



**Central Vermont Regional Planning Commission**

**EXECUTIVE COMMITTEE**

**April 3, 2017**

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

<u>Page</u>	<u>AGENDA</u>
	<b>4:00 Adjustments to the Agenda</b>
	<b>4:05 Public Comment</b>
	<b>4:10 Consent Items (enclosed)*</b>
2	a) Meeting Minutes – March 6, 2017
5	b) Financial Report
11	c) Executive Director Report
	<b>4:15 Contract/Agreement Authorization (enclosed)*</b>
13	a) VT Agency of Transportation – North Cascades Trail Scoping Study
	<b>4:20 Commission Secretary</b>
	The Commission must elect a new Secretary. Tina Ruth resigned as Montpelier's representative. Discussion of Committee member interest in completing the term.
38	<b>4:25 FY17 Budget Adjustment (enclosed)*</b>
	Revised due to emergency purchase of server firewall and other events
46	<b>4:30 Personnel Policy Revisions</b>
	Briefing on proposed revision related to the Executive Director position and compensatory time
48	<b>4:45 FY18 Strategic Activities (enclosed)</b>
	Review revised strategies and discuss FY18 actions and measures
53	<b>5:05 FY18 Budget (enclosed)</b>
	Briefing on first draft. Committee review and comment.
59	<b>5:20 Commission Meeting Agenda (enclosed)*</b>
	<b>5:25 Anticipated Executive Sessions</b>
	1 V.S.A §313(1)(F), Confidential Attorney-Client Communications
	1 V.S.A §313(3), Personnel
	<b>6:00 Adjourn</b>

\*Denotes anticipated action item

**NEXT MEETING: Monday, May 1, 2017 at 4:00 p.m.**

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## Executive Committee

## DRAFT Minutes

March 6, 2017

## Present:

Called Byron Atwood  
☒ Julie Potter  
☒ Tina Ruth

☒ David Strong  
☒ Don La Haye

☒ Laura Hill-Eubanks  
☒ Larry Hebert

Staff: B. Waninger, B. MacBrien

Guest: Bonnie Batchelder

Vice Chair J. Potter called the meeting to order at 4:05 pm.

**Adjustments to the Agenda**

J. Potter suggested the audit presentation be the first agenda item. She also requested that the Nominating Committee be discussed after the Personnel Policy Committee.

**Public Comment**

None.

**FY16 Audit**

B. Batchelder stated the audit went well with a few bumps related to staff transition. She anticipates next year will be smoother. Batchelder stated the Commission had a \$38,410 net income for FY16. There were no grant findings. The indirect rate calculated was completed earlier today.

Batchelder explained the audit process. The auditor's first action is to conduct a spot check test of grants for internal control compliance. If issues are found, additional tests are completed. Next, the auditor tested federal grants more in depth. No issues were found beyond a few accounting glitches. Integration into QuickBooks would assist to address this (fewer outside spreadsheets). Integration would also increase audit efficiency.

Batchelder noted that the management letter has not been completed. It will recommend having the Finance Manager trained on accruals and grants and will recommend utilizing QuickBooks to its full capacity.

Batchelder noted that next year's audit will include early testing in June to facilitate the audit process.

**Consent Items**

*D. La Haye moved to approve the content items; T. Ruth seconded. Motion carried.*

**Contract/Agreement Authorization**

*D. Strong moved to approve the FFY17 VTrans Transportation Planning Initiative Amendment and the North Cascades Trail Project Commitment Form as presented; T. Ruth seconded. Motion carried.*

*T. Ruth moved to approve using the new contract template and to use it for previously approved contracts that have not been executed; L. Hill-Eubanks seconded. Motion carried.*

**FY2017 Mid-Year Budget Adjustment**

B. Waninger noted the adjustment still projects a balanced budget without use of reserves. One change includes not contributing to the reserve fund in FY17. Waninger summarized changes to revenues and expenses. D. Strong asked if the Line of Credit is needed. Waninger advised opening it. Even with a positive end of year balance, the weekly cash balance could be challenged as contractors begin invoicing.

*L. Hill-Eubanks moved to approve the FY2017 Budget Adjustment; T. Ruth seconded. Motion carried.*

**Personnel Policy Committee**

J. Potter explained that the committee met to review attorney and staff comments on the existing Personnel Policies. It prioritized issues and has asked the attorney for additional information. Potter noted that Tina Ruth is stepping off the Commission. The committee would like a third member. She asked if a member of the Executive Committee was interested. D. La Haye asked what the commitment would be. Potter said the committee expects to meet monthly, possibly through June, to modify the policies to meet current law and case law and address certain risk items. La Haye asked that the full Commission be asked for a volunteer. If no Commissioner steps forward, he will participate.

**Nominating Committee**

Potter noted it was time for the Commission to appoint a Nominating Committee. Traditionally, an Executive Committee member participates. D. Strong agreed to Chair the Nominating Committee. Committee members discussed potential candidates.

**Policies**

CVRPC received a Community Development Block Grant. The program requires adoption of certain policies. Previous staff indicated the policies had been adopted; however current staff cannot locate the policies in digital or written form. Policy adoption is required before CVRPC can invoice. Waninger briefly reviewed the policies.

*T. Ruth moved to adopt the Fair Housing, Use of Excessive Force, Use of VCDP Funds for Federal Lobbying, Code of Ethics for Administration of Vermont Community Development Program, and Subrecipient Oversight Monitoring Policies as presented; L. Hill-Eubanks seconded. Motion carried.*

**Commissioner Handbook**

Potter reviewed the history of the Handbook's development. She noted that several new Commissioners have been appointed. Waninger noted the Committee had approved an outline for the Handbook in October. She requested comments on the direction and content the document is taking.

Committee members suggested:

- staff names and job summary be removed and provided separately to new Commissioners.
- the role of staff versus Commissioners be described (policy setting versus implementing policy).
- the services CVRPC offers be described from broader programmatic framework.
- an organizational chart be included.

Potter suggested the document be completed, but not polished. It can be modify over time as needed. La Haye and Hill-Eubanks described a slideshow that was provided to new Commissioners in the past. The Committee suggested staff provide a similar slideshow at a full Commission meeting.

**Commission Meeting Agenda**

Committee members recommended:

- Add: Nominating Committee and Personnel Policy Committee
- Remove: Municipal Consultations.

Waninger noted that the Resolution Regarding Regular Meeting Dates Revolutions may drop off the agenda.

The Committee recommended the prioritization items address:

- what transportation project prioritization is.
- why CVRPC prioritizes projects.
- who traditionally does this work.
- why Commission endorsement is needed this year.

*D. La Haye moved to approve the Commission agenda with changes, L. Hill-Eubanks seconded. Motion carried.*

**Executive Session – 1 V.S.A §313(3), Personnel**

None held.

**Adjourn**

*D. Strong moved to adjourn at 6:00 pm; D. La Haye seconded. Motion carried.*

## Financial Report

April 3, 2017

### Summary:

CVRPC's cash flow is steadily recovering, with the bank balance expected to reach the normal \$60,000 average before the end of the fiscal year. Now that the FY16 audit report has been accepted by ACCD, CVRPC can expect to receive both the third and fourth quarter ACCD payments totaling \$127, 994 in the first half of April. Once this happens, it is planned to transfer \$10,000 back into the reserve fund and assess the feasibility of putting additional monies into reserve.

Grant invoicing is back on schedule – all invoices have been submitted through February with the exception of the CDBG18 invoice that is contingent upon submission of a vendor contract out for signature.

### Balance Sheet:

#### Assets:

- Account 1100 Accounts Receivable's aging status is as follows:

	<u>As of 1/31/17</u>	<u>As of 2/28/17</u>
0-30 Days	\$78,684.74	\$21,878.28
31-60 Days	\$51,519.36	\$80,893.15
61-90 Days	\$ 0.01	\$ 0.00
>90 Days	<u>\$22,044.80</u>	<u>\$ 6,157.17</u>
<b>Total</b>	<b>\$152,248.89</b>	<b>\$108,928.60</b>

The significant reduction in open AR demonstrates the effect of timely invoicing and reflects the receipt of fourth quarter 2016 payments. Over \$13,000 of the 0-30 day old receivables has been received in March, with the remainder expected by mid April.

Please note that \$63,997 in the 31- 60 days old receivables represents the third quarter ACCD payment which we anticipate receiving by mid-April.

Of the greater than 90 day receivables, only \$472 is valid. The majority of corrections concerning data from previous fiscal years in this receivables category have been completed: \$217 from 4 customers has been written off as uncollectable debt and \$37 involving 19 transactions with small errors has been corrected. The remaining 3 invalid receivables are being investigated and will be corrected for the next financial report.

Liabilities:

- Accounts Payable at \$24,399.20 is within normal monthly fluctuations. From month to month, Accounts Payable may range from a negative balance reflecting expenses such as prepaid medical insurance premiums, to \$50,000 or more, reflecting invoices that have been received but not yet paid.
- Account code 2170 has been added to show compensatory time liability as of February 28, 2017. It will be updated monthly. Approximately 80% of this liability stems from the Executive Director position and the Personnel Policies Committee is working on a plan to address it. Other staff will reduce their liability by the end of the fiscal year to eliminate a payout.
- Investigation into negative values shown in accounts 2100 and 2110 is not yet completed. It will be corrected for the next financial report.

**Profit & Loss Statement:**

Income:

CVRPC is continuing work to fully utilize QuickBooks for financial transactions. Until this is complete, accurate financials are difficult to prepare. For example, labor is not yet able to be exported into QuickBooks. Therefore, not all income deriving from labor can be recorded in the same time frame that expenses are recorded, which may skew net income results more negatively.

CVRPC's net income at the end of February (- \$21,255.07) may appear to be concerning, especially comparing it to January's reported positive income. February's net income was negatively impacted by accounting for accrued staff compensatory time for the first time this month. In addition, a \$30,000 contractor invoice that will not be paid until CDBG-18 monies are received is included. It also does not reflect the \$2,254 in earned SERC revenue billed in March against the \$4,000 SERC deferred revenue.

It should be noted that some deliverables based projects such as the Regional Energy grant require more labor to be expended in the front end of the project with billing "catching up" on the later portion of the grant performance.

There is a risk of under spending the FY17 ACCD contract. CVRPC may have approximately \$22,300 in unspent funds by the end of the fiscal year. This may necessitate submitting a plan to ACCD for expending this in the first part of FY18.

Taking this all into consideration allows net income at the end of February to be estimated at approximately \$16,400.

Expenses:

Expenses have stayed within budget for the first 8 months of FY 17. This is expected to be maintained by delaying the purchase of one replacement computer and office furniture until the end of this fiscal year or into the next fiscal year.

**Looking Ahead:**

Financial challenges resulting from staff medical leave remain and will be closely monitored for the rest of the fiscal year. The server firewall unexpectedly crashed in March, requiring an unplanned expenditure of approximately \$3,500. A number of project contractor invoices will present significant cash outlays over the next three months. Most of applicable funding agreements allow for agreement invoicing prior to the contractor invoices being due. Third quarter (Jan-Mar) ACCD funds will soon be received which will help ameliorate cash flow constraints resulting from the delayed payment.

Collection of overhead (indirect) costs is well under the projected actual cost. Using the 12/31/16 financials to project costs, staff determined CVRPC is under recovering costs by ~20% due to the staff medical leave. Staff will be requesting a modification to CVRPC's indirect cost rate proposal<sup>1</sup>. If approved, the new rate will be applied on April through June invoices. This will mitigate some of the financial challenges. The remaining unrecovered costs will be recovered in FY19.

CVRPC now has a full time transportation planner and has backfilled the GIS planner position. This will enable billable hours to increase for several grants. Increased billable hours will also assist in recovering overhead costs.

Respectfully submitted,

Bonnie MacBrien  
Finance and Office Manager

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<sup>1</sup> The indirect rate cost proposal uses audited financials from two years prior to develop an "indirect rate." The rate is a ratio of billable salaries versus overhead costs. The rate is applied to billable salaries to recover overhead costs. At the conclusion of a fiscal year, recovered costs are compared to actual costs and the difference (positive or negative) is used to adjust the next rate. The adjustment will allow unrecovered costs from FY17 to be recovered in FY19.

3:14 PM  
03/31/17  
Accrual Basis

**04/03/17 Executive Committee Page 8**  
**Central Vermont Regional Planning Commission**  
**Balance Sheet**  
**As of February 28, 2017**

	<u>Feb 28, 17</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 · Checking	71,519.68
1055 · CD People's United Bank	1,196.97
1070 · Peoples - CDBG Disaster Recover	0.42
Total Checking/Savings	<u>72,717.07</u>
Accounts Receivable	
1100 · Accounts Receivable	108,928.60
Total Accounts Receivable	<u>108,928.60</u>
Total Current Assets	181,645.67
Fixed Assets	
12250 · Accumulated Depreciation	-38,490.00
1800 · Equipment	63,407.25
Total Fixed Assets	<u>24,917.25</u>
Other Assets	
1700 · Deposits	4,415.00
Total Other Assets	<u>4,415.00</u>
<b>TOTAL ASSETS</b>	<u><b>210,977.92</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 · *Accounts Payable	24,399.20
Total Accounts Payable	<u>24,399.20</u>
Other Current Liabilities	
2100 · FED/FICA withholding	-300.38
2110 · State withholding	-7.82
2135 · LEPC SERC deferred	4,000.00
2140 · Accrued Vacation	20,469.16
2170 · Accrued Compensatory Time	9,123.73
2200 · Pension Liability	3,098.51
Total Other Current Liabilities	<u>36,383.20</u>
Total Current Liabilities	<u>60,782.40</u>
Total Liabilities	60,782.40
Equity	
3100 · Fund Balance	354,952.91
3200 · Invested in cap	15,812.00
3900 · Retained Earnings	-199,314.32
Net Income	-21,255.07
Total Equity	<u>150,195.52</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>210,977.92</b></u>



**04/03/17 Executive Committee Page 9**  
**Central Vermont Regional Planning Commission**

3:14 PM

03/31/17

Accrual Basis

**Profit & Loss**

July 2016 through February 2017

	<u>Jul '16 - Feb 17</u>
<b>Income</b>	
4050 · DCA Core	191,992.53
4146 · MRVPD Admn	3,166.64
4185 · WBRD Admn	2,600.00
4202 · Town Dues FY 2017	71,537.40
4220 · ECO Northfield SW	8,490.00
4221 · Barre Town Sewer Manholes	1,542.82
4225 · ERP Northfld Village SW	75,590.00
4226 · East Montpelier Master Plan	10,519.41
4233 · LEPC SERC FY17	0.00
4401 · BCRC Regional Energy Plan	10,000.00
4410 · Brownfields	13,147.87
4600 · Miscellaneous Income	3,622.85
4669 · NRPC Energy	2,000.00
4670 · HMGP MEGA	23,667.18
4670a · HMGP Mega Admin	1,229.52
4671 · EMPG - 15	6,959.60
4671a · EMPG - 16	4,106.78
4673 · Vigilant Guard (EMPG 14)	5,471.56
4684 · CDBG - Washington AM	6,235.35
4700 · Interest Income	6.63
4701 · Minor A/R Charge Off	-11.12
4725 · Plainfield CDBG	749.00
4750 · GIS Project	757.00
4810 · Water Quality	11,936.13
4909 · Transportation	85,428.14
4910.5 · Better Back Roads	10,031.13
<b>Total Income</b>	<b>550,776.42</b>
<b>Gross Profit</b>	<b>550,776.42</b>
<b>Expense</b>	
5000 · Personnel	295,775.92
5001 · Staff Relocation Expense	3,000.00
6010 · Health Insurance	51,471.40
6011 · Life Disability Insurance	2,593.46
6012 · CVRPC FICA	21,335.39
6015 · Workmen's comp	3,089.00
6017 · Unemployment Comp	566.00
6018 · Pension Plan	11,441.38
6020 · Bank Fees	25.00
6023 · Cleaning	1,245.00
6040 · Rent	27,372.64
6050 · Telephone	4,143.41
6060 · Postage	1,720.81
6070 · Dues/Pubs/Subs	5,897.69
6080 · Staff Education	249.00
6085a · ACCD - FY17 Core	7,856.92
6086 · CCRPC DEC HMGP	11.88
6087 · Vigilant Guard (EMPG 14) Exp.	54.38
6088 · HMGP - Mega	449.17
6089 · Barre Town man hole map	100.30
6090 · Staff Travel	344.56
6092 · EMPG 15	82.30
6092a · EMPG 16	330.74
6097 · LEPC direct expenses	325.55
6100 · Office Supplies	5,765.79
6115 · Copier Lease Payments	3,498.15
6116 · Copier extra copies	529.42
6140 · Liability Insurance	1,509.00
6160a · Meetings/Programs	65.00
6170 · Miscellaneous	60.00
6180 · NRPC PDM-C	21.71
6181 · NRPC Energy Training	46.03
6187 · CDBG-18	30,000.00
6188-17 · Clean Water Act 17	368.68
6188 · Clean Water Act 16	44.82
6190 · Northfield ECO SW	7,834.00
6195 · Northfld Village SW ERP	48,126.46
6330 · GIS Eqpt/Software	3,600.00

3:14 PM

03/31/17

Accrual Basis

**04/03/17 Executive Committee Page 10**

Central Vermont Regional Planning Commission

**Profit & Loss**

July 2016 through February 2017

	<u>Jul '16 - Feb 17</u>
6350 • GIS Supplies	573.46
6400 • Regional Plan	201.37
6450 • East Montpelier MPG	81.94
6521 • BCRC Energy Plan	119.76
6683 • CDBG- Washington AM	215.73
66900 • Reconciliation Discrepancies	-0.51
6825 • SafetyNet/server maintenance	3,808.00
6850 • CVRPC Audit	6,180.00
6855 • Legal Assistance	5,589.17
6860 • Government Relations	2,567.80
7000 • Transportation Direct	7,469.55
7000a • Vtrans TPI Admin	2,189.85
7000d • Vtrans TPI Short Range	1,445.68
7002 • VTrans Better Roads FY 16	307.26
7400 • Brownfields expense	114.47
7801 • Bad Debt	217.00
Total Expense	<u>572,031.49</u>
Net Income	<u><u>-21,255.07</u></u>

## **Executive Director's Report**

March 27, 2017

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### **Federal Policy Messages**

In late March, I participated in the National Association of Development Organization's (NADO) Washington Policy Conference. This annual conference provides CVRPC the opportunity to discuss federal policy issues critical to regional organizations, local governments, and communities. In the past, major policy discussions and decisions happening at the federal level have pass through to states in two years and local governments in four years. Transitions may occur more rapidly in the upcoming years.

Key messages heard this year include:

- *Significantly reduced funding for state and local governments is planned.*  
Unresolved is how deep the cuts will be, and to which programs.
- *Federal investments will need to pay for themselves.*  
State and local governments should prepare to demonstrate that a federal investment will result in a *federal* return on investment. This can be very difficult for rural areas.
- *The anticipated infrastructure package will likely occur in CY2018.*  
Current discussions suggest it will be based on bonds and private investment.

Multiple policy experts, political observers, and agency officials encouraged conference participants to highlight policy impacts from a local perspective. Local stories help agencies and Legislators understand the impact of policies and rules. Local anecdotes also help them characterize program/project benefit.

I invite Commissioners, municipal officials and staff, and others to share stories with CVRPC staff so we can strengthen advocacy for the programs you value most.

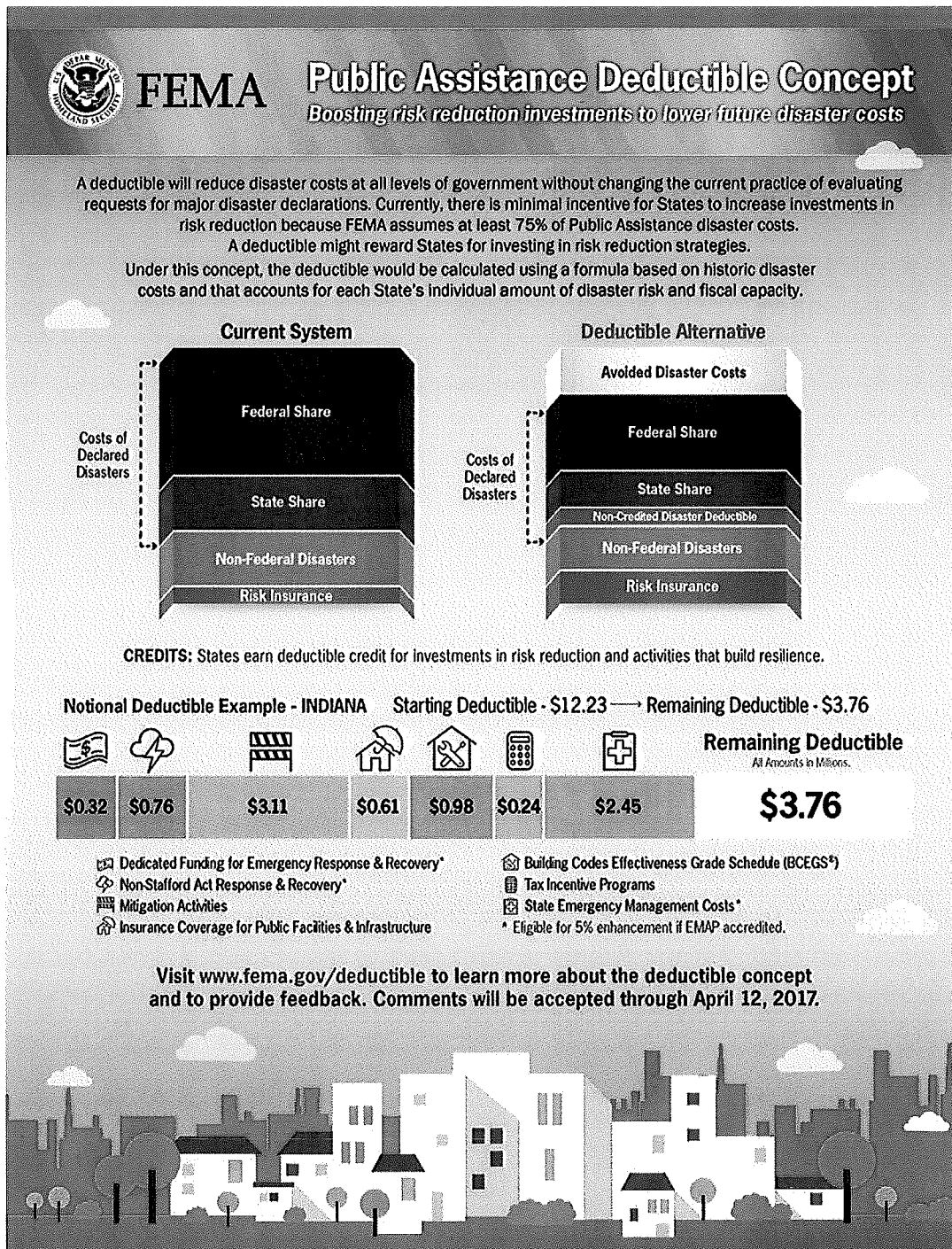
### **FEMA Public Assistance Deductible Concept**

The NADO Policy Conference provides participants with access to federal agency staff. I spent time with FEMA officials discussing its proposal to implement a Public Assistance deductible. The deductible would condition states' receipt of FEMA reimbursement for the repair and replacement of public infrastructure damaged by a disaster event.

Reducing the costs of disaster events is essential. The deductible concept is similar to, and difference from, Vermont's Emergency Relief Assistance Fund (ERAF) program. It incentivizes greater resilience to future disasters to reduce future disaster costs, but it operates like an insurance deductible.

States would be expected to expend a predetermined, annual amount of funds on emergency management and disaster costs before FEMA would provide Public Assistance for the repair and replacement of public infrastructure damaged by a disaster event. Only repair and replacement

assistance would be subject to satisfaction of the deductible. Other types of assistance, such as Individual Assistance, debris removal, and emergency protective measures would not be affected.<sup>1</sup>



FEMA is accepting public comments on this concept at <https://www.regulations.gov/document?D=FEMA-2016-0003-0150> until April 12, 2017.

<sup>1</sup> <https://www.fema.gov/deductible>



## Central Vermont Regional Planning Commission

### MEMO

Date: March 28, 2017

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:

### GRANT AND SERVICE AGREEMENTS

#### VT Agency of Transportation – North Cascades Trail Scoping Study

**Scope of Work:** Complete a scoping study for a 5,350 foot shared use path on the old road bed of the Worcester/Elmore Road (Rt. 12). CVRPC agreed to serve as fiscal agent for the project and provide coaching to the Vermont River Conservancy regarding Transportation Alternatives program guidelines. Should VTrans determine VRC is not qualified to provide project management services, CVRPC would fulfill that role.

**Funding:**

Grant Amount: \$22,595 (50% federal funds)

Match Amount: \$22,595

Match Source: Vermont River Conservancy cash and cash-in-kind services. If VRC fails to meet its match, CVRPC would use state allocation funds for local and regional planning through its agreement with the Agency of Commerce and Community Development

**Performance Period:** From contract execution (~April 21, 2017) through August 31, 2019.

**CVRPC Staff:** Dan Currier (primary) and Bonnie Waninger (coaching to Currier).

**Notes:** Contractor services are \$44,690; CVRPC services are \$500.

Staff recommends approval of the agreement.



State of Vermont  
Finance & Administration  
Contract Administration  
One National Life Drive  
Montpelier, VT 05633  
<http://vtrans.vermont.gov>

Agency of Transportation

[phone] 802828-2589

[ttd] 800-253-0191

**TO:** In House Review Personnel

**FROM:** John Henderson, Contracts Specialist II

**DATE:** March 27, 2017

**SUBJECT:** Standard Grant Agreement

**CONTRACT #** CA0492

**PROJECT:** Central Vermont Regional Planning Commission  
Worcester TAP TA17(5)

Please review, sign, and forward as follows:

1. John LaBarge, Project Supervisor, Municipal Assistance Bureau

A handwritten signature in cursive script, reading "John LaBarge", written over a horizontal line.

2. Audit – Please execute your Stamp in space provided below.

Not Required.

3. John K. Dunleavy, Assistant Attorney General

A circular digital signature stamp containing the text "Signed by John Dunleavy" and "on 2017-03-27 20:25:36 GMT". The stamp is positioned over a horizontal line.

Thank you!



**STATE OF VERMONT  
STANDARD GRANT AGREEMENT**

**Agreement# CA0492**

**Part 2 – Grant Agreement**

1. Parties: This is a Grant Agreement for the advancement of a transportation project 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 its principal place of business 29 Main Street, Suite 4, Montpelier, VT 05602, (hereinafter called “Subrecipient”). It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant is the advancement of a transportation project known as Worcester TAP TA17(5). A detailed description of the project and the 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 30 days in advance.
7. Attachments: This Grant Agreement consists of 23 pages including the following attachments which are incorporated herein:

Attachment A –	Description of Project and Scope of Work to be Performed by Subrecipient
Attachment B –	Payment Provisions
Attachment C –	Standard State Provisions for Contracts and Grants (07/01/2016)
Attachment D –	Other Grant Agreement Provisions
Attachment E –	Special Conditions
Attachment F –	Applicable Standards and Design Criteria
Attachment G –	Personnel Requirements and Conditions

Attachment H -      Required Submittals, State Liaison, Waiver of Standards and  
Modifications of Design Steps, Plans, Documents and Estimates

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: Joe Flynn

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

Title: Secretary of Transportation


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

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

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

APPROVED AS TO FORM:

DATE: \_\_\_\_\_

eSigned by John Dunleavy

on 2017-03-27 20:25:36 GMT

ASSISTANT ATTORNEY GENERAL



STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
<b>SECTION I - GENERAL GRANT INFORMATION</b>							
<sup>1</sup> Grant #: CA0492				<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment #			
<sup>3</sup> Grant Title: Worcester TAP TA17(5)							
<sup>4</sup> Amount Previously Awarded: \$ 0.00		<sup>5</sup> Amount Awarded This Action: \$ 22,595		<sup>6</sup> Total Award Amount: \$ 22,595			
<sup>7</sup> Award Start Date: Execution		<sup>8</sup> Award End Date: 8/31/2019		<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: 20 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: 08126	
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$ 22,595		<sup>20</sup> Description: Required Matching Funds			
<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"/>							
<b>SECTION II - SUBRECIPIENT AWARD INFORMATION</b>							
<sup>21</sup> Grantee DUNS #: 158842195				<sup>22</sup> Indirect Rate: 0 % (Approved rate or de minimis 10%)		<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" 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):							
<b>SECTION III - FUNDING ALLOCATION</b>							
<b>STATE FUNDS</b>							
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	\$ 0.00	\$ 0.00	\$ 0.00				
Special Fund	\$ 0.00	\$ 0.00	\$ 0.00				
Global Commitment (non-subrecipient funds)	\$ 0.00	\$ 0.00	\$ 0.00				
Other State Funds	\$ 0.00	\$ 0	\$ 0	N/A			
<b>FEDERAL FUNDS</b> (Includes subrecipient Global Commitment funds)							
<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	Highway Planning and Construction	\$ 0.00	\$ 22,595	\$ 22,595	APFF	10/3/2016	\$ 208,763,621
<sup>39</sup> Federal Awarding Agency:		\$ 0.00	\$ 0.00	\$ 0.00			
		\$ 0.00	\$ 0.00	\$ 0.00			
<sup>39</sup> Federal Awarding Agency:		\$ 0.00	\$ 0.00	\$ 0.00			
		\$ 0.00	\$ 0.00	\$ 0.00			
<sup>39</sup> Federal Awarding Agency:		\$ 0.00	\$ 0.00	\$ 0.00			
		\$ 0.00	\$ 0.00	\$ 0.00			
<sup>39</sup> Federal Awarding Agency:		\$ 0.00	\$ 0.00	\$ 0.00			
		\$ 0.00	\$ 0.00	\$ 0.00			
<sup>39</sup> Federal Awarding Agency:		\$ 0.00	\$ 0.00	\$ 0.00			
		\$ 0.00	\$ 0.00	\$ 0.00			
<b>Total Awarded - All Funds</b>		\$ 0.00	\$ 22,595	\$ 22,595			
<b>SECTION IV - CONTACT INFORMATION</b>							
<b>STATE GRANTING AGENCY</b>				<b>GRANTEE</b>			
NAME: John LaBarge				NAME: Bonnie Waninger			
TITLE: Project Supervisor				TITLE: Executive Director-CVRP			
PHONE: 802-828-3508				PHONE: 802-229-0389			
EMAIL: john.labarge@vermont.gov				EMAIL: waninger@cvregion.com			

Effective 12/26/2014

**ATTACHMENT A**  
**DESCRIPTION OF PROJECT AND**  
**SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT**

**1. Project Location and Description.** The Project is described as follows:

<b>Town</b>	<b>Town of Worcester</b>
<b>Location</b>	<b>Old Road bed Between Worcester and Elmore-Rust Pond Brook &amp; Route 12</b>
<b>Description</b>	<b>Scoping to build a 5350ft. multiuse path.</b>

**2. Subrecipient Assumption of Full Responsibility for the Project.** The Subrecipient assumes full and complete responsibility for any and all aspects relative to the development of the Project except for those items defined in this Grant Agreement for which the State retains responsibility.

**3. Commencement of Work.** Subrecipient shall not commence work on or incur expenses for the Project until receiving authorization to proceed from the State or upon execution of the Agreement, whichever occurs later.

**4. Municipal Project Manager (MPM).** All work for the Project will be performed by the Subrecipient or its duly authorized consultant in conformance with the latest update of the Municipal Assistance Bureau Guide document(s). The Subrecipient will designate a full time employee, member of its legislative body, or other representative, as approved by the State to be the Municipal Project Manager (MPM) for the Project. The MPM will act on the authority granted by the Subrecipient.

**5. Federal Environmental Documentation: Duties of MPM.** ~~As appropriate, the MPM will review the National Environmental Policy Act (NEPA) environmental document (Categorical Exclusion [CE], Environmental Assessment [EA], or Environmental Impact Statement [EIS]) prepared for/by the Subrecipient, and after ensuring that it is in order, will forward the environmental document to the State for processing through the Federal Highway Administration (FHWA).~~

**6. Pre-Construction: Duties of MPM.** Prior to advertising the Project for construction, the MPM will:

~~(a) The MPM will notify the State in writing 30 days prior to beginning the Right of Way phase in order to allow for the funding to be programmed. Review the right of way issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, will forward the right of way documents to the State. The State will issue the Right of Way Clearance Certificate.~~

~~— (b) Review the utility and/or railroad issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, provide compliance certification to the State.~~

~~(c) Review the Project for compliance with all federal, state, and local laws, ordinances, regulations, and permit requirements and, upon completion of that review and finding that all requirements have been satisfied, send a compliance certification to the State.~~

~~— (d) Secure documentation that the design meets all applicable standards, codes, and requirements for design and public safety standards.~~

~~(e) Secure documentation attesting to the attainment of required structural capacity requirements for all structures and adherence of all traffic control devices to the FHWA's *Manual on Uniform Traffic Control Devices* (MUTCD). This documentation shall be signed by an engineer registered under the laws of the State of Vermont to practice "structural or civil" engineering, and shall be attached to the certification required in Section 6(d), above.~~

~~—— (f) Provide certification to the State both as to those permits, agreements and clearances that have been secured for the Project and as to those which have been determined NOT to apply to the Project.~~

(g) Review and sign all project related invoices and ensure invoices are in the proper format before submittal to the State for approval.

~~(h) The MPM will notify the State in writing 30 days prior to beginning the Construction phase in order to allow for the funding to be programmed. No work shall commence unless authorized in writing.~~

**7. Public Meeting.** The Subrecipient will warn a public meeting on the Project if required by the State to do so, conduct the meeting in accordance with state and federal requirements, and coordinate the Project with the State and property owners in the Project area.

**8. Project Design.** ~~Subrecipient agrees that the project development work for this Project shall include preparation of a purpose and need statement, conceptual design plans and estimate, environmental documentation, right of way plans, and contract plans, including all specifications, contract documents, and cost estimates. The Project design shall include plans, notes, references to specifications or standards, typical sections, cross sections and all project design computations. Project designs may be prepared in accordance with the standards and formats of the local community, provided those standards and formats meet or exceed State standards or are approved by the State. *Required submittals to the State are all of the above, unless otherwise noted in the Special Conditions.*~~

~~Submittals required for justification of payments (monthly for design, biweekly for construction) to the Subrecipient, or for review to assure conformance with the requirements of this Agreement, shall be in a format prescribed by the State's Project Manager.~~

**9. Project Construction.** ~~Unless otherwise approved by the State, the Subrecipient will advertise the Project for receipt of bids in conformance with federal and state laws and regulations. The Subrecipient will award the construction contract to the lowest responsive, responsible bidder and will be fully responsible for administration of the contract through completion and acceptance of the Project.~~

**10. Construction Engineering.** ~~Construction inspection and materials sampling/testing work for the Project shall include inspection of the construction in progress for conformance with the contract requirements.~~

**11. Project Accounting.** Subrecipient will establish and maintain a separate accounting for Project funds, payments, and receipts for the duration of this Grant Agreement.

**12. Compliance with FHWA/USDOT Regulations.** Subrecipient agrees that it will manage the Project to comply with all applicable provisions of Titles 23 (Highways) and 49 (Transportation) of the Code of Federal Regulations (C.F.R.).

**13. Compliance with Federal, State and Local Requirements.** Subrecipient will comply with the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project.

~~**14. Compliance with Permits, Agreements and Clearances.** Subrecipient will secure and honor all applicable and necessary local, state, and federal permits, agreements and clearances prior to completion of final construction plans, and will adhere to or make provision for attainment of all conditions set forth in those documents.~~

**15. Utility and Railroad Relocation and Adjustments.** Subrecipient agrees that any utility or railroad relocation costs deemed participating Project costs shall meet all applicable eligibility and financial requirements as stated in federal and state laws, regulations, and policies.

**16. Acquisition of Lands or Rights for Construction.** Should construction of the project require the acquisition of lands or rights outside of the existing State or municipal rights-of-way, the Subrecipient shall acquire such lands or rights either by agreement or through exercise of its eminent domain powers, when applicable, in conformance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. (the Uniform Act) and its implementing regulations, 49 C.F.R. Part 24.

**17. Expeditious Pursuit of Project.** Subrecipient will pursue the Project in an expeditious manner in conformance with the Project schedule agreed upon by the Subrecipient and the State. Changes found necessary by either party to this Grant Agreement or to the schedule for the Project will be brought to the attention of the other party as soon as possible so that mutual agreement can be achieved.

~~**18. Submission of "As Built" Plans to the STATE.** For any Project affecting State highway rights of way, and for all structure related projects, the Subrecipient will develop the plans in a format acceptable to the State and provide the State with four sets of "as built" plans and one copy of any electronically developed plan files.~~

**19. Hazardous Material Contamination.** Responsibility for any contaminated materials within the Project area shall remain unaffected by this Grant Agreement as they are generally non-participating. The Subrecipient shall notify the State of the presence of and design alternatives for potential contaminated and/or hazardous waste sites located during the development or construction stage. Once the Subrecipient determines that contamination exists, whether obvious or established through testing, the Subrecipient shall notify the appropriate regulatory agency.

**20. Maintenance of the Completed Project.** If the Project is constructed, the Subrecipient will maintain the completed Project in a manner satisfactory to the State or its authorized representative(s) at no cost to the State, and will make ample provisions each year for such maintenance.

**21. Personnel Requirements.** The Subrecipient will comply with the personnel requirements contained in Attachment G (Personnel Requirements and Conditions).

**22. Assignment of State Representative.** The State will assign a representative to act as its Project liaison with the Subrecipient.

**23. Conformance with Standards.** The parties agree that all work performed by the Subrecipient, or its duly authorized representative, shall conform to the applicable standards/design criteria set forth in Attachment F (Applicable Standards & Design Criteria), unless waived in whole or in part in writing by the State.

**24. Reviews by the State.** The parties agree that, at the discretion of the State's Program Director, the State may inspect or review any work or aspect of the Project for any reason during the development of the Project.

**ATTACHMENT B**  
**PAYMENT PROVISIONS**

**1. Funding Ratio.** Up to the maximum limiting amount (MLA) shown below, the State agrees to pay **50%** of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State's review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

**2. Non-Participating Costs.** Work accomplished by the Subrecipient, and/or its consultant or contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Subrecipient. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches and that portion of right-of-way settlements which exceed "Fair Market Value", as determined by reviewing appraiser in accordance with 49 C.F.R. § 24.104 (Review of appraisals). Due to federal regulations that require all project costs to be reported within the federal financial system, the Subrecipient shall document and supply a summary of all non-participating costs. This shall include costs incurred by the Subrecipient above the maximum limiting amount of this Agreement.

**3. Compliance with Vermont Prompt Payment Act.** To the extent it is applicable, Subrecipient, with respect to work performed pursuant to this Grant Agreement, agrees to comply with the provisions of the Vermont Prompt Payment Act (9 V.S.A. Chapter 102).

**4. Reimbursement if Project Not Constructed due to Subrecipient.** If at any time the Subrecipient no longer desires the improvements as specified for the Project, or if the Subrecipient fails to meet its obligation to construct the Project, then the Subrecipient shall promptly notify the State. As provided by 19 V.S.A. § 309c(a), the State shall consult with the Subrecipient about the Subrecipient's obligation to repay project costs. The Secretary of Transportation shall then make the final determination of the amount and schedule for the repayment that shall be made to the State by the Subrecipient, considering applicable laws and regulations. Pursuant to 19 V.S.A. §§ 5(d)(13) and 309c(b), within 15 days of the Secretary's determination, the Subrecipient may petition the Vermont Transportation Board for a hearing to determine whether the amount of the Subrecipient's repayment obligation as determined by the Secretary may be reduced.

**5. Project Costs and Phases.** The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties: and that the State will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the total available State/federal funds to the Subrecipient:

Phase	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$22,595	\$0	\$22,595	\$45,190

\*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

**6. Excess Costs.** The parties agree that costs incurred by, at the direction of, or for the Subrecipient, when such costs exceed the totals indicated in Section 5, above, will not be eligible for federal or state participation unless those costs have been incorporated into this Grant Agreement through a written amendment.

**7. Allocation of Funds by STATE.** On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed \$0 in State funds and \$22,295 in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 5 above).

**8. Payment of Invoices by the STATE.** The State agrees to pay the Subrecipient the federal and state shares of properly documented bills invoiced by the Subrecipient.

Invoices, which shall clearly reference the Project name and number, shall be sent to:

Name:           **John LaBarge, Project Supervisor**  
Division:       Local Transportation Facilities  
Address:       Vermont Agency of Transportation  
                  National Life Building  
                  One National Life Drive  
                  Montpelier, VT 05633-5001

**9. Payment of Amounts Found Due by Audit.** In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Subrecipient, for whatever reasons, then the Subrecipient shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.

**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. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Availability of Federal Funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
3. **Identity of workers:** ~~The Subrecipient will assign the following individuals to the services to be performed under the provisions of this agreement, and these individuals shall be considered essential to performance. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the agreement.~~
4. **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, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.~~
5. **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.
6. **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.~~
7. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
8. **Performance Bond:** ~~The Subrecipient shall, prior to commencing work under this grant agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the grant agreement by the Subrecipient and payment of all subcontractors, suppliers and employees.~~
9. **Professional Liability Insurance:** ~~Before commencing work on this grant agreement and throughout the term of this grant agreement, Subrecipient shall procure and maintain professional liability insurance for any and all services performed under this grant agreement, with minimum coverage of \$100,000.00 per occurrence.~~
10. **Federal-Aid Construction Work:** 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.

**11. ~~Health Insurance Privacy & Portability Act:~~** ~~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.~~

**12. Audit of Federal Subrecipient:** Under current interpretations of federal law, the subrecipient will be subject to the federal Single Audit Act. Subrecipient will comply with audit requirements contained in Circular A-133/Circular A110 and/or other applicable circulars of the U.S. Office of Management and Budget. ~~The cost of such an audit will be borne by the Subrecipient is included in the payment provisions of this Grant.~~

**13. Requirement to Have a Single Audit:** If this subrecipient expends \$500,000 or more in federal assistance during its fiscal year, it is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program-specific audit.

The subrecipient may elect to have a program-specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the entity.

If the subrecipient should spend less than \$500,000 in aggregate federal funds in any single fiscal year, organization-wide financial statements and a schedule of federal financial assistance for VTrans funds only shall be submitted within nine (9) months of the end of the fiscal year. The federal financial assistance schedule will list the funds by title, Code of Federal Domestic Assistance (CFDA) number, pass-through Municipal's number, award amount, receipts, and expenditures. At the Program Director's discretion, agreed upon procedures, related to the VTrans schedule of federal financial assistance, may be required to be performed by a certified independent audit firm.

The State reserves the right to withhold reimbursement of project costs if the subrecipient does not comply with the requirements of this section or with Attachment C section 9.

**14. Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the subrecipient must provide a copy of the approval of their Equal Opportunity Plan.

**15. Supplanting:** If required, the subrecipient will submit a Certification that funds will not be used to supplant local or other funding.

**16. Grant Term:** The Grant term is the period during which grant funds may be expended. Expiration of the Grant Term does not relieve the subrecipient from the duty to fulfill long term grant requirements, some of which may extend indefinitely. Such long-term requirements may include but are not limited to, maintenance of the completed project, applicable reporting requirements, and obtaining the State's approval before selling or transferring equipment or property acquired with grant proceeds.

**17. Responsibility for Project Costs determined Ineligible for Reimbursement by FHWA:** In the event that Project costs incurred are not reimbursed by the Federal Highway Administration due to the Subrecipient's failure to follow proper federal guidelines and/or the expenditures are found by the State or FHWA to be federally non-participating items, the Subrecipient shall be responsible for 100% of such Project costs.

- 18. Limits on Reimbursement:** The State will not reimburse the Subrecipient for premium rate overtime unless the State has given its prior written approval for such overtime. The State will reimburse the Subrecipient for reasonable and necessary expenses actually incurred in the performance of this Grant subject, however, to the reimbursement limitations for state employees. The State will not reimburse the Subrecipient for meals taken during travel not requiring an overnight stay away from home.
- 19. Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (superseding OMB Circular A-87 for State and Local Governments Including Schools), 2 CFR, Part 230 (superseding OMB Circular A-122 for Non Profit Organizations), or 2 CFR, Part 220 (formerly A-21 for Higher Education Institutions) as appropriate for the Grantee's type of organization.
- 20. Compliance with Administrative Regulations:** Grantee shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or 2 CFR Part 215 (superseding OMB Circular A-110 for Institutions of Higher Education, Hospitals, and Non Profit organizations) as appropriate for the grantee's type of organization.
- 21. Resolution of Grant Disputes.** The parties shall attempt to resolve any disputes that may arise under this Grant by negotiation. Any dispute not resolved by negotiation shall be referred to the State's appropriate Director for determination. If the Grantee is aggrieved by the decision of the Director, the Grantee may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont Superior Court by either party as provided in 19 V.S.A. 5(d)(4).
- 22. Interpretation of Grant.** If an ambiguity or question of intent arises with respect to any provision of this Grant, the Grant will be construed as if drafted jointly between the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Grant.
- 23. Cargo preference act compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. 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**  
**SPECIAL CONDITIONS**

1. This project is for scoping only and the scope of the allowable work is limited to the following:

- Development of Purpose & Need Statement
- Collection of existing data which may include survey
- Local Concerns Meeting
- Resource Identification
- Preparation of Alternatives with Footprint
- Preliminary Cost Estimate, to include PE, ROW and Construction costs
- Development of an Evaluation Matrix
- Alternatives Presentation Meeting
- Alternative Selection

Any activities conducted by the Subrecipient beyond what is included above will be non-participating and not subject to reimbursement.

2. The following paragraphs in Attachment A are deleted: 5, 6a, 6b, 6c, 6d, 6e, 6f, 6h, 8, 9, 10, 14, and 18

**ATTACHMENT F**  
**APPLICABLE STANDARDS & DESIGN CRITERIA**

- A. Vermont State Standards for Design
- B. Latest Edition of the Manual for Uniform Traffic Control Devices (MUTCD)
- C. The most recent appropriate version of the VTrans Standard Specifications for Construction, as amended with its most recent General Special Provisions and Supplemental Specifications, but only to the extent not inconsistent with this Grant Agreement.
- D. VTrans Utilities Manual
- E. Vermont Pedestrian and Bicycle Facility Planning and Design Manual
- F. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide
- G. AASHTO Guide for Design of Pavement Structures
- H. The most recent version of the Highway Capacity Manual
- I. VTrans Hydraulics Manual
- J. The Approved Project Environmental Document
- K. VTrans Structures Manual
- L. Code of Federal Regulations (CFR), Titles 23 (Highways), 48 (Federal Acquisition Regulations System) (FARS), and 49 (Transportation)
- M. VTrans Procedures for Selecting Contractors and Specifications for Contractor Services, Including Customary State Contract Provisions, but only to the extent not inconsistent with this Grant Agreement.
- N. AASHTO Specifications for Highway Bridges
- O. VTrans Design Exception Procedure
- P. VTrans Right-of-Way Manual
- Q. VTrans Policy for CADD standards
- R. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28 CFR Part 36)
- S. Municipal Assistance Bureau Guidebook
- T. Transportation Enhancement Operations Program Manual

If the Grantee believes that there is a discrepancy in the information contained herein or in the above-listed requirements, the Grantee shall notify the State. The State, after consultation with the Grantee, will, in its sole discretion, determine which requirement takes precedence.

**ATTACHMENT G**  
**PERSONNEL REQUIREMENTS AND CONDITIONS**

**A.    Standards of Conduct**

1)    No employee, officer or agent of the Subrecipient shall participate in the selection, award or administration of a contract support by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer or agent, or
- any member of his or her immediate family, or
- his or her partner, or
- an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the consultant or contractor selected for award. Subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or any gift of any kind or value from consultants, potential consultants, contractors, potential contractors, or parties to sub-agreements. Violation of this standard will result in penalties, sanctions, or other disciplinary actions to the extent permitted by State, Federal or local law.

2)    Except where it conflicts with fairness toward competitors, Subrecipient shall avoid any appearance of a conflict of interest in the award of a contract. If there is such an appearance of a conflict of interest wherein a reasonable person might conclude that the contractor was selected for improper reasons, the Subrecipient shall disclose that fact and, regardless, should document its reasons for selection all contractors.

**B.    The Subrecipient shall employ only qualified personnel in responsible charge of the supervision of work.**

**C.    Except with the approval of the State, during the life of this Agreement, the Subrecipient will not employ:**

1)    Personnel on the payroll of the State who are directly involved with the awarding, administration, monitoring, or performance of the contract or the Project(s) which are the subject(s) of this Grant Agreement, or

2)    Any person so involved within one (1) year of termination of employment with the State.

**ATTACHMENT G**  
**PERSONNEL REQUIREMENTS AND CONDITIONS (CONTINUED)**

D. The Subrecipient warrants that no company or person has been employed or retained other than a bona fide employee working solely for the Subrecipient to solicit or secure this Agreement and that no company or person has been paid or has an agreement with the Subrecipient to be paid other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the warranty, the State shall have the right to annul this Agreement without liability to the State and to regain all costs incurred by the State in the performance of the Agreement.

E. The State reserves the right to require the removal from the Project any person employed by the Subrecipient for misconduct, incompetence or negligence, as determined by the Secretary of the Vermont Agency of Transportation, in the due and proper performance of his/her duties or who neglects or refuses to comply with the requirements of this Agreement.

**ATTACHMENT H REQUIRED SUBMITTALS,**  
**STATE LIAISON, WAIVER OF STANDARDS AND MODIFICATIONS OF**  
**DESIGN STEPS, PLANS, DOCUMENTS AND ESTIMATES**

~~Required Submittals: Conceptual Plans, Final Plans and Contract Plans, Specifications and Estimates. Draft scoping Report and Final Scoping Report~~

**State Liaison: John LaBarge – Project Supervisor**

**Waivers of Standards: None**

Modifications of Project Design Steps, Plans, Documents and Estimates: **Project is for scoping only – See Attachment E.**



## Central Vermont Regional Planning Commission

### MEMO

Date: March 30, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: FY17 budget adjustment

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CVRPC experienced several events during March that necessitate adoption of a second budget adjustment. The adjustment is necessary because cumulatively the events will result in significantly different outcome for FY17. The outcome is a significant profit, but not necessarily a cause for celebration.

The events include:

- Grant vs Contractor Payment Timing: The timing of product based payments from the grant and to a contractor will result in a significant profit for CVRPC. The payments will split fiscal years. This means the net income in FY17 will be offset by a net loss in FY18.
- Firewall Failure: CVRPC experienced a hardware failure in mid-March that required emergency replacement of the server firewall<sup>1</sup>. The cost for hardware and labor totaled \$3,210.
- Personnel Changes: Marian Wolz tendered her resignation this week. The position vacancy will result in lower salary and benefit costs without a significant reduction in revenues. Her primary work was on the regional energy project. The majority of the project's work occurs in FY17; the majority of payments will be made in FY18.

The adjusted budget reflects these events. Of the anticipated \$32,840 of the \$34,270 profit is the grant versus contractor payment event. This puts the actual anticipated FY17 net income at \$1,430.

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<sup>1</sup>CVRPC's firewall is a piece of hardware that acts as the first line of defense against unauthorized access to or from the internet. The failure meant CVRPC lost access to the internet and all outside emails. Replacement was completed in four business days thanks to Ashley and Dan.

Central Vermont Regional Planning Commission  
FY17 Budget

Adopted by the Executive Committee / 1/17

Byron Atwood, Chair

	04.04.16 FY 16 Budget*	06.06.16 FY 17 Budget	03.06.17 FY 17 Amended	04.03.17 FY 17 Amended*	Difference	Percent Change	Budget Change Notes
<b>REVENUES</b>	<b>784,148</b>	<b>1,500,759</b>	<b>1,365,447</b>	<b>1,382,406</b>	<b>16,959</b>	<b>1.2%</b>	
Community Development	20,224	227,557	172,250	172,250	0	0.0%	
GIS Fee For Service	6,000	6,000	1,400	1,400	0	0.0%	
Interest	0	0	10	10	0	0.0%	
Municipal Contracts	16,769	248,222	24,849	24,849	(0)	0.0%	
Natural Resources	28,552	59,119	265,335	286,335	21,000	7.9%	Increased for stormwater master plan product payments
Other Income	7,350	182,206	183,660	183,660	0	0.0%	
Public Safety	145,765	180,674	173,528	169,487	(4,041)	-2.3%	Decrease for hazard mitigation plan progress
Regional Planning Funds (ACCD)	272,253	272,253	271,550	271,550	0	0.0%	
Town Appropriations	71,537	71,537	71,537	71,537	0	0.0%	
Transportation	215,698	253,191	201,328	201,328	0	0.0%	
Reserves	0	0	0	0	0	-	
Line of Credit	0	0	0	0	0	-	
	<b>FY 16 Budget</b>	<b>FY 17 Budget</b>	<b>FY 17 Amended</b>	<b>FY 17 Amended</b>	<b>Difference</b>	<b>Percent Change</b>	<b>Budget Change Notes</b>
<b>EXPENSES</b>	<b>774,139</b>	<b>1,494,402</b>	<b>1,365,426</b>	<b>1,348,136</b>	<b>-17,290</b>	<b>-1.3%</b>	
Advertising	0	3,030	700	550	(150)	-21.4%	Modified for actuals and hiring ad
Consultants	81,066	484,186	389,848	377,988	(11,860)	-3.0%	Decreased for stormwater master plans
Copy/Print	5,550	5,550	6,075	6,075	0	0.0%	
Dues/Memberships	7,810	10,520	10,167	10,167	(0)	0.0%	
Equipment	3,600	3,720	0	0	0	-	
Equipment Repair/Srvc	0	1,220	1,070	550	(520)	-48.6%	Decreased based on actuals
Fringe Benefits	137,403	223,401	216,271	213,531	(2,740)	-1.3%	Decreased for vacancy
Insurance	1,576	1,517	1,517	1,517	0	0.0%	
Interest	0	10	10	10	0	0.0%	
Line of Credit	0	0	0	0	0	-	
Meeting/Programs	6,730	13,833	12,064	12,289	225	1.9%	Increased based on actuals
Office Rent/Util/Repair	42,739	42,859	43,054	43,054	0	0.0%	
Other Expense	3,000	1,248	3,650	3,650	0	0.0%	
Payroll	420,885	590,794	603,506	596,004	(7,502)	-1.2%	Decreased for vacancy
Postage	2,530	3,000	1,900	1,900	0	0.0%	
Professional Services	26,900	47,930	25,775	31,605	5,830	22.6%	Increased for firewall install and attorney fees
Reserve Contribution	10,000	16,300	0	0	0	-	
Software / Licenses	1,000	6,080	7,381	7,381	0	0.0%	
Subscriptions / Publications	0	2,941	541	961	420	77.5%	Increased for actuals
Supplies - Office	5,700	5,350	7,820	7,820	0	0.0%	
Supplies - Billable	0	3,109	7,927	7,927	0	0.0%	
Telephone / Internet	5,650	6,480	6,509	6,509	0	0.0%	
Travel	12,000	21,324	19,641	18,650	(991)	-5.0%	Decreased for actuals
<b>BAL END</b>	<b>10,009</b>	<b>6,357</b>	<b>21</b>	<b>34,270</b>	<b>(6,336)</b>	<b>-99.7%</b>	

\*Categorization is an estimate for purposes of comparison

**Total Revenue \$1,382,406**

<b>Community Development</b>		<b>\$172,250</b>
EPA Brownfields FFY15	\$149,350	Consultant decreased for project delay
BCRC Regional Energy Planning	\$10,000	Product based payments do not correspond to required level of effort.
NRPC Local Energy Planning	\$12,900	New contract
<b>GIS Fee For Service</b>		<b>\$1,400</b>
Municipal Parcel Mapping	\$0	State now doing parcel mapping for towns
Municipal Planning Maps	\$1,300	
Non-Profit/Regional Partner	\$0	
Private	\$100	
<b>Interest</b>		<b>\$10</b>
<b>Municipal Contracts</b>		<b>\$24,849</b>
Barre Town Manhole	\$5,000	
East Montpelier Village Masterplan	\$10,519	
Marshfield Bylaws	\$986	
CDBG Washington Library ADA	\$8,344	Administrative and program management services for accessibility modifications to the library
FY17 MPGs	\$0	
<b>Natural Resources</b>		<b>\$286,335</b>
604B FFY17	\$1,800	VAPDA/DEC contract anticipated to be signed in FY17
Clean Water Initiative FY16	\$5,335	Reflects actual; reduced due to staffing
Clean Water Initiative FY17	\$25,350	Reflects actual award
DEC HMGP River Corridors	\$15,750	Mitigation project tables for Plainfield/Waterbury & river corridor maps for Waterbury
FY15 ERP Northfield Stormwater	\$8,490	
FY16 ERP Northfield Village Green Stormwater	\$50,522	Bioretention area construction
FY16 ERP 3-Town Stormwater Masterplan	\$54,076	Barre Town, Barre City & Plainfield
FY17 ERP Berlin Stormwater Masterplan	\$18,723	
FY17 ERP Moretown Mad River Corridor Plan	\$8,089	
FY17 ERP Northfield Water Street Stormwater	\$45,200	Construction of stormwater improvement project
FY17 Mad-Kingbury Stormwater Masterplan	\$53,000	Two plans: East Montpelier/Calais/Woodbury and Duxbury/Moretown/Fayston/Waitsfield/Warren
<b>Other Income</b>		<b>\$183,660</b>
Mad River Valley Planning District Bookkeeping	\$4,750	
Mad River Valley Planning District Pass-through	\$153,823	MVRPD staff are paid through CVRPC and billed back to the organization
Wrightville Beach Recreation District Bookkeeping	\$2,600	
Cross Vermont Trail Pass-through	\$19,033	Cross Vermont Trail staff are paid through CVRPC and billed back to the organization
Health Insurance Premium Reimbursement	\$2,767	
Workers Comp Insurance Refund	\$687	Adjustment for actual
<b>Public Safety</b>		<b>\$169,487</b>
DEMHS Emergency Mangmt Planning Grant (EMPG) FFY 16	\$41,239	
DEMHS Emergency Mangmt Planning Grant (EMPG) FFY 15	\$6,960	Reflects actual; reduced due to staffing
Local Emergency Planning Committee (LEPC)	\$4,000	Administrative services, including expenses
DEMHS Vigilant Guard Exercise	\$5,472	Reflects actual; reduced due to staffing
DEMHS HMGP Mega	\$43,000	Hazard Mitigation Plans for 9 Towns
DEMHS HMGP Mega Administration	\$1,687	
DEMHS HMGP Mega Town Contribution	\$0	Town contributions to project
ACCD CDBG 18 Elevation	\$67,130	Hydrologic analysis and develop flood inundation data and map
<b>Regional Planning Funds (ACCD)</b>		<b>\$271,550</b>
<b>Town Appropriations</b>		<b>\$71,537</b>
<b>Transportation</b>		<b>\$201,328</b>
VTrans Transportation Planning Initiative (TPI) FFY17	\$154,946	
VTrans Transportation Planning Initiative (TPI) FFY16	\$29,342	Reflects actual; reduced due to staffing
Plainfield Bridge CDBG Match	\$749	Town contribution for bridge study grant match
VTrans Better Roads FY16	\$9,632	Road erosion assessments for 4 towns
VTrans Better Roads FY17 - Montpelier	\$0	Road erosion & culvert inventory & transportation capital budget
VTrans Better Roads FY17 - Roxbury	\$0	Road erosion inventory & transportation capital budget
VTrans Better Roads FY17 - Warren	\$6,660	Road erosion inventory

Notes: Gray shading denotes risk areas, such as annual contracts that will not be confirmed until the fiscal year has begun, grant award



**Central Vermont Regional Planning Commission**

**FY17 Budget**

04/03/17

**Total Expenses \$1,348,136**

<b>Advertising</b>		<b>\$550</b>
Administrative	150	Increased for vacant position
ACCD	0	
Community Development	150	
Municipal	0	
Natural Resources	0	
Public Safety	150	LEPC
Transportation	100	
<b>Consultants</b>		<b>\$377,988</b>
Admin	0	
ACCD	0	Regional Plan editing services
Brownfields	133,000	Site assessments and corrective action planning
CDBG 18 Elevation	60,000	Flood model
FY16 ERP 3-Town Stormwater Masterplan	28,374	Barre City, Barre Town, Plainfield
FY15 ERP Northfield Stormwater	7,834	Stormwater installation
FY16 ERP Northfield Village Green	48,033	Stormwater installation
FY17 ERP Northfield Water Street Stormwater	39,317	Stormwater installation
FY16 ERP Berlin Stormwater Masterplan	9,458	
FY17 ERP Moretown Mad River Corridor Plan	1,000	
FY17 ERP Mad-Kingsbury Stormwater Masterplan	49,526	Two plans: Warren/Waitsfield/Fayston/Duxbury/Moretown and East Montpelier/Calais/Woodbury
FFY17 Transportation Planning Initiative (TPI)	1,446	Plainfield Bridge ARA 1445.68
North Cascades Trail Scoping Study	0	Old Rt. 12 roadbed in Worchester & Elmore
<b>Copy / Print</b>		<b>\$6,075</b>
Lease	5,250	
Color Copies	700	
Property Tax	125	
<b>Dues / Memberships / Sponsorships</b>		<b>\$10,167</b>
VAPDA	6,050	Annual Dues 4550; special project assessment 500; CVRPC participation in multi-RPC activities 1000
VT League of Cities & Towns	800	
Nat'l Assoc. of Development Orgs	2,667	\$2000 annual plus pro-rated 2016; modified bylaws to CY dues
Assoc. of State Floodplain Managers	0	
VT Community Development Assoc.	0	
VT Planners Assoc.	150	
American Planning Association	0	
Conference/Workshop Sponsorships	500	VT Housing Conference
<b>Equipment / Furniture</b>		<b>\$0</b>
Capital: Non-Billable	0	
Capital: Billable	0	
Office Furniture	0	
Office Equipment	0	
Other	0	
<b>Equipment Repair &amp; Service</b>		<b>\$550</b>
Telephone System	150	
Repair & Service	400	Traffic counter repair

**Central Vermont Regional Planning Commission**

**FY17 Budget**

04/03/17

<b>Total Expenses</b>		<b>\$1,348,136</b>
<b>Fringe Benefits</b>		<b>\$213,531</b>
FICA	35,550	Medicaid & Social Security taxes
Health Ins.	94,893	10% premium increase for CY17; modified for staff changes
Dental Ins.	7,570	Modified for staff changes
Vision Ins.	0	Not provided
Retirement	17,656	5% of salary
Disability Ins.	920	
Life Ins.	4,972	
Unemployment Ins.	1,510	VLCT notified policy holders of increase
Workers Comp Ins.	3,089	
MRVPD Staff Fringe	46,024	FICA, retirement, health, dental, life, disability, workers comp ins, unemployment ins
Cross Vermont Trail Staff Fringe	1,346	FICA,workers comp ins, unemployment ins
<b>Insurance</b>		<b>\$1,517</b>
General Liability (Property/Vehicle/Fire)	1,517	Policy includes Public Officials Liability
<b>Interest</b>		<b>\$10</b>
<b>Line of Credit</b>		<b>\$0</b>
<b>Meeting / Programs</b>		<b>\$12,289</b>
Admin	4,544	Meetings
ACCD	4,600	300 educational workshops; 800 Commission mtgs; prof dev
Energy Planning	200	
Brownfields	100	
Municipal	0	
Natural Resources	260	
Public Safety	480	LEPC
Transportation	2,105	TAC & project mtgs, professional development
<b>Office Rent / Utilities / Repairs</b>		<b>\$43,054</b>
Rent	41,059	Lease through 09/30/2020; 1-year notice
Office Cleaning	1,920	140/2 weeks; TP office carpet cleaning
Repairs & Other Maintenance	75	
<b>Other Expense</b>		<b>\$3,650</b>
Miscellaneous	500	Gifts, non-billable fees, etc.
LEPC storage rental	0	Unit paid by LEPC using other funds
Relocation Stipend	3,000	
Fees	150	Line of Credit annual fee
<b>Payroll</b>		<b>\$596,004</b>
Gross Pay	464,704	9 FTE and intern
Comp Time	5,159	Included in Personnel Policies
Overtime	150	Non-exempt employee
	107,799	MRVPD pass through
	17,600	Cross VT Trail pass through
	592	Payroll direct deposit fees
<b>Postage</b>		<b>\$1,900</b>
Postage Machine	875	175/qtr meter lease
Machine Postage	1,000	
Billable Postage	25	

**Central Vermont Regional Planning Commission**

**FY17 Budget**

04/03/17

<b>Total Expenses</b>		<b>\$1,348,136</b>
<b>Professional Services</b>		<b>\$31,605</b>
Audit	8,000	Single Audit not required
Accounting	3,600	CPA training of and audit assistance to Finance/Office
Benefits Administration	250	Section 125 Cafeteria Plan
IT/Computer	6,830	Base 4980 & Firewall install 1850
Legal	11,000	10000 Personnel & benefits; 500 contract review; 500 tax review
Videography	1,925	175/mo for Commission meetings
<b>Reserve Contribution</b>		<b>\$0</b>
General	0	
Equipment/Capital	0	
Office Renovation	0	
<b>Software / Licences</b>		<b>\$7,381</b>
ESRI GIS License	3,600	1600 single; 1500 concurrent; 500 Spatial Analyst
Intuit Quickbooks Pro	1,084	Annual service plan ; payroll service 565
Microsoft Exchange 365	562	Remote access (email)
Tech Soup	318	Quickbooks license 1@50; Adobe Standard 4@55 each; Antivirus 12@4
Log Me In	349	Remote access
Symquest	488	1-year server warranty
AT&T	300	GPS symcard data service (GPS data accuracy corrections)
Community Remarks	280	Community outreach map for Regional Plan
Network Solutions	400	CVRPC & Plan Central VT websites
<b>Subscriptions</b>		<b>\$961</b>
Times Argus	190	e-subscription
Valley Reporter	22	e-subscription
Front Porch Forum	0	Allows postings to 23 forums in the region (outreach tool)
HRHero.com	329	VT Employment Law newsletter
Eco-counter Data Service	420	Automatic data transmission from bike-ped counter
<b>Supplies - Office</b>		<b>\$7,820</b>
General Office	4,000	
Digital	1,030	Computer & monitor 1@1030 (AP)
GIS	1,200	
Bottled Water	590	
Office Furniture	1,000	Financial & personnel file cabinets
<b>Supplies - Billable</b>		<b>\$7,927</b>
ACCD	0	
Municipal	0	
Community Development	0	
Public Safety	0	
Natural Resources	0	
Transportation	7,927	Computer and monitor (TP) 980; Field laptop 2050; 2 Traffic counters 3117; Field supplies 1780
<b>Telephone / Internet</b>		<b>\$6,509</b>
Telephone Lease	4,820	
Internet Service	1,389	
Tablet Data Plan	300	For GPS accuracy during field work

**Central Vermont Regional Planning Commission**

**FY17 Budget**

04/03/17

<b>Total Expenses</b>		<b>\$1,348,136</b>
<b>Travel</b>		<b>\$18,650</b>
Administrative	3,900	VAPDA & other mtgs
ACCD	5,100	Municipal & State meetings; professional development
Community Development	550	Brownfields trainings and site visits; energy outreach
Municipal	100	Municipal contract meetings
Natural Resources	1,000	
Public Safety	2,000	Site visits, meetings
Transportation	6,000	TPI 5500; BBR Rd Erosion 460

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

**Reserve Fund**

As of 04/03/17

**Reasons for Reserve Fund:**

- to ensure the Commission can continue to provide a useful level of services in times of tight budget years;
- to provide for emergency funds, should they be needed;
- to ensure sufficient funding to close down, should that ever be the case.

**Recommendation: 6 months minimum operating expenses\***

**\$379,512.69**

**Current Reserves:**

**\$11,186**

\$11,186 Unrestricted/Unassigned - general reserves

\$0 Unrestricted/Committed - emergency equipment purchases & other capital expenses

\$0 Unrestricted/Committed - accrued compensated absences (liability for Vacation and Sick time)

**Balance (+/-):**

**(\$368,327)**

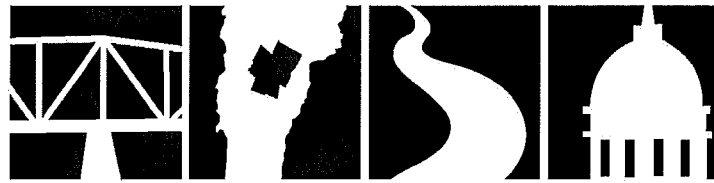
**Minimum Monthly Expenses:**

**Total      \$63,252**

Equipment	\$0
Fringe Benefits	\$13,847
Insurance	\$126
Office Rent/Utilitie	\$3,588
Other Expense	\$304
Payroll	\$38,725
Postage	\$158
Printing/Copies	\$506
Prof Services	\$2,634
Software (licenses)	\$615
Supplies	\$652
Telephone/Internet	\$542
Travel	\$1,554

**Recommendations**

During this year, maintain existing reserves.



## **Central Vermont Regional Planning Commission**

### **MEMO**

Date: March 30, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Personnel Policy Revisions

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The Personnel Policy Review Committee has been discussing the Executive Director position as it relates to compensatory time. This memo provides advance information about the issue. Recommended language will be reviewed by the Executive Committee after attorney review has been completed.

#### Issues

- A. An RPC Executive Director's duties are difficult to perform in 40-hours per week. The Personnel Policy Manual states that regular work hours consist of a 40-hour workweek. Compensatory time is offered for work in excess of 40 hours. The conflict between the first two statements means the Director is accruing compensatory time and unable to use it in a timely manner. The compensatory time is a liability for CVRPC.
- B. Grant regulations require that CVRPC recoup no more than actual costs (no net income from grant-funded activities). Under CVRPC's current financial system, unless the compensatory time is used or is paid to the employee, CVRPC would recoup in excess of the Director's salary.

#### Alternative Resolutions

The Personnel Policy Review Committee discussed two alternatives for addressing these issues.

- 1. Modify the Personnel Policies to set a higher number of work week hours for the Executive Director position. The Director suggested 45-50 hours. This would reduce compensatory time accumulation and result in lowering the Director's billing rate. Billing rate is determined using salary divided by working hours per year.
- 2. Modify the financial system to adjust the Director's billing rate monthly based on hours worked. This solution would be difficult to implement until CVRPC fully utilizes QuickBooks on July 1.

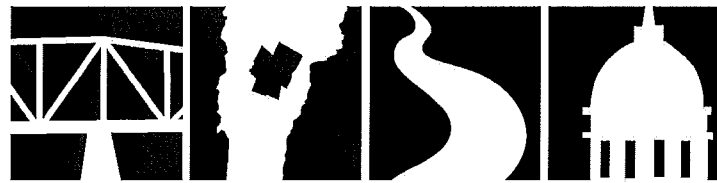
The Personnel Policy Review Committee is exploring language with the Commission's personnel attorney related to the first alternative. The language could be used permanently or as a bridge until the updated financial system is in place.

Background

Staff consulted with several other RPCs as to whether their Directors accomplished their duties in a 40-hour week, and if not, if/how their organizations addressed the issue.

*Work Week Hours:* RPC Directors from RPCs with long-term, senior level staff were more likely to accomplish their duties closer to a 40-hour work week. Directors of RPCs with primarily newer staff or less tenured staff generally work 50-55 hours. The remaining Directors work 45-50 hours.

*Addressing the Issue:* RPCs addressed the issue in multiple ways: ignoring it, waiving the compensatory time, using compensatory time but maintaining maximum vacation accruals, and adjusting billing rates. The solution used reflected RPC awareness of the issue, awareness of the regulations, and finding the easiest solution for the RPC based on financial staff skill and financial system flexibility.



## Central Vermont Regional Planning Commission

### MEMO

Date: March 30, 2017  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: FY18 Strategic Activities

---

In FY16, the Executive Committee approved 5-year strategic goals as statements of what CVRPC desires to achieve over the next five years. The goals included strategies and measures to achieve the goals. The strategies and measures were intended to be updated annually as an ongoing plan of action.

For FY18, I have refined the strategies and modified the document to include FY18 activities and measures. **I am requesting Executive Committee review of the first draft.** It is my hope that this document will refocus CVRPC for FY18, and will contribute to goal setting for the Executive Director's FY18 goals.

#### Specific Feedback Requested

- 1) Are the Activities of appropriate detail and sufficient in content? Should activities be deleted or added?
- 2) Do the Activities seem realistic when taken as a whole, and given CVRPC's FY17 challenges?
- 3) Do the Activities encourage Commissioner engagement in CVRPC's future? If not, what should be modified, and how?

#### Background

The strategic goals were meant to be an outline for action, not a formal strategic plan. The goals:

- **Provide Focus** for the Executive Committee and staff;
- Work to **Increase Motivation and Cohesion** by giving staff a direction for excellence and involving them in the outcomes; and
- **Offer Measurability** to gauge progress and see how efforts are having an impact.

Each goal is followed by strategies designed to assist CVRPC to reach the goals, activities for the fiscal year, and measures to act as goalposts for knowing if we have succeeded annually and made progress during the five year period.



CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Five Year Strategic Goals

FY18 Activities and Measures

**MISSION**

The mission of CVRPC is to assist member municipalities in providing effective local government and to work cooperatively with them to address regional issues.

**GOAL 1: Enhance Financial Security**

CVRPC retains the financial resources and policies to support its mission and work priorities, and to continue to operate in fiscally challenging times.

Strategies:

- a) Manage organizational budget and project funds in a sustainable and transparent manner
- b) Increase reserve fund to \$110,000 by 2023 (~2 months operating reserves)
- c) Refresh and expand policies to strengthen organizational oversight and comply with 2 CFR Part 200 requirements

FY18 Activities and Measures

- I. *Implement restructured financial system on 07/01/17*
  - a) Financial tracking and reporting time reduced by ~15%
  - b) Executive Committee receives monthly balance sheet, profit and loss statement, budgets to actuals report, and financial report
  - c) Financial system assists staff to complete 95% of projects within budget
  - d) Maintain unqualified audit reports
- II. *Complete audit annually by October 31*
  - a) Audit and Indirect Rate Proposal submitted to agencies annually by November 30
  - b) Executive Committee reviews audit at November meeting
- III. *Develop 5-year plan to reduce administrative costs*
  - a) Plan with targets developed by 09/30/17; plan identifies the most administratively efficient level of expenses for use as direct costs, which is reflected in CVRPC's FY19 Indirect Rate Proposal Cost Policy Statement
  - b) Administrative costs are reduced over five years
- IV. *Budget \$20,000 contribution to reserve fund for FY18*
  - a) Pro-rated contributions made monthly
  - b) Reserve fund balance reaches 2023 goal
- V. *Create/update the following policies/procedures:*
  - a) Personnel Policies updated by 09/30/17
  - b) Records Retention and Access Policy by 10/31/17

- c) Administrative and Financial Procedures updated by 12/31/17
- d) Grants Management Manual by 03/31/17
- VI. *Develop 2 CFR Part 200 training schedule for staff by 09/30/17*
  - a) Staff achieves and maintains the knowledge and skills required to manage grant-funded projects within requirements and to make sound decisions
  - b) Maintain unqualified audit reports
  - c) Achieve unqualified outcomes from program audits

## GOAL 2: Create Operational Excellence

CVRPC continually builds a workplace and workplace philosophy where problem-solving, teamwork, and leadership results in the ongoing improvement of the organization.

### Strategies:

- a) Build a knowledgeable, professional, and interdisciplinary staff
- b) Strengthen Commissioner understanding of Commission activities and services
- c) Enhance the office environment to support operations and delivery of services

### FY18 Activities and Measures:

#### *I. Train staff to enhance knowledge and skills*

- a) Develop a 3-year training plan for (with) all staff by 09/30/17
- b) Provide at least three individual professional development opportunities for all staff annually, one of which is outside their current project discipline
- c) Credential 1-2 staff as Certified Floodplain Managers and/or Certified Planners

#### *II. Enhance team morale*

- a) Provide on-going visibility for staff accomplishments through CVRPC's communication portals, office celebrations, etc.
- b) Complete quarterly team building activities, including social events, community tours, learning opportunities, etc.

#### *III. Enhance Commissioner engagement*

- a) Conduct Commissioner survey regarding Commission meeting effectiveness and understanding of the role of a Regional Commissioner by 07/31/17
- b) Implement meeting changes and/or develop tools and/or host trainings as needed
- c) Complete and distribute Commissioner Handbook by 09/30/17
- d) Develop ongoing "mission moments" to share the impact of the organization at each Commission meeting beginning 07/01/17
- e) Solicit Commissioner input into FY19 workplan development by 01/09/18

#### *IV. Implement office enhancements to include:*

- a) Clean and organize office to project a professional work environment (July)
- b) Remove dilapidated furniture and equipment by 09/30/17
- c) Develop a furniture replacement schedule by 12/31/17, and implement it as funds allow

- d) Paint walls to increase staff energy and project a more fresh and vibrant organization by 03/31/18

### GOAL 3: Enhance Services

CVRPC focuses on the needs of member municipalities, and continually works to increase their desire and ability to work cooperatively to address regional issues.

#### Strategies:

- a) Align organizational thinking to anticipate municipal and regional needs
- b) Increase plan implementation activities by building CVRPC project development and management services
- c) Move organization to be more strategic in pursuing funding opportunities

#### FY18 Activities and Measures:

- I. *Identify municipal planning and implementation priorities for FY19 by 03/31/18*
  - a) Complete a municipal survey assessing local assistance and regional needs by 01/31/18
  - b) Review municipal plans to identify local and regional areas of assistance by 02/28/18
  - c) Host at least one Commission meeting in which Commissioners share the top three challenges faced by their communities by 02/28/18
- II. *Market CVRPC municipal project manager services*
  - a) Identify municipalities that may need project management assistance by 09/30/17
  - b) Meet with towns to discuss CVRPC services by 12/31/17
- III. *Complete Final Draft of Plan Central Vermont by 01/31/19*
  - a) Final Draft reviewed by Board of Commissioners at February meeting
- IV. *Target 10% of FY19 and 20% FY20 funding applications to regional action priorities in Plan Central Vermont*
  - b) Link to Plan Central Vermont implementation table included in Executive Committee contract approval request
  - c) Report on regional plan implementation included in annual report

### GOAL 4: Increase Perception of CVRPC as Leader and Partner

CVRPC assists others to achieve their goals, and in doing so, achieves its own goals.

#### Strategies:

- a) Increase visibility for activities at local, regional, state, federal levels
- b) Increase work with State/Federal Legislators
- c) Enhance CVRPC relationship with other regional organizations

1 FY18 Activities and Measures:

2 I. *Enhance communications with municipalities*

- 3 a) Develop communications/marketing plan by 07/31/17; track progress  
4 b) Executive Director meets with Selectboards/Trustees/Councils in each municipality  
5 annually

6 II. *Position CVRPC as a regional leader*

- 7 c) Staff participates in or lead two or more VAPDA shared activities or initiatives  
8 d) Staff participate in at least three partner activities and provide partner updates on  
9 CVRPC activities

10 III. *Engage Commissioners in statewide policy development*

- 11 a) Comment on at least two State plan and/or policy documents developed in FY18  
12 b) Submit comments to at least one Summer Study Committee

Central Vermont Regional Planning Commission  
FY18 DRAFT Budget

Adopted by the Executive Committee \_\_\_ / \_\_\_ / \_\_\_

Byron Atwood, Chair

Line		03.06.17	04.03.17	FY17-FY18 Difference	Percent Change	Budget Change Notes
		FY 17 Budget*	FY 18 Budget			
1	<b>REVENUES</b>	<b>1,365,447</b>	<b>1,456,223</b>	<b>90,776</b>	<b>6.6%</b>	
2	Community Development	172,250	229,820	57,570	33.4%	FY17 accruals & brownfields pass through
3	Fee for Service	181,606	165,305	(16,301)	-	Payroll pass through & admin/finance services moved from Other
4	Interest	10	10	0	-	
5	Municipal Contracts	24,849	0	(24,849)	-100.0%	
6	Natural Resources	265,335	350,187	84,852	32.0%	New contracts
7	Other Income	3,454	0	(3,454)	-100.0%	Payroll pass through & admin/finance services moved above
8	Public Safety	173,528	104,982	(68,546)	-39.5%	
9	Regional Planning Funds (ACCD	271,550	269,459	(2,091)	-0.8%	Formula allocation; other regions growing faster than Central VT
10	Town Appropriations	71,537	71,537	0	0.0%	
11	Transportation	201,328	264,924	63,596	31.6%	Increase for more Better Road grants
12	Reserves	0	0	0	-	
13						
		FY 17 Budget	FY 18 Budget	Difference	Percent Change	Budget Change Notes
	<b>EXPENSES</b>	<b>1,365,426</b>	<b>1,445,480</b>	<b>80,054</b>	<b>5.9%</b>	
14	Advertising	700	1,530	830	-	
15	Consultants	389,848	435,684	45,836	11.8%	
16	Copy/Print	6,075	6,075	0	0.0%	
17	Dues/Memberships	10,167	10,100	(67)	-0.7%	
18	Equipment	0	20,000	20,000	-	Server purchase based on equipment replacement plan
19	Equipment Repair/Srvc	1,070	450	(620)	-	
20	Fringe Benefits	216,271	234,289	18,018	8.3%	Increase due to FY17 7-month position vacancy and FTE decrease
21	Insurance	1,517	1,517	0	0.0%	
22	Interest	10	10	0	-	
23	Line of Credit	0	150	150	-	Annual fee, payments of loan, interest
24	Meeting/Programs	12,064	10,560	(1,504)	-12.5%	
25	Office Rent/Util/Repair	43,054	42,954	(100)	-0.2%	
26	Other Expense	3,650	650	(3,000)	-82.2%	
27	Payroll	603,506	573,100	(30,406)	-5.0%	Increase due to FY17 7-month position vacancy and FTE decrease
28	Postage	1,900	1,900	0	0.0%	
29	Professional Services	25,775	33,275	7,500	29.1%	
30	Reserve Contribution	0	20,000	20,000	-	
31	Software / Licenses	7,381	7,481	100	1.4%	
32	Subscriptions / Publications	541	2,372	1,831	-	
33	Supplies - Office	7,820	7,520	(300)	-3.8%	
34	Supplies - Billable	7,927	3,923	(4,004)	-	
35	Telephone / Internet	6,509	6,809	300	4.6%	
36	Travel	19,641	25,132	5,491	28.0%	Based on project mix
37	<b>BAL END</b>	<b>21</b>	<b>10,743</b>	<b>10,722</b>		

\*Revenues for pass through services recategorized for comparison

Total Revenue		#REF!
<b>Community Development</b>		<b>\$229,820</b>
EPA Brownfields FFY15	\$200,520	
BCRC Regional Energy Planning	\$20,000	
NRPC Local Energy Planning	\$9,300	
<b>Fee for Service</b>		<b>\$165,305</b>
Mad River Valley Planning District Bookkeeping	\$4,750	
Mad River Valley Planning District Pass-through	\$138,285	MVRPD staff are paid through CVRPC and billed back to the organization
Wrightville Beach Recreation District Bookkeeping	\$2,600	
Cross Vermont Trail Pass-through	\$18,570	Cross Vermont Trail staff are paid through CVRPC and billed back to the organization
Municipal Mapping	\$1,000	
Non-Profit/Regional Partner Mapping	\$0	
Private Mapping	\$100	
<b>Interest</b>		<b>\$10</b>
<b>Municipal Contracts</b>		<b>\$0</b>
Barre Town Manhole	\$0	
FY17 MPGs	\$0	
<b>Natural Resources</b>		<b>\$350,187</b>
604B FFY17	\$1,800	VAPDA/DEC contract in progress 2/3/17
Clean Water Initiative FY17	\$8,450	
Clean Water Initiative FY18	\$25,350	
FY16 ERP 3-Town Stormwater Masterplan	\$41,565	Barre Town, Barre City & Plainfield
FY17 ERP Berlin Stormwater Masterplan	\$26,525	
FY17 ERP Moretown Mad River Corridor Plan	\$26,878	
FY17 ERP Northfield Water Street Stormwater	\$128,585	Construction of stormwater improvement project
FY17 Mad-Kingbury Stormwater Masterplan	\$91,034	Two joint plans: East Montpelier, Calais, Woodbury & Duxbury, Moretown, Fayston, Waitsfield, Warren
<b>Other Income</b>		<b>\$0</b>
		None anticipated
<b>Public Safety</b>		<b>\$104,982</b>
DEMHS Emergency Mangmt Planning Grant (EMPG) FFY 16	\$12,023	
DEMHS Emergency Mangmt Planning Grant (EMPG) FFY 17	\$15,000	
Local Emergency Planning Committee (LEPC)	\$4,000	Administrative services, including expenses
DEMHS HMGP Mega	\$66,099	Hazard Mitigation Plans for 9 Towns
DEMHS HMGP Mega Administration	\$960	
DEMHS HMGP Mega Town Contribution	\$6,900	Town cash contributions to project
<b>Regional Planning Funds (ACCD)</b>		<b>\$269,459</b>
<b>Town Appropriations</b>		<b>\$71,537</b>
<b>Transportation</b>		<b>\$264,924</b>
VTrans Transportation Planning Initiative (TPI) FFY17	\$83,780	
VTrans Transportation Planning Initiative (TPI) FFY18	\$152,550	
VTrans Better Roads FY17 - Montpelier	\$8,000	Road erosion & culvert inventory & transportation capital budget
VTrans Better Roads FY17 - Roxbury	\$4,594	Road erosion inventory & transportation capital budget
VTrans Better Roads FY17 - Warren	\$0	Road erosion inventory anticipated to be completed in FY17
North Cascades Trail Study	\$0	Agreement in progress
VTrans Better Roads FY18	\$16,000	Services to 4-6 more towns based on applications

Notes: Gray shading denotes risk areas, such as annual contracts that will not be confirmed until the fiscal year has begun, grant award

**Central Vermont Regional Planning Commission**

**FY18 DRAFT Budget**

As of 04/03/17

**Total Expenses \$1,445,480**

<b>Advertising</b>		<b>\$1,530</b>
Administrative	0	
ACCD	300	Regional Plan & Municipal Plan Approval hearings
Community Development	550	
Municipal	0	
Natural Resources	400	
Public Safety	80	Annual flood insurance awareness; LEPC; Haz Mit Plans
Transportation	200	
<b>Consultants</b>		<b>\$435,684</b>
Admin	0	
ACCD	0	Regional Plan editing services
Brownfields	174,735	Site assessments and corrective action planning
FY16 ERP 3-Town Stormwater Masterplan	21,478	Barre City, Barre Town, Plainfield
FY17 ERP Northfield Water Street Stormwater	109,114	Stormwater installation
FY16 ERP Berlin Stormwater Masterplan	21,478	
FY17 ERP Moretown Mad River Corridor Plan	25,150	
FY17 ERP Mad-Kingsbury Stormwater Masterplan	83,729	Warren, Waitsfield, Fayston, Duxbury, Moretown & East Montpelier, Calais, Woodbury
FFY17 Transportation Planning Initiative (TPI)	0	
North Cascades Trail Study		
<b>Copy / Print</b>		<b>\$6,075</b>
Lease	5,250	
Color Copies	700	Regional Plan
Property Tax	125	
<b>Dues / Memberships / Sponsorships</b>		<b>\$10,100</b>
VAPDA	6,050	Annual Dues 4550; special project assessment 500; CVRPC participation in multi-RPC activities 1000
VT League of Cities & Towns	800	
Nat'l Assoc. of Development Orgs	2,000	\$2000 annual plus pro-rated 2016; modified bylaws to CY dues
Assoc. of State Floodplain Managers	100	Certified Floodplain Manager exam & ASFPM membership
VT Community Development Assoc.		
VT Planners Assoc.	150	7 staff
American Planning Association		Salary based
Conference/Workshop Sponsorships	1,000	
<b>Equipment / Furniture</b>		<b>\$20,000</b>
Capital: Non-Billable	20,000	Server replacement, includes installation
Capital: Billable	0	
Office Furniture	0	
Office Equipment	0	
Other	0	
<b>Equipment Repair &amp; Service</b>		<b>\$450</b>
Telephone System	150	
Repair & Service	300	Traffic counter repair

**Central Vermont Regional Planning Commission**

**FY18 DRAFT Budget**

As of 04/03/17

<b>Total Expenses</b>		<b>\$1,445,480</b>
<b>Fringe Benefits</b>		<b>\$234,289</b>
FICA	34,868	Medicaid & Social Security taxes
Health Ins.	118,618	10% premium increase for CY17
Dental Ins.	7,913	Projects 10% premium increase; premiums have been level for 3 years.
Vision Ins.	0	Not provided
Retirement	22,790	5% of salary
Disability Ins.	920	
Life Ins.	4,972	
Unemployment Ins.	1,510	
Workers Comp Ins.	2,600	Fluxuates between \$2400-\$2600 annually
MRVPD Staff Fringe	38,779	FICA, retirement, health, dental, life, disability, workers comp ins, unemployment ins
Cross Vermont Trail Staff Fringe	1,320	FICA, medicare
<b>Insurance</b>		<b>\$1,517</b>
General Liability (Property/Vehicle/Fire)	1,517	Policy includes Public Officials Liability
<b>Interest</b>		<b>\$10</b>
<b>Line of Credit</b>		<b>\$150</b>
Annual Fee	150	
Debt Repayment	0	Debt not anticipated
Interest	0	
<b>Meeting / Programs</b>		<b>\$10,560</b>
Admin	7,000	Meetings; professional development
ACCD	1,000	300 educational workshops; 800 Commission mtgs; prof dev
Energy Planning	600	
Brownfields	0	In-state trainings, EPA conference
Municipal	0	
Natural Resources	80	
Public Safety	480	LEPC 480
Transportation	1,400	TAC & project mtgs, professional development
<b>Office Rent / Utilities / Repairs</b>		<b>\$42,954</b>
Rent	41,059	Lease through 09/30/2020; 1-year notice
Office Cleaning	1,820	70/bi-weekly
Repairs & Other Maintenance	75	
<b>Other Expense</b>		<b>\$650</b>
Miscellaneous	500	Gifts, non-billable fees, etc.
Fees	150	Line of Credit annual fee



**Central Vermont Regional Planning Commission**

**FY18 DRAFT Budget**

As of 04/03/17

<b>Total Expenses</b>		<b>\$1,445,480</b>
<b>Payroll</b>		<b>\$573,100</b>
Gross Pay	451,867	8 FTE plus intern; includes raises & bonuses
Comp Time	3,930	Included in Personnel Policies
Overtime	0	Non-exempt employee
	99,507	MRVPD pass through; adjusted for actual
	17,250	Cross VT Trail pass through
	546	Payroll direct deposit fees
<b>Postage</b>		<b>\$1,900</b>
Postage Machine	875	175/qtr meter lease
Machine Postage	1,000	1000/year unless Regional Plan work
Billable Postage	25	
<b>Professional Services</b>		<b>\$33,275</b>
Audit	10,500	Single Audit not anticipated
Bookkeeping		
Benefits Administration	250	Section 125 Cafeteria Plan
IT/Computer	5,500	
Legal	5,100	3000 Personnel & benefits; 600 Brownfield; 1500 Transition non-employees off payroll
Staff Training	10,000	High impact presentations 2-day workshop (all staff)
Videography	1,925	175/mo for Commission meetings
<b>Reserve Contribution</b>		<b>\$20,000</b>
General	20,000	
Equipment/Capital	0	
Office Renovation	0	
<b>Software / Licences / IT Subscriptions</b>		<b>\$7,481</b>
ESRI GIS License	3,600	1600 single; 1500 concurrent; 500 Spatial Analyst
Intuit Quickbooks Pro	1,084	Annual service plan; payroll service 565
Microsoft Exchange 365	562	Remote access (email)
Tech Soup	318	Quickbooks license 1@50; Adobe Standard 4@55 each; Antivirus 12@4
Log Me In	349	Remote access
Symquest	488	1-year server warranty
AT&T	300	GPS symcard data service (GPS data accuracy corrections)
Community Remarks	280	Community outreach map for Regional Plan
Network Solutions	400	CVRPC & Plan Central VT websites
CV Chamber of Commerce	100	Chamber web hosting
<b>Subscriptions</b>		<b>\$2,372</b>
Times Argus	190	e-subscription
Valley Reporter	22	e-subscription
Front Porch Forum	2,160	Allows postings to 23 forums in the region (outreach tool)
Eco-counter Data Service	420	Automatic data transmission from bike-ped counter

<b>Total Expenses</b>		<b>\$1,445,480</b>
<b>Supplies - Office</b>		<b>\$7,520</b>
General Office	3,500	
Digital	2,230	Laptop & monitor 1@2230 (EM)
GIS	1,200	
Bottled Water	590	
Office Furniture		
<b>Supplies - Billable</b>		<b>\$3,923</b>
ACCD	0	
Municipal	0	
Community Development	2,656	
Public Safety	67	
Natural Resources	0	
Transportation	1,200	Field supplies 900
<b>Telephone / Internet</b>		<b>\$6,809</b>
Telephone Lease	4,820	
Internet Service	1,389	
Tablet Data Plan	600	For GPS accuracy during field work
<b>Travel</b>		<b>\$25,132</b>
Administrative	5,000	VAPDA & other mtgs
ACCD	8,072	Municipal & State meetings; professional development
Community Development	3,218	Brownfields trainings and site visits; energy outreach
Municipal	0	Municipal contract meetings
Natural Resources	1,305	Meetings
Public Safety	1,837	Site visits, meetings
Transportation	5,700	TPI 5250; Better Roads Inventories 450



## Central Vermont Regional Planning Commission

### **BOARD OF COMMISSIONERS**

*April 11, 2017 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 the light yellow building on the left.)

### **AGENDA**

<u>Page</u>	<u>Time</u>	<u>Description</u>
	7:00	<b>Adjustments to the Agenda</b>
		<b>Public Comments</b>
	7:05	<b>Meeting Minutes – February 14, 2017</b> (enclosed)*
	7:10	<b>Staff Reports</b> (enclosed) and any updates
	7:15	<b>Executive Director's Report</b> (enclosed) and any updates
	7:20	<b>Central VT Economic Development Corporation Report</b> , <i>Jamie Stewart, Executive Director</i>
	7:25	<b>Legislative Report</b> , <i>Bonnie Waninger, Executive Director</i>
	7:35	<b>Commission Bylaw Amendment</b> (enclosed)*
		Amendment to authorize activities in 24 VSA §4345(16)(b).
	7:45	<b>Secretary Election</b> (enclosed)*
		Tina Ruth, who served as Secretary, resigned as Montpelier's representative.
	7:50	<b>Committee Appointments</b> , <i>Julie Potter, Vice Chair</i> (enclosed)*
		Express interest for FY18 Committee appointments and vote to fill seats on two Committees.
		– Personnel Policy Committee (one Commissioner; 4 meetings anticipated)
		– Nominating Committee (two additional Commissioners; 1-2 meetings anticipated)
	8:00	<b>Transportation Advisory Committee Rules of Procedure</b> (enclosed)*
	8:15	<b>Economic Development Planning</b> , <i>Eric Vorwald, Senior Planner</i> (enclosed)
		Presentation and discussion of rural economic development planning, a tour of Central Vermont's municipal economic plans/strategies, and correlations with <i>Plan Central Vermont's</i> economic element.
	9:00	<b>Adjournment</b>

\* denotes anticipated action item