scope and schedule guidance being provided by VTrans and/or our member communities. Implicit in this agreement is that CVRPC staff will hold themselves to a professional standard and seek training opportunities in all relevant transportation and planning related topics. The regional transportation planning program is intended to achieve the following goals:

1. To improve linkages between transportation planning and planning for land use, economic development, and natural resources at the regional and local levels;
2. To provide for increased participation by municipalities and members of the public, in making transportation decisions;
3. To facilitate implementation of transportation projects through greater understanding of transportation issues and opportunities; and
4. To improve and streamline the linkage between the transportation planning process and GIS resources.

The CVRPC TPI Work Program has enabled creation of the Transportation Element of the Regional Plan, organizes regional priorities for VTrans projects, enables municipalities to learn about VTrans planning processes, provides transportation planning services to municipalities, provides local input into state planning processes, and studies transportation problems.

The current Work Program continues the above activities. In addition activities have been added to strengthen the transportation / land use linkage, assist municipalities to plan for a resilient transportation system, and plan for Clean Water initiatives.

This work program is presented in six task areas, each corresponding to VTrans FFY 2017 Transportation Planning Initiative (TPI) guidance materials and direction from VTrans. The narrative for each includes a description of the goals, objectives, and activities/products proposed to address the tasks.

<b>TASK 1. PROGRAM ADMINISTRATION</b>
---------------------------------------

CVRPC will be responsible for the management of financial, reporting, and auditing requirements related to agreement fulfillment. Staff is experienced in the administration of federal, state, and local agreements and is familiar with federal and state financial and audit procedures. Local officials, Commission representatives, and members of the general public will have access to information regarding the administration of this planning initiative. This task involves the activities necessary for the proper management of the TPI work program and the development of future work programs.

Included are the following activities:

1. hire, train, and supervise staff, and hire, supervise, and evaluate consultants as necessary to undertake the work program.
2. prepare and update policies and procedures to maintain compliance with state and federal laws, procedures, and requirements.
3. participate in a commission-wide audit, in conjunction with other CVRPC programs and in conformance with federal standards.
4. develop an indirect cost proposal.
5. work cooperatively with VTrans in an evaluation of the overall program to define strengths and deficiencies in meeting the objectives as defined in the VTrans/CVRPC agreement for services.
6. develop work plans and budgets and staff time devoted to mid-year reviews.
7. conduct financial reporting to meet federal and VTrans requirements, such as preparation of monthly billings, monthly progress reports, and weekly status reports regarding work accomplishments and financial status.
8. purchase supplies, equipment (none anticipated), and software necessary to complete the work program; repair and maintain equipment as necessary.
9. complete annual TPI and VAPDA Performance Reporting.

Personnel: Executive Director, Finance & Office Manager, Senior Planners, Program Manager, Planner I

Products: Administrative activities will be ongoing throughout the agreement period. Specific products will include equipment purchase and procurement documentation, monthly invoices, progress reports, an annual audit report, indirect cost proposal, related proposals, subcontracts, work programs and budgets, and the CVRPC FY16 Annual Report and VAPDA SFY2016 Annual Report.

## **TASK 2. PUBLIC PARTICIPATION AND COORDINATION**

The purpose of this task is to ensure that the general public, business owners, and other stakeholders have the opportunity to participate in the regional transportation planning process both individually and through their locally elected officials. This includes work efforts related to municipal, regional and interagency coordination, citizen participation, public informational meetings associated with the Regional Commission's transportation planning program and special transportation planning projects. Staff will continue to act as a liaison between the municipalities and VTrans.

Included are the following activities:

1. coordinate transportation planning activities with adjacent regional commissions, public transit providers, economic development agencies, human service providers & advocates, housing organizations, VTrans, and other organizations, such as development and implementation of CVRPC's Housing + Transportation Affordability outreach program.
2. publish and advertise informational materials regarding activities of the Regional Transportation Planning Program and related VTrans planning efforts. Media can include newsletters, website and social media content, and other materials to enhance understanding of the planning process, evaluation of needs, and development of transportation solutions.
3. meet regularly with VTrans staff to discuss the development, implementation and progress of programs and activities of interest to the region's member municipalities.
4. monitor the development of legislation affecting local and regional transportation; communicate information as appropriate.
5. attend various trainings, seminars, and conferences in an effort to expand knowledge and expertise in subjects relevant to transportation planning.
6. coordinate and facilitate the Central Vermont Transportation Advisory Committee (TAC) and coordinate their activities with local officials, groups, and other regional TACs and their involvement in statewide modal and policy plans.
7. solicit public participation in the planning process, including sponsor and convene informational meetings and public hearings (such as annual STIP/Capital Program hearings) and coordinate and participate in VTrans-sponsored events (such as TPI meetings and workshops).
8. engage the public in the identification of transportation problems and solutions.
9. participate in the update and implementation of current VTrans plans by facilitating public input through forums, public meetings, and other engagement tools as appropriate.
10. coordinate, facilitate, and provide technical support for quarterly road foreman roundtables.
11. serve on various transportation-related task forces and study committees.

12. attend meetings of local boards and commissions on transportation related topics.
13. provide outreach and assistance to municipalities in integrating good access management practices into local plans, regulations, and ordinances, such as Marshfield's rural and village districts zoning update.
14. conduct outreach to municipalities on adoption and use of codes and standards.
15. engage the public in the Regional Plan update as it pertains to transportation planning.
16. participate in emergency management training and activities to support a resilient transportation system.
17. monitor current transportation projects by reviewing the five year VTrans Capital Program and Project Development Plan, and the STIP.
18. participate and coordinate VTrans Way to Go! Initiatives to meet the needs of Central Vermont.
19. educate the region on the Vermont State Highway Safety Program.
20. coordinate the region's participation in the VTrans Aviation Program, including organizing a Knapp Airport Committee.
21. obtain in-house reference materials, such as periodicals, manuals and textbooks, on transportation planning, engineering, and related topics, for use by staff, local officials and the public.

**Personnel:** Executive Director, Finance and Office Manager, Senior Planners, Program Manager, Planners, Assistant Planners, Planning Technician

**Products:** Public participation and outreach activities will be ongoing throughout the agreement period. Specific products will include meeting announcements and minutes, written recommendations and correspondence as appropriate, the newsletter, a written report regarding the Way to Go! Commuter Challenge planning efforts.

### **TASK 3. LONG RANGE TRANSPORTATION PLANNING**

Long range transportation planning includes development and incorporation of transportation planning into the Regional Plan, corridor management plans and modal specific plans. All modes of transportation should be considered and integrated into the overall transportation system. A basic component of a region's planning work should be a systematic review of multi-modal transportation needs based on existing and future land use patterns, socioeconomic characteristics and trends, environmental challenges and other driving factors. This task includes activities specifically related to long-range transportation system planning and analysis, i.e., database and GIS system development and maintenance, systems analyses, the adoption of the regional transportation plan to the Regional Plan,



corridor management, and all long-range transportation system management activities.

Included are the following activities:

1. maintain, distribute, and verify through local officials and business/community leaders future land use, demographic, and transportation network characteristics.
2. continue to incorporate transportation planning into the Regional Plan.
3. conduct outreach to local officials and the public on, and participate in, the Statewide Long Range Transportation Plan update .
4. participate in working groups, steering committees, and/or advisory committees of VTrans-managed planning projects, such as acting as a technical advisor and participating in task teams for VTrans' Transportation System Resiliency Planning.
5. inventory and evaluate on-road bicycle facilities along state highways.
6. participate in Corridor Management Planning efforts to integrate local and regional perspectives.
7. coordinate intermodal, multimodal, and freight transportation planning activities, including bike/pedestrian systems planning.
8. coordinate inter-regional efforts, such as clean water planning for inter-regional roads.
9. provide technical support to assist municipalities with transportation resilience planning, such as updates to the transportation sections of Local Hazard Mitigation Plans for Moretown, East Montpelier, Warren, Duxbury, Waterbury, Berlin, Plainfield, Williamstown, and Woodbury; and assistance to the 5-town Mad River Ridge to River stormwater planning effort.
10. provide technical support to assist municipalities with municipal plan updates, zoning ordinances, subdivision regulations, highway ordinances, and other transportation-related documents or ordinances, such as Berlin's plan update incorporating New Town Center designation and annual transportation capital budget updates for Fayston and Warren.
11. provide planning, technical assistance, and grant management support as needed for communities participating in the Strong Communities, Better Connections Program, such as the Mad River Valley Active Transportation Plan and Montpelier's Compete Streets Guide.
12. develop and implement analytical methods to identify gaps in the connectivity of the transportation system.
13. continue to provide technical support to regional public transit providers and advisory groups (Green Mountain Transit, Rural Community Transportation, Mad River TAC) and participate in activities as necessary; continue to serve on Boards and committees to act as a liaison between providers and local needs.

14. identify transportation opportunities and challenges in meeting State land use planning goals.
15. develop and maintain statistics and GIS data and analyses used to support transportation planning and project development, such as using Dunn & Bradstreet employment data to further Housing + Transportation Affordability outreach.
16. identify wildlife corridors, roadway barriers and crossings, and other environmental transportation connections.

Personnel: Executive Director, Senior Planners, Program Manager, Planners, Assistant Planners, Contract staff as needed

Products: Updates to the Regional Plan; Inventory and map of on-road state highway bike facilities; GIS coverages/maps (updated base, land use, transportation network, associated transportation data, GIS updates of long-range plan maps); Project related products as applicable.

#### **TASK 4. SHORT RANGE TRANSPORTATION PLANNING**

Short range transportation planning projects may be identified in long range plans, conducted in response to an emerging issue, or prepared at the request of a municipality to address a specific need. The planning work may focus on a smaller area such as a downtown, commercial area or school and recommendations would be developed at a greater level of detail than typically provided in long range planning work. Short range planning includes collection of data to support all phases of transportation planning and project development. This task includes activities specifically emphasizing short-range transportation system analysis and problem solving, including the evaluation of specific local or regional transportation problems or issues of a one-time or short-term duration.

1. review and provide recommendations on transportation elements of municipal plans.
2. assist communities participating in the planning aspects of Transportation Alternatives, Byway, Bicycle/Pedestrian, Strong Communities/Better Connections, discretionary, and other grant Programs and in Cross Vermont Trail Association and Mad River Path Association initiatives.
3. review transportation issues and impacts of proposed development projects with impacts to the regional transportation system, and provide technical assistance to municipalities for transportation impact review of local development projects as necessary to strengthen local transportation planning.
4. conduct traffic monitoring by maintaining current data for major roads and problem areas, and by responding to local requests.
5. conduct traffic, parking space, bicycle and pedestrian, and turning movement counts.
6. assist municipalities to form local stormwater utilities and complete an annual inventory of

utilities formed.

7. collect municipal highway major collector HPMS data.
8. assist municipalities to plan for Complete Streets, and conduct a municipal complete streets implementation inventory.
9. assist municipalities with inventory, assessment, planning, and management of local transportation systems by conducting municipal road, culvert, bridge, ditch, roadway sign, and bicycle and pedestrian infrastructure inventories and assessments, road erosion assessments, and by supporting development and maintenance of road surface management systems, road stormwater management plans, and capital improvement plans. This work will, in part, assist towns in applying for Municipal Road General Permits and complying with the Vermont Clean Water Act.
10. participate in public transit planning, such as GMT's system redesign process, update of the GMT Transit Development Plan, coordination of human service needs with transportation options, monitoring changes of transit systems in the region, updating transit mapping, and supporting enhancement of the Elderly and Disabled Transportation Program.
11. participate and coordinate efforts with VTrans, GMT, and communities to develop travel demand management measures (including Go Vermont, Montpelier Multi-modal Center).
12. support Safe Routes to School outreach, planning, implementation, and evaluation.
13. participate in the Systemic Local Road Safety Program and Road Safety Audit Reviews.

Personnel:	Executive Director, Senior Planner I, Program Manager, Planner I, Assistant Planners, Planning Technician, Consultant/Contract staff as needed
Products:	Municipal Plan updates; Traffic, parking space, bicycle and pedestrian, and turning movement counts; Local Stormwater Utilities Report; Sufficiency rating data on VTrans identified miles of municipal highway major collectors; Complete Streets implementation inventory; Municipal transportation system inventories, assessments, and capital plans; Nominations and mapping of high hazard locations and programmatic corridors to the HRRR Program; Updated school area infrastructure maps developed for SRTS Program as needed; Other projects as applicable.

#### **TASK 5. PROJECT DEVELOPMENT PLANNING**

The task includes activities emphasizing project-specific planning and development. Project development activities provide continuity between planning and implementation and provide a framework for on-going public participation as specific design alternatives, costs and impacts are explored. The work will involve developing transportation projects and preparing them for state or local implementation. The project development assistance will be extended to municipalities and VTrans first

with a secondary priority of serving nonprofit and interest groups. These are projects and planning activities that can realistically be implemented within a few years.

Included are the following activities:

1. identify local issues that relate to scoping analysis, and conduct feasibility and location studies.
2. facilitate public participation during scoping analysis and the project development process, and participate in public meetings.
3. provide assistance to communities for projects that can be funded and developed outside the statewide prioritization system.
4. prioritize VTtrans projects and evaluate conformance with the Regional Plan.
5. prioritize District paving projects.
6. provide outreach, assistance, and coordination for accelerated and high impact projects, participate in meetings, and provide assistance to municipalities as needed.
7. provide outreach to identify road diet projects and coordinate municipal education and participation.

Personnel: Executive Director, Senior Planners, Program Manager, Planners, Assistant Planners, Consultant/Contract staff as needed.

Products: Regional project prioritization list and map; District paving prioritization list; Project assistance as applicable.

#### **TASK 6. OTHER PLANNING ACTIVITIES**

The Vermont Online Bridge and Culvert Inventory Tool (VOBCIT/VTculverts.org) is an integrated software product to handle data entry, access, and status reporting of municipal bridge and culvert inventories currently collected by Regional Planning Commissions (RPCs), municipalities, and their contractors. VTtrans initiated, updates, and provides financial support for the software. CVRPC and the Chittenden County RPC support other RPCs and municipalities in using the software.

1. Provide VOBCIT technical support to RPCs and municipalities.

Personnel: Program Manager

Products: Technical support to RPC's and municipalities will be ongoing throughout the agreement period.

## ATTACHMENT B

### PAYMENT PROVISIONS

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

- A. General. In accordance with Attachment A, **Work Program and Budget, dated July 6, 2016**, and Attachment B, Budget Detail by Task and Expense Categories, the total estimated cost of all activities to be performed under this Agreement is **Two Hundred Thirty-Six Thousand Three Hundred Eighty-Two Dollars (\$236,382.00) (\$189,105.60 in Federal Funds, \$23,638.20 in State Funds and \$23,638.20 in Local Funds)**. The STATE agrees to pay the Subrecipient and the Subrecipient agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, ninety percent (90%) of the actual cost of the work performed for funding source **STP SPR PL-1 (54) EA #0001054, Sub/Job #706** in accordance with Attachment A, dated **July 6, 2016**, which is attached hereto. All costs necessary to carry out the activities described in Attachment A, are to be determined by actual cost records kept by the RPC and any contractors of the RPC in accordance with the provisions of this Agreement, the cost principals established by 49 CFR 18.22 and 2 CFR 225, and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Maximum Limiting Amount. The total amount to be paid to the Subrecipient for services related to Attachment A, Work Program, under this Agreement shall not exceed the maximum limiting amount of **Two Hundred Twelve Thousand Seven Hundred Forty-Three Dollars and Eighty Cents (\$212,743.80)**.

The STATE shall pay, or cause to be paid, to the Subrecipient progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the STATE, for all work. Request for payment for Contractor activities shall be included with the Subrecipient's submittals, but will be documented separately.

Reimbursement of Meals and Travel Expenses, where applicable, for contractors, vendors, service providers and grantees, including sub-grantees and (sub) contractors, shall be limited to the currently allowed rates as determined by the State's non-management bargaining unit labor contract.

The maximum allowable reimbursement rate for meals is as follows:

Effective July 1, 2005		
	IN-STATE	OUT-OF-STATE
Breakfast	\$5.00	\$6.25
Lunch	\$6.00 *	\$7.25
Dinner	\$12.85	\$18.50

\* This amount is only reimbursed for day after night of lodging

Automobile mileage actually and necessarily traveled shall be reimbursed at the rate established by the Federal General Services Administration (GSA).

The STATE shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs incurred will be in the same format as Attachments A and B.

The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The STATE shall seek to make payments within thirty (30) days of receipt of an invoice from the Subrecipient.

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

The value of third party in-kind contributions are acceptable as the cost sharing or matching requirements for federal funding when claimed in accordance with 49 CFR 18.24 (a)(2) and written procedures approved by the STATE.

See the attached line item budget and budget narrative, Attachment B.

The SUBRECIPIENT shall provide for the continuing the comprehensive, cooperative and continuing transportation planning process in accordance with this Work Plan and the attached budget. The completion of the Work Plan is subject to the availability of funds, as referenced in section 3 and 5 of this Agreement.

Written reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical.

Payment must be requested using a Cash Request Form.

A financial close out report must be submitted within 45 days of the end date of the grant.

All completed forms should be submitted to:

Name: Director of Policy, Planning & Intermodal Development  
 Address: Vermont Agency of Transportation  
 National Life Building  
 One National Life Drive  
 Montpelier, VT 05633-5001

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**FFY 2017 Transportation Planning Initiative**  
 June 2016

**Exhibit 2: Budget Detail by Task Category**

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$18,900
Task 2	Public Participation and Coordination	\$50,835
Task 3	Long Range Transportation Planning	\$47,361
Task 4	Short Range Transportation Planning	\$94,585
Task 5	Project Development Planning	\$15,572
Task 6	Other Planning Activities	\$9,129
<b>Total</b>		<b>\$236,382</b>

**Exhibit 3: Budget Detail by Expense Category**

RPC Staff Position	Rate SFY17	Total Hours	Total Cost
Executive Director	\$37.76	210	\$7,930
Senior Planner I	\$28.38	1,480	\$42,002
Program Manager	\$26.41	532	\$14,052
Planner I	\$19.84	645	\$12,797
Asst. Planner I	\$18.63	300	\$5,589
Finance & Office Mngr	\$27.64	110	\$3,040
Asst. Planner II	\$15.87	340	\$5,396
Planner II	\$21.63	120	\$2,596
Senior Planner II	\$30.11	70	\$2,108
Planning Technician	\$13.00	220	\$2,860
<b>Total</b>		<b>4,027</b>	<b>\$98,369</b>

Indirect Costs	106.90%		
RPC Staff Position	of Hourly Rate	Total Hours	Total Cost
Executive Director	\$40.37	210	\$8,477
Senior Planner I	\$30.34	1,480	\$44,901
Program Manager	\$28.23	532	\$15,021
Planner I	\$21.21	645	\$13,680
Asst. Planner I	\$19.92	300	\$5,975
Finance & Office Mngr	\$29.55	110	\$3,250
Asst. Planner II	\$16.97	340	\$5,768
Planner II	\$23.12	120	\$2,775
Senior Planner II	\$32.19	70	\$2,253
Planning Technician	\$13.90	220	\$3,057
<b>Total</b>		<b>4,027</b>	<b>\$105,156</b>

Direct Costs	Total Cost
Contractual	\$22,457
Travel	\$6,000
Supplies	\$950
Equipment	\$0
Meetings	\$1,150
Data & References	\$200
Postage	\$500
Copy/Print	\$500
Advertising	\$1,100
<b>Total</b>	<b>\$32,857</b>

Fund Allocation		CVRPC Share <sup>1</sup>	VTrans Share <sup>2</sup>
Task	Task Description		
Task 1	Program Administration	\$1,890	\$17,010
Task 2	Public Participation and Coordination	\$5,084	\$45,752
Task 3	Long Range Transportation Planning	\$4,736	\$42,625
Task 4	Short Range Transportation Planning	\$9,459	\$85,127
Task 5	Project Development Planning	\$1,557	\$14,015
Task 6	Other Planning Activities	0	\$10,000
<b>Subtotal by Share</b>		<b>\$22,725</b>	<b>\$214,529</b>
<b>Agreement Total</b>			<b>\$236,382</b>

**Notes:**

<sup>1</sup> CVRPC share comes from annual appropriations from the Vermont Agency of Commerce and Community Development (Municipal & Regional Planning Fund) and CVRPC's member municipalities.

<sup>2</sup> VTrans share comes from federal transportation funds provided by the U.S. Department of Transportation Federal Highway Administration and state transportation funds appropriated by the Vermont Legislature.

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**FFY2017 Transportation Planning Initiative**  
 June 2016

**Exhibit 4: Time-Task-Cost Summary****A. Personnel (Hours)**

Task #	Task Description	Exec Dir.	Sr. Planner I	Program Mgr.	Planner I	Asst. Planner I	Fin/Off Mgr.	Asst. Planner II	Planner II	Sr. Planner II	Planning Tech	Total Hours
1	Administration	25	50	10	5		50					140
2	Public Participation & Coordination	50	500		30		30	750		70		1,080
3	Long Range Transportation Planning	110	350	55	110	100	30	50				875
4	Short Range Transportation Planning	20	400	300	500	50				30	220	1,590
5	Project Development Planning	5	180			50				60		295
6	Other Planning Activities			167								167
	<b>Total</b>	<b>210</b>	<b>1,490</b>	<b>512</b>	<b>645</b>	<b>300</b>	<b>110</b>	<b>840</b>	<b>130</b>	<b>70</b>	<b>220</b>	<b>4,037</b>

**B. Direct Costs (\$)<sup>1</sup>**

Task #	Task Description	Contractual	Travel	Supplies	Equipment	Meetings	Data/Ref	Postage	Copy/Print	Advertising	Total
1	Administration		\$6,000	\$950		\$1,150		\$500	5500	\$1,100	\$30,400
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning	\$22,457									\$22,457
5	Project Development Planning										\$0
6	Other Planning Activities										\$0
	Total	\$22,457	\$6,000	\$950	\$0	\$1,150	\$200	\$500	\$1500	\$1,100	\$32,457

**C. Cost Proposal Summary (\$)**

Task #	Task Description	Hourly Rate	Exec Dir.	Sr. Planner I	Program Mgr.	Planner I	Asst. Planner I	Fin/Off Mgr.	Asst. Planner II	Planner II	Planning Tech	Total Personnel	Indirect	Direct	Total Cost
1	Administration	\$94.4	\$28,336	\$1,419	\$264	\$59	\$1,863	\$77.64	\$1,382	\$0	\$0	\$4,108	\$4,392	\$10,500	\$18,900
2	Public Participation & Coordination	\$1,888	\$54,130	\$0	\$555	\$2,182	\$1,863	\$2,739	\$4,602	\$0	\$0	\$24,570	\$26,265	\$0	\$50,835
3	Long Range Transportation Planning	\$4,154	\$9,933	\$1,453	\$2,182	\$1,863	\$2,739	\$4,602	\$7,944	\$1,863	\$0	\$22,881	\$24,740	\$0	\$47,361
4	Short Range Transportation Planning	\$795	\$11,392	\$7,973	\$5,920	\$5,920	\$5,920	\$5,920	\$0	\$0	\$0	\$24,860	\$27,267	\$22,457	\$94,585
5	Project Development Planning	\$183	\$5,108	\$0	\$0	\$0	\$0	\$0	\$0	\$1,293	\$0	\$7,531	\$8,046	\$0	\$15,572
6	Other Planning Activities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total</b>	<b>\$7,953</b>	<b>\$42,002</b>	<b>\$4,412</b>	<b>\$14,952</b>	<b>\$12,797</b>	<b>\$5,983</b>	<b>\$23,403</b>	<b>\$5,236</b>	<b>\$2,856</b>	<b>\$2,856</b>	<b>\$98,369</b>	<b>\$105,110</b>	<b>\$72,837</b>	<b>\$276,316</b>

106.9%	Indirect Rate	\$9,477	\$44,901	\$15,021	\$13,690	\$5,975	\$3,259	\$5,768	\$2,775	\$2,253	Total Employee Indirect	\$3,057	\$105,116
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**Notes**

<sup>1</sup> Contractual: Audit services, engineering services as needed for problem evaluation  
 Travel: Mileage, transportation, parking, room  
 Supplies: Office and traffic, counting supplies, mapping supplies used for transportation planning  
 Equipment: Counting and inventory equipment, computers used for transportation planning  
 Meetings: Meeting room space, other associated costs, meals, conference / workshop fees  
 Data / Ref: Reference materials, portion of cost of new orthophotography  
 Postage: Large packages, special mailings  
 Copies / Printing: Reproduction costs, including photocopies (\$0.05 per page) and outside print/copy services  
 Advertising: Advertising, legal notices



**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

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

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

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

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

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

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

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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

The Party shall indemnify the State and its officers and employees 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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. 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.

**B. Internal Controls:** In the case that this Agreement is a Grant 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).

**C. Mandatory Disclosures:** In the case that this Agreement is a Grant 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.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired

in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date 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.

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

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date 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.

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

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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

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

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

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

**23. 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.

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

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

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

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

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

**30. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

(End of Standard Provisions)

**ATTACHMENT D****OTHER GRANT AGREEMENT PROVISIONS**

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Work Product Ownership:** Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.
3. **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 Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.
4. **Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.

All property acquired by Subrecipient, partially or wholly funded under this Agreement, is to benefit the public by providing planning services. Subrecipient is a trustee of said property and acknowledges that State and FHWA retain a controlling interest in all such property throughout its useful life. Title to vehicles, real property, and other property with an acquisition cost of \$5,000.00 or more per item continues to vest in State until State relinquishes its property rights in writing after the expiration of the useful life of said property. The determination of the useful life of property is solely the decision of the Administrator acting for State and shall be consistent with State and FHWA guidance.

5. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
6. **Davis-Bacon Act:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
7. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.
8. **Indirect Cost Rate Proposals:** A minimum of no less than annually, the Subrecipient will prepare an Indirect Cost Rate Proposal and supporting documentation as specified in 2 CFR 225, Appendix E, and certification by the Subrecipient's chief executive officer in the form prescribed in 2 CFR 225, Appendix E, "Certificate of Indirect Costs". The Indirect Cost Rate Proposal and Certification will be for the period for which the financial assistance is requested.

The indirect cost rate calculated in the proposal will be stated as a "fixed rate" and used in preparing the work program and budget submitted to the state in support of their application for financial assistance. The certification by the Subrecipient's chief executive officer will be included in the application.

The approved indirect rate will be stated in the financial agreement between the state and the Subrecipient as a “fixed rate” as defined in 2 CFR 225, Appendix E. In addition to stating the approved indirect rate in the financial agreement, the state will, upon the request of the Subrecipient, issue a letter to the Subrecipient confirming the rate approved for use, which the Subrecipient may use in informing other agencies awarding federal funds.

The “fixed rate” is not subject to adjustment during the period of performance of the financial agreement except upon Subrecipient’s application, and State approval, to formally amend the Indirect Cost Rate Proposal. As a “fixed rate” the difference between the estimated costs and the actual, allowable costs for the period covered by the approved rate may be carried forward by the Subrecipient as an adjustment to the rate computation of a subsequent period.

The subrecipient will maintain the indirect cost rate proposal and supporting documents, and certification by the chief executive officer, for audit in accordance with 2 CFR 225 and as provided in “Section 10, Records Available for Audit” in Attachment C: Standard State Provisions for Contracts and Grants.

9. **Audit Requirement:** The independent audit specified in Attachment C: Standard State Provisions for Contracts and Grants, Section 9, “Requirement to Have a Single Audit” will include testing of the Indirect Cost Rate, and in-kind match in accordance with the latest approved procedure for implementing use of in-kind non-federal matching funds for UPWP tasks.
10. **Title VI Nondiscrimination Statement:** The State ensures compliance with Title VI of the Civil Act of 1964; 49 CFR, part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, national origin, gender, age, or disability.
11. **Drug Free Workplace:** As an employer, the subrecipient is responsible for maintaining safe, efficient working conditions for its employees by providing a drug free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any State work site.  
  
An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.
12. **Notice to Bidders – Cargo Preference Requirement.** The contractor is hereby notified that the Contractor and Subcontractor(s) are required to follow the requirements of 46 CFR 381.7 (a)-(b). For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.



**ATTACHMENT E**

**CERTIFICATE OF INDIRECT COSTS**

**CERTIFICATE OF INDIRECT COSTS**

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal dated January 25, 2016 to establish billing for final indirect costs rates for FY 2017 are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*. Unallowable costs have been adjusted in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Governmental Unit: Central Vermont Regional Planning Commission

Signature: Bonnie Waninger

Name of Official: Bonnie Waninger  
Title: Executive Director  
Phone: 802/229-0389

Date of Execution: January 25, 2016



Exhibit 5

State of Vermont  
Agency of Transportation  
Finance & Administration Division  
Audit Section

One National Life Drive  
Montpelier, VT 05633

[phone] 802-828-2406  
[fax] 802-828-2024

March 21, 2016

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

Regarding Indirect Cost recovery rate for FY17

Dear Bonnie:

As you are aware, your regional planning commission (RPC) is a political subdivision of the state, considered a local government whose indirect rate proposal must be prepared in compliance with 2 CFR Part 200.

Indirect cost recovery by Vermont's RPCs was the subject of considerable study during 2013/2014 resulting in a Memorandum of Understanding signed by Secretary of Transportation Brian Searles on March 25, 2014. MU0066 details the conditions for preparation, submittal, and approval of RPC indirect cost rates.

I have reviewed Central Vermont Regional Planning Commission's proposed indirect cost rate of **106.90%** for July 1, 2016 through June 30, 2017 based on audited costs for FY2015. You, as Executive Director, have certified to us as required, the inputs and calculations used to arrive at this rate are to the best of your knowledge compliant, accurate and true. Based upon our review and your certification, we accept this rate for conducting business with the Vermont Agency of Transportation. Please note that we may adjust this rate if we obtain additional information that warrants it. We reserve the right to audit this rate or seek further information from the independent auditors pertaining to the procedures they performed.

Thank you. I hope that you and your colleagues at CVRPC enjoy a great year.

A handwritten signature in cursive script that reads "Cathy Hilgendorf".

Cathy Hilgendorf  
Audit Chief  
[cathy.hilgendorf@vermont.gov](mailto:cathy.hilgendorf@vermont.gov)



**General Insurance Requirements**  
**Attachment C – State Standard Provisions for Contracts and Grants**  
**Revised July 1, 2016**

**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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

**Certificate Holder:**

State of Vermont

Agency of Transportation

1 National Life Drive

Montpelier VT 05633

**CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION  
STANDARD SUB-GRANT AGREEMENT  
With CENTRAL VERMONT REGIONAL PLANNING COMMISSION  
AGREEMENT #CVRPC\_WQ\_FY17**

1. Parties: This is an Agreement for services between the Chittenden County Regional Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404-2109, (hereinafter called “CCRPC”) and Central Vermont Regional Planning Commission with its principal place of business at 29 Main St., Suite 4, Montpelier, VT 05602 (hereinafter called “Subgrantee”). It is the Subgrantee responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subgrantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Subgrant Agreement is to provide coordinated outreach regarding the Vermont Clean Water Act (Act 64). The Subgrantee’s Scope of Work is listed in Attachment A. The Subgrantee’s Budget is detailed in the Attachment B.
3. Maximum Amount: In consideration of the services to be performed by Subgrantee, the CCRPC agrees to pay Subgrantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$33,800.
4. Agreement Term: The period of Subgrantee’s performance shall begin on July 1, 2016 and end on September 30, 2017.
5. Source of Funds: State funds.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the CCRPC and Subgrantee.
7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Contact persons for this grant agreement:

CCRPC: Dan Albrecht

P: (802) 846-4490 E: dalbrecht@ccrpcvt.org

SUBGRANTEE: Daniel Currier

P: (802) 229-0389 E: Currier@cvregion.com

9. Attachments: This Agreement consists of twenty-one (21) pages including the following attachments which are incorporated herein:

Attachment A – Scope of Work to be Performed  
Attachment B - Payment Provisions  
Attachment C – Standard State Grant Provisions  
Attachment D – Other Grant Agreement Provisions

10. Flow Down: Attachments C and D contain Standard and Other State grant agreement language which refer specifically to CCRPC's Grant with Vermont Agency of Natural Resources. All State and Federal requirements, if any, flow down to the Subgrantee regardless of specific applicability.

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

CHITTENDEN COUNTY  
REGIONAL PLANNING COMMISSION

SUBGRANTEE

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

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

Name: Christopher D. Roy

Name: Byron Atwood

Title: CHAIR

Title: CHAIR

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

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

## Attachment A

### Scope of Work to be Performed

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

The primary objective of this grant agreement is to ensure regional planning commission participation in the development of tactical basin plans by providing for consistent and coordinated outreach regarding the Vermont Clean Water Act (VCWA) and related State water quality statutes and programs, and carrying forth the specified tasks outlined by 10 VSA 1253. This grant agreement is intended to provide necessary resources to the Grantee to allow for the support of municipalities and partner organizations in prioritizing water quality investments or implementing State or municipal policy changes, and to assist in monitoring progress towards meeting water quality goals consistent with the State Surface Water Management Strategy. The Grantee will ensure that basin planning activities are coordinated and integrated with transportation and hazard mitigation activities. The Grantee shall subcontract to other Regional Planning Commissions (RPCs) as specified to conduct the scope of water quality planning related work described in this grant agreement. In the execution of this scope of work, CVRPCs shall act as agents of the State by presenting unbiased opinions of the policy, implementation priorities, and associated tactical basin plans. This will not preclude CVRPCs from providing comments and suggestions that may differ from the State's positions regarding policy, implementation priorities, and tactical basin plans outside of the execution of this scope of work.

In order to be eligible for sub-awards under this grant agreement, each RPC shall provide a narrative describing how they will staff this effort. Eligibility requirements include that lead staff assigned by CVRPCs provide evidence of education and/or experience in water quality, natural resources and planning. In addition, to be eligible, CVRPCs shall update narratives provided to the State in conjunction with prior iterations of this grant, as to how their Regional Plans address, or will address, the following:

- 24 V.S.A. §4302 "Vermont's water quality should be maintained and improved according to the policies and actions developed in the plans established by the Secretary of Natural Resources under 10. V.S.A. §1253" and,
- 24 V.S.A. §4348a(a)(6)(B) A statement of policies on the "protections and improvement of waters of the State to be used in the development and furtherance of the applicable basin plans established by the Secretary of Natural Resources under 10. V.S.A. §1253."

The Grantee will provide to the State a copy of each sub-award as each agreement is put into place. Soon after receiving the fully authorized grant agreement, the Grantee shall issue a press release for use by all RPCs to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions and anticipated timeline. The Grantee, by the close of the agreement, shall also provide a final report that summarizes the various activities undertaken by each RPC by task.

The State has specified "Required Statewide" or "Required Lake Champlain" activities to which RPCs shall commit in conjunction with this grant agreement, and optional activities to which RPCs may elect to commit. Activities that are required of all RPCs statewide are noted with "Required" in front of the specific task. Activities that are to be undertaken in the Lake Champlain basin are noted with an "LC" in front of the specific task. Optional tasks are noted by "Optional" in front of the task. Eligible activities fall into one of five related categories as described in more detail below:

- 1) Municipal Outreach and Education, and Cross-program Integration and Coordination;
- 2) Municipal Planning Assistance;
- 3) Coordination of water quality monitoring, and oversight of independently funded assessments;
- 4) Participation in Tactical Basin Plan Development, including project prioritization; and certain implementation activities

5) Administration and oversight.

Pursuant to 10 VSA 1253(d) as amended 2016, RPC's may subcontract specific activities within categories 1 thru 4, above, to the Natural Resources Conservation Council of Vermont, for execution by Natural Resources Conservation Districts that share jurisdiction with that RPC.

**1) Municipal Outreach and, Education, and Cross-program Integration and Coordination, related to the VCWA**

- a) **Education (Required):** RPCs will provide educational programming to all subject municipalities about the requirements of the new VCWA, and related regulatory requirements. The State shall collaborate with CVRPCs in developing and then specifying the components of this training which will include all municipally-relevant components of VCWA. To complete this, CVRPCs will, in collaboration with State staff, deliver at least two comprehensive municipal outreach presentations on the requirements and timelines in VCWA. CVRPCs shall track outreach efforts and which municipalities have participated in these outreach sessions.

*Deliverables:*

*CVRPC will document the dates and attendees of presentations provided by CVRPC in DEC's nForm portal..*

*CVRPC will publish standardized fact-sheets on its website.*

*CVRPC will make at least one web post per quarter in the State's blog entitled "FLOW" describing activities undertaken or meetings held under this agreement.*

- b) **Staff Training (Required):** The Grantee will consult with the State to ensure that training provided to RPC staff and municipalities is appropriate to ensure RPCs' eligibility. Training and information sharing meetings of all of the contracting RPCs' staff will be scheduled monthly as needed. All RPCs funded through this grant are required to participate in these training meetings.

*Deliverables:*

*CVRPC will participate in training and information meetings and provide a list of staff participating in each training and any other relevant training and certifications.*

**2) Municipal Planning Assistance**

- a) **Municipal Plans/Bylaws (Required):** RPCs shall, in consultation with State's Rivers Program staff, provide technical support, mapping and planning support and outreach to assist interested communities with municipal plan updates, zoning bylaw updates, hazard mitigation plans, and flood hazard area and river corridor regulations consistent with the mapping and regulatory standards established in the DEC *Flood Hazard Area and River Corridor Protection Procedures*. RPCs may conduct river corridor map updates consistent with the protocols outlined in the DEC Flood Hazard Area and River Corridor Protection Procedures using data consistent with the ANR Stream Geomorphic Assessment Protocols.

*Deliverables:*

*CVRPC will provide a summary of activity (meetings and progress) with interested municipalities. Any public meetings or workshops shall be documented in DEC's nForm portal.*

*CVRPC will deliver recommendations for municipal zoning actions to be included in tactical basin plans to the watershed coordinator.*

*CVRPC will deliver revised River Corridor maps to DEC's Rivers Program.*

*CVRPC will post at least one good example of plan element or bylaw section language to appropriate websites (flood ready, ANR, VPIC, CVRPC).*

- b) **Municipal Protectiveness (Required):** CVRPCs shall annually update the status of municipal zoning protectiveness with respect to: water quality, flood hazard area, river corridor bylaws, flood resiliency plans, road and bridge standards, and other criteria to receive public assistance under Emergency Relief and Assistance Fund (ERAF).

*Deliverables:*

*CVRPC will provide an updated table cataloguing zoning protectiveness and other ERAF criteria using an agreed-upon template provided by State.*

- c) **Stormwater Master Planning (LC):** CVRPCs shall provide appropriate training, education and outreach to municipalities and the public to strengthen support for water quality investments and to insure integration of water quality management efforts into other areas of municipal planning and regulation as appropriate. CVRPCs shall promote the application of stormwater master planning for municipalities identified by the relevant Tactical Basin Plans as in need of such assessment. CVRPCs may assist in the development of grant applications for stormwater master plans, to assist municipal officials and the State in making water quality investment decisions. RPCs may assist municipalities with planning for compliance with the existing developed lands general permit, and for compliance with the municipal separate storm sewer system permit.

*Deliverables:*

*CVRPC will report the municipalities engaged.*

*CVRPC will report on applications for funding, the agreed timeline for conducting master planning, the master plan template to be followed, and any barriers to executing the stormwater master planning work.*

*CVRPC will document any assistance requested and provided for compliance with the developed lands general permit and/or the municipal separate storm sewer system permit.*

- d) **Municipal Roads (Optional):** RPCs may assist municipalities with compiling existing inventories of stormwater infrastructure, stream geomorphic information, culvert inventories, road erosion inventories, priority setting, capital budgets, and Road Erosion Risk Analysis maps to assist in developing road stormwater management plans under the Municipal Roads General Permit.

*Deliverables:*

*CVRPC will report on the municipalities assisted.*

*CVRPC will provide resulting inventoried project locations and priorities in a template that is compatible with the State's implementation tracking system for inclusion in tactical basin plan implementation tables.*

### **3) ~~Monitoring & Assessment – Coordination of water quality monitoring, and oversight of independently funded assessments~~**

~~**Monitoring (Optional):** RPCs may obtain from affected municipalities statements of comment or support for additional water quality monitoring or other assessments that municipalities view as necessary, and bring that information back to State watershed coordinators for consideration in upcoming monitoring rounds. RPCs, on behalf of these municipalities, may engage or partner with local watershed association(s) or other entities within the State's LaRosa Partnership Program to support, seek funding, or conduct monitoring or assessments.~~

*Deliverables:*

~~*CVRPC will report recommendations for monitoring information and locations, or other assessments.*~~

~~*CVRPC will report any assistance provided to partners in support of monitoring or assessments.*~~

### **4) Tactical Basin Planning & Implementation**

- a) **Basin Plan Intro (Required):** In the two year window that Basin Plans are developed, relevant RPCs as spelled out in the ANR Basin Plan Schedule shall review assessment data and coordinate with the respective basin planner to reach out to affected municipalities, explain the nature of the State's water quality assessment information, and identify key water quality issues specific to each member municipality. CVRPCs shall employ a mutually agreed upon standardized presentation approach that also provides an overview of the state water quality standards. CVRPCs shall report results of the outreach to the state's basin planner using an agreed-upon reporting template.



Deliverables:

*CVRPC will participate in the planning process for the following Basins: Winooski.*

*CVRPC will report via the DEC nForm a summary of any presentations made and will use state indicators to track effectiveness of meetings with municipalities.*

- b) **Basin Plan Draft Development (Required):** While the State's watershed coordinator is responsible for drafting the tactical basin plan in consultation with the relevant RPCs and their municipalities, RPCs will serve as a member of the watershed coordinator's external stakeholder group and will participate in all stages of plan development to the extent the budget allows.

Deliverables:

*CVRPC will provide a summary of municipal and RPC comments and input to the watershed coordinator for the Lamoille Basins during 2016.*

- c) **Draft Plan Review (Required):** In accordance with the ANR Basin Plan schedule, ANR shall provide at least 60 days for draft tactical basin plan review. RPCs shall coordinate timing with the State watershed coordinator and provide for at least one publicly noticed hearing on draft tactical basin plan(s), coincident with a meeting of the appropriate governance body for the RPC to obtain comments on draft plan(s) content from municipalities and RPC Boards. RPCs shall work with the State watershed coordinator to host at least one separate public forum on the draft plan. RPCs shall provide RPC board recommendations to the Secretary regarding the draft plan's conformance with regional plan goals and objectives and its recommendations regarding implementation project priorities. In their implementation project recommendation, RPCs will identify where there would be transportation, hazard mitigation, and other co-benefits and additional resources may be leveraged. These recommendations shall be provided to the Secretary and the Watershed Coordinators.

Deliverables:

*CVRPC will send out a press release, provide public notice, and hold a hearing on the 2016 Lamoille, Missisquoi, and Memphremagog draft Tactical Basin Plans and report attendees and comments received.*

~~*The RPC may send out a press release and provide public notice of the 2017 South Lake Champlain and Ottauquechee/Black draft tactical basin plan public hearing and report attendees and comments received.*~~

*CVRPC shall also provide a post for State's blog "FLOW" for each basin plan forum hosted.*

*CVRPC shall provide board recommendations to the Watershed Coordinator for that tactical basin plan.*

- ~~d) **Establishing Management Objectives (Optional):** Using supporting documentation provided by the State, watershed groups, towns or RPCs, CVRPCs shall provide public notice of and hold at least one forum to explain and request from affected municipalities statements of comment or support for designation of candidate Outstanding Resource Waters, or candidates identified for re-classification to Class A(1) in existing tactical basin plans adopted after 2014.~~

Deliverables:

~~*Municipal letters of support for each relevant municipality where reclassification is proposed for rulemaking.*~~

~~*Host hearings as appropriate, and report on attendees and comments received in DEC's nForm portal.*~~

- e) **Project Implementation (Required):** RPCs will track implementation of basin plan projects and strategies conducted by municipalities, partners, or as managed by RPCs annually in a form provided by the State, using state indicators, and provides the information to the watershed coordinator. RPCs may provide assistance to municipalities or partners in seeking external funding to support the implementation of priority projects or strategies.

Deliverables:

*CVRPC will report implementation status of basin plan projects (non-Clean Water Initiative funded) using the DEC Implementation Tracking System.*

*CVRPC will coordinate with the basin planner on any grant applications developed, and ensure that they receive information relating to project status in order that the data in the implementation tracking system is maintained and up-to-date.*

## 5) Program oversight

The Grantee shall negotiate sub-awards with the other RPC's subject to the State's approval, and review compliance with grant requirements by all sub-awardees. Each RPC shall submit an updated eligibility statement as described in the introduction. The Grantee shall issue a press release for use by all RPCs to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions and anticipated timeline. The Grantee shall serve as the communications conduit with the State for all task deliverables that involve developing common presentations, forms, etc. The State shall assist as needed with technical review to ensure consistent quality amongst the sub-awardees. The State shall notify the Grantee of any concerns with sub-awardees as soon as they become aware of a concern. CVRPCs shall report progress on the tasks above and budget expended each quarter.

### Deliverables:

*Each RPCs will provide an updated eligibility statement.*

*Sub-awards will be negotiated for DEC approval with task budget estimates.*

*Each CCRPC shall retain correspondence regarding administration of this agreement.*

*CVRPCs will submit quarterly progress reports and invoices to CCRPC within 30 days of the end of each quarter.*

### **Reporting:**

*Each RPC will document the results of its work under each task in a consistent statewide format to indicate the value of the effort using the deliverable provided in Schedule A.*

### **Schedule A. Performance Table.**

<b>Milestone</b>		<b>Scope with Deliverables</b>	<b>Dates</b>
1a	Municipal Outreach and Education	-Table of dates and attendees of presentations provided by CVRPC. -Publication of standardized fact-sheets on its website. -One or more web posts per quarter in the State's blog entitled "FLOW" describing activities undertaken or meetings held.	7/1/16 – 9/30/17
1b	RPC Staff Training	-CVRPC will participate in training and information meetings and provide a list of staff participating in each training and any other relevant training and certifications.	7/1/16 – 9/30/17
2a	Municipal Plans and Bylaws	-Summary of activity (meetings and progress) with interested municipalities. -Recommendations for municipal zoning actions to be included in tactical basin plans to the watershed coordinator. -CVRPC will post at least one good example of plan element or bylaw section language to appropriate websites (flood ready, ANR, VPIC, CVRPC). -River Corridor Map Updates submitted to DEC Rivers Program in GIS format.	7/1/16 – 9/30/17
2b	Municipal Protectiveness Review	-Updated table cataloguing zoning protectiveness and other ERAF criteria using an agreed-upon template provided by State.	7/1/16 – 9/30/17
2c	Stormwater Master Planning (LC only)	-Report on municipalities engaged. -Report on applications for funding, relevant template, and issues encountered. -Report on compliance assistance provided to municipalities for the	7/1/16 – 9/30/17

Milestone		Scope with Deliverables	Dates
		developed lands general permit and/or municipal separate storm sewer system permit.	
2d	Municipal Roads (optional)	-Report on municipalities assisted -Report on inventoried and identified priority projects for inclusion in tactical basin plan implementation tables.	7/1/16 – 9/30/17
3	<del>Water Quality Monitoring Assessments (optional)</del>	<del>-Report recommendations for monitoring information and locations, or other assessments. -Report any assistance provided to partners in support of monitoring or assessments.</del>	<del>7/1/16 – 9/30/17</del>
4a	Basin Plan Introduction	-CVRPC will participate in the planning process for the following Basins: Winooski. -CVRPC will report a summary of presentations and track effectiveness of meetings with municipalities.	7/1/16 – 9/30/17
4b	Basin Plan Draft	- Summary of municipal and RPC comments and input to the watershed coordinator for the Lamoille Basins during 2016.	7/1/16 – 9/30/17
4c	Draft Plan Review	- Press release, provide public notice, and hold a hearing on the 2016 Lamoille, Missisquoi, and Memphremagog draft Tactical Basin Plans and report attendees and comments received. <del>-The RPC may send out a press release and provide public notice of the 2017 South Lake Champlain and Ottawaquechee/Black draft tactical basin plan public hearing and report attendees and comments received.</del> - CVRPC shall also provide a post for State's blog "FLOW" for each basin plan forum hosted. - CVRPC shall provide board recommendations to the Watershed Coordinator for that tactical basin plan.	7/1/16 – 9/30/17
4e	<del>Management Objectives (optional)</del>	<del>-Municipal letters of support for each municipality where reclassification is proposed for rulemaking. -Host hearings as appropriate, and report on attendees and comments received.</del>	<del>7/1/16 – 9/30/17</del>
4f	Project Implementation	-CVRPC will report ongoing implementation of non-clean water initiative funded projects using DEC Implementation Tracking System -RPC will report on applications developed for funding to support projects in basin plans.	7/1/16 – 9/30/17
5	Program Oversight	-Executed Contract -Press release -Updated eligibility statements -Ten sub-awards negotiated for DEC approval with task budget estimates. -Retain correspondence between RPC and State regarding administration of this agreement. -Submit quarterly progress reports and invoices.	8/31/16 9/30/16 9/30/16 9/30/16  7/1/16 – 9/30/17 7/1/16 – 9/30/17

## Attachment B

### Payment Provisions

1. The Sub-grantee shall provide the mutually agreed upon deliverables as listed in Attachment A to the CCRPC at the actual billable rates by position, as of July 1, 2016, listed below. Work performed will be paid at an hourly rate basis. Documented approved direct costs will be reimbursed by the CCRPC up to the budgeted amount. The Sub-grantee will invoice the CCRPC not more frequently than quarterly. The Sub-grantee will not be paid for any deliverables that were not previously approved by the CCRPC.
2. If the documented work as provided by the Sub-grantee, has not been completed to the satisfaction of the CCRPC, as determined by the project manager, the CCRPC reserves the right to withhold payment until the work has been satisfactorily completed. Overdue balances resulting from non-payment of unsatisfactory work will not be subject to interest or finance charges. The CCRPC shall not be responsible for the expenses of the Sub-grantee.
3. The CCRPC will measure sufficient progress by examining the performance required under the scope of work in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The CCRPC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
4. The Sub-grantee agrees to a 10% retainage of the entire agreement amount subject to review, approval and acceptance of the grantee's final quarterly report by CCRPC and the State.

#### Rate Schedule for anticipated RPC staff to work on Scope of Work:

# of staff	Position	Unit	Unit Price*
1	Executive Director	Hour	\$79.13
1	Program Manager	Hour	\$54.64
1	Senior Planners	Hour	\$62.30
2	Planners	Hour	\$41.05-44.76
2	Assistant Planners	Hour	\$32.84-38.56
	Planning Technician (Intern)	Hour	\$

\*As of July 1, 2016. Rates may change during the course of the agreement. Unit Price includes salary, benefits, and indirect.

Risk-Based Assessment:

Risk Level: Low

<b>Risk Level</b>	<b>Monitoring Requirements</b>
Low	- Quarterly performance report and invoice required.
Moderate	- Grantee is required to submit biannual progress report. Progress report must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.
High	- Grantee is required to submit quarterly progress reports (see above). - Grantee must document a course of corrective actions in order to maintain future eligibility for Vermont DEC funds. Grantees have a period of three years to complete corrective actions. If after three years no corrective actions have been taken, VDEC will no longer provide funds to the organization.

- These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
- If you are required to have an A-133 audit, you are to report to CCRPC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

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The Sub-grantee shall:

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

Other Provisions

Up to 90 days of pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in Attachment A.

Address All completed forms should be submitted to:

Name: Forest Cohen  
Agency: Chittenden County Regional Planning Commission  
Address: 110 West Canal St. Ste 202, Winooski, VT 05404

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of grant funds, and upon reimbursement to CCRPC by DEC.



Vermont Department of Environmental Conservation

Agency of Natural Resources

## Form 430 Request for Funds

*Form must be filled out entirely before payment is released*

**Grantee Name:** Central Vermont Regional Planning Commission

**Grant #:** 2017-TBP-001      **Purchase Order #:**      **Payment#:**      **Amount Requested:**

### Performance Measures and Deliverables:

Budget Category		Budget Amount	Amount Requested This Period	Total Invoiced to Date (including this request)	Remaining Amount
			(Date Range of Request)		
1	Grantee Personnel Costs	\$33,500			
2	Grantee Direct Costs – Mileage & Meetings	\$300			
	<b>Total</b>	<b>\$33,800</b>			

### Approvals for Payment

**Signed by:**

Sub-grantee: \_\_\_\_\_ Date: \_\_\_\_\_

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

*By signing this invoice, I certify to the best of my knowledge and belief that the invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this grant. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

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

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

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

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

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

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

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file

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

The Party shall indemnify the State and its officers and employees 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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed

Operations Personal Injury

Liability Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than

\$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons



or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

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

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

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

## **12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. 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.

**B. Internal Controls:** In the case that this Agreement is a Grant 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).

**C. Mandatory Disclosures:** In the case that this Agreement is a Grant 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.

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

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

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

**16. Taxes Due to the State:**

- A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B.** Party certifies under the pains and penalties of perjury that, as of the date 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.

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

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date 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.

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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

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

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

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

**23. 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.

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

of interest.

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

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

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

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

**30. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

(End of Standard Provisions)

## **Attachment D**

### **Other Grant Agreement Provisions**

**1. References Cited:** Below is a list of references cited in Attachment A:

*Vermont Clean Water Act, Act 64*, available at:

<http://legislature.vermont.gov/assets/Documents/2016/Docs/ACTS/ACT064/ACT064%20As%20Enacted.pdf>

*Vermont State Statute 10 VSA 1253*, available at:

<http://legislature.vermont.gov/statutes/section/10/047/01253>

*DEC Flood Hazard Area and River Corridor Protection Procedures*, available at:

[http://www.watershedmanagement.vt.gov/rivers/docs/FHARCP\\_12.5.14.pdf](http://www.watershedmanagement.vt.gov/rivers/docs/FHARCP_12.5.14.pdf)

**Department of Environmental Conservation  
Request for Approval to Subgrant/Subcontract**

Date of Request:	9/26/2016
Original Grantee/Contractor:	Chittenden County Regional Planning Commission
Address:	110 West Canal Street, Suite 202 Winooski, VT 05404
Phone Number:	802-846-4490
Agreement #:	2017-TBP-001

Subcontractor Name:	<b>Central Vermont Regional Planning Commission</b>
Address:	29 Main Street, Suite 4, Montpelier, VT 05602
Phone Number:	802-229-0389
Contact Person:	Dan Currier
Scope of Services:	See attached Attachment A
Maximum Amount::	\$ 33,800

<b>Original Grantee/Contractor Signature:</b>	
By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 24).	

DEC Financial Operations Office Review

**Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***On the reverse side of this form there is guidance about language that must be included by the contractor in subcontracting agreements.***

***Per Attachment C, subcontractors must include standard language from Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont***

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").





## MEMO

Date: September 27, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: CVRPC TPI FFY16 Adjusted Work Program and Budget

### Request

*Staff requests Executive Committee approval of an amendment to CVRPC's FFY 16 Transportation Planning Initiative work program and budget. The agreement total remains unchanged at \$219,767.*

In mid-September, CVRPC determined it was at risk for underutilizing its FFY 16 Transportation Planning Initiative (TPI) funds due to the Senior Planner's leave of absence. Staff explored options, and recommends an amendment to serve the Commission's long-term needs. The amendment includes:

- Task 1, Program Administration: modified to add supplies and equipment. These items assist CVRPC to increase field work that prepares municipalities for VT Clean Water Act requirements.
- Task 2, Public Participation, and Coordination: deletes organizing a Knapp Airport Committee. This task would have been completed by the Senior Planner.
- Task 4, Short Range Planning: adds completion of a ridecheck survey by Green Mountain Transit. CVRPC has funded this activity in previous years. Also, increased staff time will support additional culvert and road erosion inventory work.

The overall effect of the amendment to individual tasks is demonstrated below.

Task	Task Description	Approved	Amended	Difference	% Change
Task 1	Administration	\$38,369	\$50,288	\$11,919	31.06%
Task 2	Public Participation and Coordination	\$43,118	\$42,707	(\$411)	-0.95%
Task 3	Long Range Transportation Planning	\$36,588	\$15,385	(\$21,203)	-57.95%
Task 4	Short Range Transportation Planning	\$88,288	\$102,768	\$14,480	16.40%
Task 5	Project Development Planning	\$13,403	\$8,619	(\$4,784)	-35.69%
<b>TOTAL</b>		<b>\$219,767</b>	<b>\$219,767</b>	<b>\$0</b>	

The amended work program and budget would shift the unclaimed fund balance from \$40,000 to ~\$3,000-5,000. It would less negatively affect CVRPC's FY17 finances, and it is expected to positively affect the balance of CVRPC TPI funds for contractor studies through FY18.

The Transportation Advisory Committee has recommended approval of the amendment.

### Background

In mid-September, CVRPC determined it was at risk for underutilizing its FFY 16 Transportation Planning Initiative (TPI) funds due to the Senior Planner's leave of absence. Two options were available to address this issue:

- a) Inform the Agency of Transportation that CVRPC would be declaring a "surplus." CVRPC would expend funds using its currently approved work program and budget. VTrans returns unclaimed funds to the Federal Highway Administration as they cannot be used for other State purposes or by other regional planning commissions.
- b) Examine opportunities for changes to the current work program and budget.

Staff spoke with the VTrans Planning Coordinator about the anticipated surplus. His recommendation was to modify the work program and budget to the extent possible. Staff examined current workload and determined what tasks could be shifted between September and October without negatively affecting other work programs. Staff determined:

- Field work for culvert and road erosion inventories could be increased by moving October work into September.
- Two years worth of equipment purchases, which were to be spread over three years for budget stabilization purposes, could be moved forward.

Staff also explored studies or services that might be contracted and completed in a 3-week period. Staff determined that Green Mountain Transit could provide ridecheck data for Central Vermont. CVRPC funded this activity in previous years. No other possibilities emerged given the short window of opportunity.

# **CVRPC FFY 16 TRANSPORTATION PLANNING INITIATIVE WORK PROGRAM**

Approved by CVRPC TAC \_\_\_\_\_, CVRPC Executive Committee \_\_\_\_\_

## **EXHIBIT 1 (Modifications in Bold)**

### Overall Goals

The regional transportation planning program is intended to achieve the following goals:

1. To improve linkages between transportation planning and planning for land use, economic development, and natural resources at the regional and local levels;
2. To provide for increased participation by municipalities and members of the public, in making transportation decisions; and
3. To facilitate implementation of transportation projects through greater understanding of transportation issues and opportunities.
4. To improve and streamline the linkage between the transportation planning process and GIS resources.

### TASK 1. PROGRAM ADMINISTRATION

CVRPC will be responsible for the management of financial, reporting, and auditing requirements related to this program. Staff is experienced in the administration of Federal, State, and local contracts and is familiar with Federal and State financial and audit procedures. Local officials, Commission representatives, and members of the general public will have access to information regarding the administration of this planning initiative.

1. maintain and supervise staff and consultant services necessary to undertake the work program.
2. prepare and update policies and procedures to maintain compliance with state and federal laws, procedures, and requirements, including updating internal controls to monitor the work program.
3. work cooperatively with VTRANS in an evaluation of the overall program to define strengths and deficiencies in meeting the objectives as defined in the VTRANS/CVRPC agreement for services.
4. prepare FY 17 (October 1, 2016 - September 30, 2017) work program.

5. prepare monthly reports on work program activities and financial accounting;
6. manage financial reporting to meet Federal and VTRANS requirements;
7. prepare a fourth quarter financial plan by July 1, 2016.
8. purchase supplies (**signs and cones for traffic counting, metal detector, range finder, walkie talkies, other small items for field work**), equipment (GIS **and transportation** computer, **field and transportation planner tablets** ~~tablet~~, booster antennae, field laptop, high quality GPS unit, **two traffic counters, digital camera**), and software necessary to complete the work program; repair and maintain equipment as necessary. **These purchases will assist CVRPC to ramp up its field program to meet municipal needs in response to the Clean Water Act.**
9. Annual TPI Performance Report

## TASK 2. PUBLIC PARTICIPATION AND COORDINATION

1. through written communication and meetings coordinate ongoing transportation planning activities with adjacent regional commissions (Addison, Chittenden, Lamoille, Northeastern Vermont, and Two Rivers-Ottawaquechee), public transit providers, economic development agencies, human service providers & advocates, and VTRANS.
2. engage regional and statewide partners, other RPCs, and municipalities in a Housing + Transportation Affordability outreach program workgroup.
3. provide local officials and members of the public, with information through newsletters and other materials to better understand the planning process, evaluation of needs, and development of transportation solutions.
4. hold monthly meetings with the Central Vermont Regional Transportation Advisory Committee.
5. through written communication and meetings to solicit public participation in the identification of transportation problems and solutions.
6. participate in the update and implementation of current VTRANS Plans by facilitating public input through forums and other public meetings as appropriate.
7. plan and facilitate road foreman roundtables.
8. participate in the annual statewide hearing for the State Transportation Improvement Program.

9. work with town zoning, sub-division, and site plan review regulations to help incorporate access management principals and techniques.
10. educate municipalities on the reasons and benefits of adopting the latest codes and standards.
11. coordinate TAC involvement in the Statewide modal and policy plans, and others.
12. conduct public outreach and participation for the Regional Transportation Plan update.
13. participate in Emergency Management training and activities.
14. monitor current transportation projects by reviewing the five year VTRANS Capital Program and Project Development Plan, and the STIP.
15. to undertake necessary training to address work program responsibilities, including federal financial training.
16. participate and coordinate VTrans Way to Go! Initiatives.
17. educate the region on the Vermont State Highway Safety Program.
- ~~18. coordinate the region's participation in the VTrans Aviation Program.~~
- ~~19. organize a Knapp Airport Committee.~~

### TASK 3. LONG RANGE TRANSPORTATION PLANNING

1. maintain, distribute, and verify through local officials and business/community leaders future land use, demographic, and transportation network characteristic. Including Housing Transportation Costs.
2. continue updating the Region Transportation Plan.
3. participate in the Statewide Long Range Transportation Plan update, and other State modal planning.
4. Inventory & Evaluation of On-Road Bicycle Facilities along State Highways.
5. participate in Transportation System Resiliency Planning.

#### TASK 4. SHORT RANGE TRANSPORTATION PLANNING

1. review and provide recommendations on transportation elements of town plans.
2. assist communities participating in the planning aspects of Transportation Alternatives, Byway, Bicycle/Pedestrian, Strong Communities/Better Connections, discretionary, Cross Vermont Trail Association, Mad River Path Association initiatives, and other grant Programs.
3. review transportation issues of ACT 250 proposals and traffic impacts of local development proposals.
4. conduct traffic monitoring by maintaining current data for major roads, problem areas, and to respond to local requests.
5. conduct bicycle and pedestrian counts.
6. conduct park and ride counts.
7. collect town highway major collector HPMS data.
8. conduct municipal complete streets implementation inventories.
9. conduct town highway bridge and culvert inventories.
10. provide technical assistance for the Vermont On-Line Bridge and Culvert Inventory Tool.
11. participate in public transit planning, **including a Central Vermont ridecheck survey to be completed by Green Mountain Transit.**
12. monitor changes of transit systems in the region and update transit mapping.
13. support enhancement of the Elderly & Disabled Transportation Program.
14. work with GMT and human service providers to improve planning & coordination of services.
15. participate in the update of the GMT Transit Development Plan.
16. participate and coordinate efforts with VTRANS, GMT, and communities to develop travel demand management measures (including Go Vermont, Montpelier Multi-modal Center).
17. support Safe Routes to School planning.

18. participate in an assessment of bicycle & pedestrian infrastructure in the vicinity of schools participating in the Safe Routes to School Program.
19. conduct outreach to schools.
20. participate in the Systemic Local Road Safety Program.
21. participate in Road Safety Audit Reviews.
22. support municipal road stormwater management plans.
23. support municipal transportation capital improvement plans.
24. assist towns in developing a road surface management system, sign, ditch inventories and other transportation related databases.

#### TASK 5 - PROJECT DEVELOPMENT PLANNING

1. identify local issues that relate to scoping analysis.
2. facilitate public participation during scoping analysis and the project development process, and participate in public meetings.
3. assist communities with managing Local Transportation Facilities Projects.
4. prioritize VTrans Projects, and check conformance with Regional Plan.
5. prioritize District paving.
6. provide outreach and coordination for accelerated & high impact projects.
7. provide outreach and coordination for road diet projects.

**Exhibit 2 - Budget Detail by Task Category**

Task	Task Description	Agreement Amount
Task 1	Administration	\$50,288
Task 2	Public Participation and Coordination	\$42,707
Task 3	Long Range Transportation Planning	\$15,385
Task 4	Short Range Transportation Planning	\$102,768
Task 5	Project Development Planning	\$8,619
Total		\$219,767

**Exhibit 3 - Budget Detail by Expense Category**

RPC Staff Position and Rate SFY16	Total Hours	Total Cost
Executive Director \$37.02	288	\$10,662
Sr. Transportation Planner \$28.24	1,259	\$35,547
GIS Manager \$28.93	370	\$10,704
GIS Planner \$19.64	430	\$8,445
Asst. Planner \$18.63	0	\$5
Asst. Planner \$15.87	150	\$2,381
Off./Grants Manager \$29.32	23	\$660
Fin/Off Manager \$30.05	42	\$1,262
Emergency Planner \$19.94	2	\$40
Senior Planner \$20.19	15	\$303
Intern \$13.00	290	\$3,770
Total	2,869	\$73,778

Indirect Costs		
Staff Position & Indirect Rate at 137.31% of SFY16 hourly rate	Total Hours	Total Cost
Executive Director \$50.83	288	\$14,640
Sr. Transportation Planner \$38.78	1,259	\$48,810
GIS Manager \$39.72	370	\$14,698
GIS Planner \$26.97	430	\$11,596
Asst. Planner \$25.58	0	\$6
Asst. Planner \$21.79	150	\$3,269
Off./Grants Manager \$40.26	23	\$906
Fin/Off Manager \$41.26	42	\$1,733
Emergency Planner \$27.38	2	\$55
Senior Planner \$27.72	15	\$416
Intern \$17.85	290	\$5,177
Total	2,869	\$101,304

Direct Costs	Total Cost
Contractual	\$10,285
Travel	\$4,000
Supplies & Equipment	\$30,000
Meeting Expenses	\$400
Data & References	\$0
Postage	\$0
Copy & Print	\$0
Advertising	\$0
Total	\$44,685

Fund Allocation			
Task	Task Description	CVRPC Share	VTrans Share
Task 1	Administration	\$5,029	\$45,259
Task 2	Public Participation and Coordination	\$4,271	\$38,436
Task 3	Long Range Transportation Planning	\$1,538	\$13,846
Task 4	Short Range Transportation Planning	\$10,277	\$92,492
Task 5	Project Development Planning	\$862	\$7,757
Subtotal by Share		\$21,977	\$197,790
Agreement Total		\$219,767	

**Notes:**

CVRPC share comes from regional planning funds allocated through the Vermont Agency of Commerce and Community Development and local funds provided by CVRPC's member municipalities

VTrans share comes from federal transportation funds provided by the U.S. Department of Transportation Federal Highway Administration and state transportation funds appropriated by the Vermont Legislature



Exhibit 4 - Time-Task-Cost Summary

A. Personnel (Hours)<sup>1</sup>

Task #	Task Description		Senior Planner I	Program Mngr	Planner I					Planner II		Planning Tech	Total Hours Total Hours 216 632 221 1,675 126 2,869
		Exec. Dir.	Sr Trans. Planner	GIS Manager	GIS Planner	Asst. Planner I	Asst. Planner II	Off/Grants Mgr	Fin/Off Mgr	Emerg Planner	Senior Planner II	Intern	
1	Administration	58	74	20	0	0	0	23	40	1	0		
2	Public Participation & Coordination	85	484	5	25	0	30	0	2	0	0	0	
3	Long Range Transportation Planning	50	126	20	10	0	0	0	0	1	15	0	
4	Short Range Transportation Planning	85	460	325	395	0	120	0	0	0	0	290	
5	Project Development Planning	10	116	0	0	0	0	0	0	0	0	0	
Total		288	1,259	370	430	0	150	23	42	2	15	290	2,869

B. Direct Costs (\$)²

Task #	Task Description	Contract²	Travel	Supplies/ Equipment	Meeting Expenses	Data/Ref	Postage	Copy/Print	Advertising	Total
1	Administration		\$4,000	\$30,000	\$400					\$34,400
2	Public Participation & Coordination									\$0
3	Long Range Transportation Planning									\$0
4	Short Range Transportation Planning	\$10,285								\$10,285
5	Project Development Planning									\$0
Total		\$10,285	\$4,000	\$30,000	\$400	\$0	\$0	\$0	\$0	\$44,685

C. Cost Proposal Summary (\$)

Task #	Task Description		Senior Planner I <sup>1</sup>	Program Mngr <sup>1</sup>	Planner I <sup>1</sup>					Planner II <sup>1</sup>		Planning Tech <sup>1</sup>				
		Exec. Dir.	Sr Trans. Planner	GIS Manager	GIS Planner	Asst. Planner I	Asst. Planner II	Off/Grants Mgr	Fin/Off Mgr	Emerg Planner	Senior Planner II	Intern	Total Personnel	Indirect	Direct	Total Costs
	Hourly Rate	\$37.02	\$28.24	\$28.93	\$19.64	\$18.63	\$15.87	\$29.32	\$30.05	\$19.94	\$20.19	\$13.00				
1	Administration	\$2,147	\$2,083	\$579	\$0	\$0	\$0	\$660	\$1,202	\$25	\$0	\$0	\$6,695	\$9,193	\$34,400	\$50,288
2	Public Participation & Coordination	\$3,147	\$13,668	\$145	\$491	\$5	\$476	\$0	\$60	\$5	\$0	\$0	\$17,996	\$24,711	\$0	\$42,707
3	Long Range Transportation Planning	\$1,851	\$3,544	\$579	\$196	\$0	\$0	\$0	\$0	\$10	\$303	\$0	\$6,483	\$8,902	\$0	\$15,385
4	Short Range Transportation Planning	\$3,147	\$12,990	\$9,402	\$7,758	\$0	\$1,904	\$0	\$0	\$0	\$0	\$3,770	\$38,972	\$53,512	\$10,285	\$102,768
5	Project Development Planning	\$370	\$3,262	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,632	\$4,987	\$0	\$8,619
	Total	\$10,662	\$35,547	\$10,704	\$8,445	\$5	\$2,381	\$660	\$1,262	\$40	\$303	\$3,770	\$73,778	\$101,304	\$44,685	\$219,767

Agreement Total    \$219,767

Indirect Rate of 137.31% <sup>3</sup>													Total Employee Indirect			
Indirect per employee		\$14,640	\$48,810	\$14,698	\$11,596	\$6	\$3,269	\$906	\$1,733	\$55	\$416	\$5,177	\$101,304			

Notes

<sup>1</sup> Some CVRPC job titles changed on July 1, 2016. New job titles are shown above the current titles. Numbers such as I or II are used to differentiate individuals.with the same job title.

<sup>2</sup> Contract: Green Mountain Transit Central Vermont ridecheck survey

Travel: Mileage, transportation, parking, rooms

Supplies: Office, traffic counting and road erosion inventory supplies, mapping supplies used for transportation planning

Equipment: Counting and inventory equipment, computers and tablets used for transportation planning

Meetings: Meeting room space, other associated costs, meals, conference / workshop fees

Data / Ref: Reference materials, portion of cost of new orthophotography

Postage: Large packages, special mailings

Copies / Printing: Reproduction costs, including photocopies (\$0.05 b&w; \$1.0 color) and outside print/copy services

Advertising: Advertising, legal notices

<sup>3</sup> CVRPC's approved indirect rate will be 106.9% as of July 1, 2016. For budgeting purposes, the rate applying to the majority of the contract was used.



## MEMO

Date: September 27, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Steve Gladczuk Leave of Absence

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### Request

*Staff requests Executive Committee approval for a 12-week Leave of Absence for Steve Gladczuk for September 3 – November 25, 2016. The request includes a request for an exception to CVRPC's Personnel Policy Manual, adopted September 6, 2016, to maintain all benefits currently received, and under the current cost arrangement, during the leave period.*

Staff requests the exception because of unique circumstances unlikely to occur again in the future. Mr. Gladczuk was already on medical leave at the time the new policy was adopted, and CVRPC thought he qualified for Family and Medical Leave Act leave at the time the leave was granted. The benefits include vacation and sick leave credits, group life insurance, short- and long-term disability insurance, and retirement.

### Background

Steve Gladczuk experienced a medical issue in late July that resulted in use of sick leave. Several weeks prior, Mr. Gladczuk had disclosed several medical issues to the Executive Director. In addition, CVRPC had observed, and several outside parties had expressed, a notable decline in work performance, as well as physical appearance. After the medical event, CVRPC requested documentation from his health care provider indicating fitness for duty and ability to return to work. The certification was provided.

On September 2, 2016, Mr. Gladczuk requested medical leave, and subsequently to work part-time temporarily. On September 14, CVRPC denied the request because attendance would be based entirely on whether he was feeling well enough to report to, and stay, at work. The requested work schedule would have caused too great of a hardship and disruption for CVRPC.

CVRPC had previously discussed an FMLA leave of absence with Mr. Gladczuk, and recently discovered that he is ineligible for FMLA because he is not employed at a worksite where 50 or more employees are employed within 75 miles of that worksite, a necessary criterion for FMLA eligibility. Because CVRPC had previously agreed to the leave of absence when it thought it was required to do so by law, CVRPC agreed to provide a non-FMLA leave of absence for the same period. Mr. Gladczuk will be using accrued sick leave, compensatory time, and vacation during the leave, and taking ~4.5 days of unpaid leave.

CVRPC adopted a new Personnel Policy Manual on September 6. Pertinent sections of the Manual are enclosed. In brief, it:

- requires Executive Director approval of vacation leave greater than two weeks consecutively,
- states that a physician's statement may be required for extended or frequent illness, if requested by the Executive Director, and
- requires approval of a full leave of absence by the Executive Director and Executive Committee.

CVRPC has requested updated documentation from Mr. Gladczuk's medical provider.

Under the new policy, benefits paid by CVRPC cease to accrue while an employee is on unpaid leave. Employees may continue health and dental insurance coverage through CVRPC while on unpaid leave of absence; however, the employee must pay CVRPC for the full insurance premium on the first of each month.

**Staff recommends the leave request be granted and benefits be maintained by CVRPC during the leave period.**

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Note: Discussion related to this leave request does not qualify for Executive Session unless it involves discussion of:

- confidential attorney-client communications made for the purpose of providing professional legal services to CVRPC;
- the appointment or employment or evaluation of a public officer or employee, provided that the final decision is made in an open meeting and the reasons for it are expressed in an open meeting
- any information considered confidential under state or federal laws, such as medical information. Medical information is considered confidential, except for parties that need to know. However, this is not expressly stated in 1. V.S.A. §313.

Unused holidays are not paid upon termination.

## 4.2 Vacation Leave

CVRPC believes that paid vacation leave is important to employee well-being and productivity. Employees in certain job categories are entitled to vacation benefits.

The amount of vacation leave to which employees are entitled is based on the length of service schedule shown below. Employees are encouraged to take their earned vacation. Employees who have reached the maximum accumulation amount will cease to earn more vacation leave until the balance has been reduced below the maximum.

Years of Service	Vacation Earned	Maximum Accumulation
0 to 3 years	10 days/year	20 days
3+ to 8 years	15 days/year	25 days
8+ years	20 days/year	35 days

Regular part-time employees who work 20 hours per week or more are entitled to a pro-rated share of vacation based on their regular work schedules.

Vacation time is earned monthly, starting from the date the employee commences work. Vacation time may not be taken prior to being earned. Vacation leave ceases to accrue during unpaid leaves of absence.

Requests for less than a week of vacation leave should be submitted in writing to the Executive Director for approval at least one week in advance; requests for a week or more vacation leave should be submitted in writing to the Executive Director a month in advance, if possible. Permission will be granted or denied based on factors including the current and anticipated workload and staffing requirements; however, every effort will be made to accommodate employee requests.

The maximum amount of vacation that may be taken consecutively is two weeks. If there is a need to take more than two weeks consecutively, special permission may be requested from the Executive Director. Observed holidays are not counted as vacation leave. If an observed holiday falls within the vacation period, the vacation may be extended one day.

An employee who leaves employment with CVRPC will be paid for accrued but unused vacation time, up to the maximum accumulation amount.

## 4.3 Sick Leave

Paid sick leave may be used for illness or medical/dental appointments for the employee or an immediate family member, and for illness or death of the employee's spouse, domestic partner, children, parents and siblings.

Employees shall accrue sick leave based on the schedule below. Employees who have reached the maximum accumulation amount will cease to earn more sick leave until the balance has been reduced below the maximum.

Employee Category	Sick Leave Accrued	Maximum Accumulation
Regular Full Time (40 hrs/week)	1 day (8 hours)/month	45 days

Regular part-time employees who work 20 hours or more per week are entitled to accrue and accumulate prorated sick leave based on their regular work schedule.

Sick leave ceases to accrue during unpaid leaves of absence. Accrued sick leave may not be transferred to another employee.

A physician's statement may be required for extended or frequent illness, if requested by the Executive Director. Should the length of leave exceed accrued sick leave, accrued paid vacation leave may be used. If an absence exceeds available paid leave, the employee may request, but is not entitled to, an unpaid leave of absence. The employee may also be eligible for disability insurance coverage. In extenuating circumstances, the Executive Committee may allow additional sick leave.

There is no payment to the employee for accrued sick leave when an employee ceases employment with CVRPC.

#### **4.4 Parental, Family and Medical Leave**

The purpose of parental and family leave is to provide job-protected leave in specific parental and medical situations. CVRPC is subject to the federal Family and Medical Leave Act. Coverage under Vermont's Parental and Family Leave Law depends on the number of eligible employees. CVRPC is currently subject to the parental leave requirements of this law. When both laws apply, CVRPC provides the more generous benefit. The parental, family and medical leaves described in this policy are intended to comply with these laws as they currently apply to CVRPC.

An employee who has continuously worked for CVRPC for at least 12 months, and has worked 1250 hours or an average of 24 hours/week during the past year, shall be entitled to take unpaid leave under the following circumstances.

1. Parental leave: An employee may take up to 12 weeks of unpaid leave during any 12 month period during the employee's pregnancy, following the birth of an employee's child, or within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption or foster care.
2. Family or medical leave: An employee may take up to 12 weeks of unpaid leave during any 12 month period for the serious health condition of the employee or the employee's child, stepchild or ward of the employee who lives with the employee, foster child, parent, spouse/civil union/domestic partner or parent of the employee's spouse/civil union/domestic partner.

The employee may substitute accrued paid leave (vacation and/or sick leave) for unpaid family/medical or parental leave. Use of accrued paid leave does not extend the parental or family/medical leave.

If the parental or family/medical leave is foreseeable, the employee must give reasonable notice to the Executive Director of the intent to take leave. This allows CVRPC to make arrangements for staff replacements. Notice shall include the date the leave is expected to commence and the estimated duration of the leave. If the leave is not foreseeable, the employee must still give notice as soon as he or she is aware of the need to take it. If the requested leave is due to a serious health condition of the employee or family member, CVRPC may require the employee to provide medical certification to support the leave request.

In the case of leave taken for a medical emergency, the employee may also be required to provide medical information during the leave, along with periodic updates on the employee's status and intent to return to work. An employee may return from leave earlier than estimated upon Executive Director's approval.

Employees taking unpaid family/medical or parental leave continue to accrue vacation, sick time, seniority and other benefits while on leave. An employee shall be entitled to maintain group health and other insurance coverage during the leave, under the same terms as when not on leave. CVRPC will continue to pay its portion of the insurance premium during the leave; employees taking parental, family/medical leave are responsible for continuing to pay their portion of the insurance premium contributions, if any. Note that if an employee fails to pay his or her portion of the premium for more than 30 days, the coverage may lapse. Employees taking medical leave for their own injury or illness may be eligible for disability insurance benefits.

Upon return from parental or family/medical leave, an employee shall be offered the same or comparable job at the same level of compensation, and employment benefits existing on the day the leave began. This shall not apply if, prior to requesting leave, the employee had been given notice or had given notice that the employment would terminate. This shall also not apply if CVRPC can demonstrate by clear and convincing evidence that:

1. During the period of leave, the employee's job would have been terminated or the employee laid off for reasons unrelated to the leave or the condition for which the leave was granted; or
2. The employee performed unique services (i.e., is a "key employee") and hiring a permanent replacement during the leave, after giving reasonable notice to the employee of intent to do so, was the only alternative available to CVRPC to prevent substantial and grievous economic injury to CVRPC's operation.

Employees not eligible for parental or family/medical leave may request, but are not entitled to, a regular leave of absence. See Section 4.6, Partial and Full Leave of Absence, for more information.

## **4.5 Partial and Full Leave of Absence**

### **Partial Leave of Absence**

If a regular, full-time employee is temporarily unable to work full-time, but is able to work part-time, s/he may submit a written request for a partial leave of absence. Approval of a partial leave of absence is arranged through, and requires the written approval of, the Executive Director. The time period for a partial leave of absence may not exceed six months. Pay, vacation, sick leave, insurance and other benefits for an employee on partial leave of absence will accrue consistent with the part-time status. If the employee on partial leave of absence works less than 20 hours per week, averaged over the month, s/he may continue health insurance coverage through CVRPC by paying CVRPC for the full insurance premium on the first of each month.

Documentation of the request and approval of a partial leave of absence shall be placed in the employee's personnel file. If the reason for the partial leave of absence is medical, the employee may also be eligible for disability insurance coverage.

If the employee has not arranged to return to full-time status after the partial leave of absence has expired, the Executive Committee must approve whether CVRPC's organizational needs are best met by converting the position to regular part-time, job sharing, eliminating the position or

dismissing the employee and hiring a full-time employee. Documentation of this decision will be placed in the employee's personnel file.

#### Full Leave of Absence

A leave of absence, without pay, may be granted for a definite time period, not to exceed six months, to meet the personal or special needs of full- and part-time employees. Approval of leave will be arranged through the Executive Director and requires the approval of the Executive Committee. While on unpaid leave, vacation and sick leave credits cease to accrue, as do group life insurance, disability insurance, and any other benefits paid by CVRPC. The employee may continue health and dental insurance coverage through CVRPC while on unpaid leave of absence; however, the employee must pay CVRPC for the full insurance premium on the first of each month. Documentation of the request for and approval of a full leave of absence shall be placed in the employee's personnel file. If the employee has not arranged to return after the leave of absence has expired, the position will not be held open and documentation shall be placed in the employee's personnel file.

#### **4.6 Military Leave**

CVRPC grants unpaid leave for uniformed service in accordance with applicable federal and state law, and provides certain benefits to these employees.

The Uniformed Services Employment and Reemployment Rights Act (USERRA) provides employees who are called up to perform military service with reemployment rights. USERRA includes provisions for maintaining health insurance and job reinstatement.

Vermont law (21 V.S.A. §§ 491-493) provides job reinstatement and benefit protection for reserve training and military duty.

A regular employee requiring time off for uniformed service shall immediately notify the Executive Director. If an employee is unable to provide notice prior to leaving for uniformed service, then a family member should notify the Executive Director as soon as possible. Documentation of required military service and authorized military leave shall be placed in the employee's personnel file.

With the approval of the Executive Director, employees who are required to take a two-week military tour of duty have the option of taking their tour of duty as a regular paid vacation or taking their tour of duty without pay as an unpaid leave of absence and scheduling their regular earned vacation at another time.

#### **4.7 Jury Duty**

CVRPC recognizes that serving as a juror is a civic duty, and will provide paid leave for jury duty under the following procedures:

1. Upon receipt, the employee shall present the subpoena or other document that gives instructions to report for jury empanelment. A copy shall be retained for the personnel file.
2. Upon selection for jury duty, the employee shall notify the Executive Director or designee in writing.
3. The employee shall report for jury duty as instructed by the court. If the employee is released from jury service during normal working hours, the employee shall be required to be at work when practical.

## **CVRPC TOWN DUES ASSESSMENT HISTORY**

<b>YEAR</b>	<b>PER CAPITA</b>	<b>POP. YEAR</b>	<b>Source</b>	<b>Population</b>	<b>AMOUNT</b>
FY 1980	0.35	1970			\$16,124
FY 1981	0.45	1975			20,244
FY 1982	0.45	1980			22,100
FY 1983	0.50	1980			25,927
FY 1984	0.50	1980			25,927
FY 1985	0.50	1980			25,927
FY 1986	0.50	1980			25,927
FY 1987	0.55	1980			27,502
FY 1988	0.55	1985			27,502
FY 1989	0.55	1985			27,502
FY 1990	0.65	1985			37,653
FY 1991	0.65	1985			37,653
FY 1992	0.65	1987			37,795
FY 1993	0.65	1987			37,795
FY 1994	0.65	1990			38,752
FY 1995	0.70	1990			41,733
FY 1996	0.75	1990			44,714
FY 1997	0.75	1990			44,714
FY 1998	0.75	1990			44,714
FY 1999	0.75	1990			44,714
FY 2000	0.85	1996			52,474
FY 2001	0.85	2000			53,785
Fy 2002	0.85	2000			53,785
FY 2003	0.85	2000			53,785
FY 2004	0.85	2000			53,785
FY 2005	0.85	2000			53,785
FY 2006	0.85	2000			53,785
FY 2007	0.95	2000			60,112
FY 2008	0.95	2000			60,112
FY 2009	0.95	2005	estimates		61,929
FY 2010	0.95	2005	estimates		61,929
FY 2011	1.05	2005	estimates		68,447
FY 2012	1.05	2005	estimates		68,447
FY 2013	1.05	2010	Census		68,286
FY 2014	1.05	2010	Census		68,286
FY 2015	1.10	2010	Census	65,034	71,537
FY 2016	1.10	2010	Census	65,034	71,537
FY 2017	1.10	2010	Census	65,034	71,537
FY 2018	1.10	2010	Census	65,034	71,537

Recommended



## Central Vermont Regional Planning Commission

### Dues by Town

Town	2010 Census	FY 2017 \$1.10	% of Total
Barre City	9,052	\$ 9,957.20	13.9%
Barre Town	7,924	\$ 8,716.40	12.2%
Berlin	2,887	\$ 3,175.70	4.4%
Cabot	1,433	\$ 1,576.30	2.2%
Calais	1,607	\$ 1,767.70	2.5%
Duxbury	1,337	\$ 1,470.70	2.1%
East Montpelier	2,576	\$ 2,833.60	4.0%
Fayston	1,353	\$ 1,488.30	2.1%
Marshfield	1,588	\$ 1,746.80	2.4%
Middlesex	1,731	\$ 1,904.10	2.7%
Montpelier	7,855	\$ 8,640.50	12.1%
Moretown	1,658	\$ 1,823.80	2.5%
Northfield	6,207	\$ 6,827.70	9.5%
Plainfield	1,243	\$ 1,367.30	1.9%
Roxbury	691	\$ 760.10	1.1%
Waitsfield	1,719	\$ 1,890.90	2.6%
Warren	1,705	\$ 1,875.50	2.6%
Waterbury	5,064	\$ 5,570.40	7.8%
Woodbury	906	\$ 996.60	1.4%
Worcester	998	\$ 1,097.80	1.5%
Washington	1,039	\$ 1,142.90	1.6%
Orange	1,072	\$ 1,179.20	1.6%
Williamstown	3,389	\$ 3,727.90	5.2%

**Region                      65,034    \$ 71,537.40**

#### Notes

Dues are calculated using the most recent (or estimated) Census data.

#### Recommendation

**Staff recommends no change to the per capita assessment rate for FY18.**

# Central Vermont Regional Planning Commission

## Commissioner Handbook

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## ***BOARD OF COMMISSIONERS***

***October 11, 2016 at 7:00 pm***

***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.)

### **AGENDA**

<u>Time</u>	<u>Description</u>
<b>7:00</b>	<b>Adjustments to the Agenda</b> <b>Public Comments</b>
<b>7:05</b>	<b>Meeting Minutes – September 13, 2016</b> (enclosed)*
<b>7:10</b>	<b>Staff Reports</b> (enclosed) and any updates
<b>7:15</b>	<b>Executive Director’s Report</b> (enclosed) and any updates
<b>7:25</b>	<b>Central Vermont Economic Development Corporation Report</b> , <i>Jamie Stewart</i>
<b>7:30</b>	<b>Public Hearing – Transportation Alternatives Grant Application</b> Worcester Woods stormwater mitigation project. The project addresses stormwater runoff impacts from Rt. 12 to old Rt. 12 and the North Branch of the Winooski River. CVRPC would serve as fiscal agent for the project and provide coaching to VRC regarding TA program guidelines.
<b>7:40</b>	<b>Vermont Agency of Transportation</b> , <i>Michelle Boomhower, Director of Policy, Planning and Intermodal Development, and Kevin Marshia, Highway Division Director / Chief Engineer</i> Agency challenges going forward, ongoing/evolving Agency initiatives, the FY17 budget, and regional issues of interest.
<b>8:15</b>	<b>Statewide Property Parcel Mapping Program</b> , <i>Leslie Pelch, VT Center for Geographic Information</i> A project to make consistent, up-to-date, statewide parcel data a reality in Vermont aimed at reducing state costs for parcel data research and improving efficiencies across state agencies. The Legislature enabled the program in this year’s Transportation Bill. VTrans is the coordinating partner due its need to do parcel data research for highway projects.
<b>8:45</b>	<b>Brownfields Advisory Committee Rules of Procedure</b> (enclosed)*, <i>Gail Aloisio</i> Final Rules of Procedure for the Committee
<b>9:00</b>	<b>Adjournment</b>

\* denotes anticipated action item