



EXECUTIVE COMMITTEE

July 11, 2017 at 6:15 pm

Central VT Chamber of Commerce, Paine Turnpike South, Berlin

(Coming off the interstate at exit 7, turn left at the first light.
At the next crossroads, the Chamber is on your left. It is the light yellow building.)

Page **AGENDA**

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|-----------|-------------------------|---|
| | 6:15¹ | Adjustments to the Agenda |
| | | Public Comment |
| | 6:20 | Anticipated Executive Session² |
| | | 1 V.S.A §313(1)(A), Contracts (enclosed) |
| 2 | 6:25 | Contract/Agreement Authorization (enclosed)² |
| 4 | | a) VT Agency of Commerce and Community Development - Municipal and Regional Planning and Related Activities |
| 23 | 6:30 | FFY18 Transportation Planning Initiative Budget (enclosed)² |
| | | Small revision to the approved budget to enhance contractor studies funded in CVRPC's FFY17 TPI program adjustment. |
| 24 | 6:30 | FY18 Budget and Work Plan (enclosed)² |
| | | Final draft for adoption. |
| | 7:00 | Adjourn |

¹ All times are approximate unless otherwise advertised

² Anticipate action item



MEMO

Date: July 6, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

I am requesting Executive Committee approval of the following:

GRANT AND SERVICE AGREEMENTS

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

VT Agency of Commerce and Community Development (ACCD) - Municipal and Regional Planning

Scope of Work: Provides funding to carry out RPC duties and optional duties described in 24 V.S.A. Chapter 117. Generally, the scope of work includes:

- maintaining the Regional Plan,
- participating in Act 250 and Section 248 project review,
- assisting municipalities to prepare and maintain plans, studies, bylaws, applications for designation and other implementation activities,
- carrying out statutory duties related to municipal plan approval and municipal consultation,
- providing training for municipalities, support statewide initiatives identified by ACCD, and
- work on statutory duties as determined by regional priorities.

The agreement also includes Year 2 funding to provide municipal assistance for the Statewide Parcel Mapping Program.

Funding:

Grant Amount: \$269,585 (\$269,212.20 state funds and \$1,672.80 federal funds for parcel map assistance)

Match Amount: None required.

Performance Period: 07/01/17 – 06/30/18

Staff: All staff perform work under this program. Primary staff are land use, GIS, and the Executive Director.

Staff recommends approval of the agreement.

<p><u>STATE GRANTING AGENCY</u></p> <p>NAME: Faith Ingulsrud</p> <p>TITLE: Planning Coordinator</p> <p>PHONE: 802-828-5228</p> <p>EMAIL: faith.ingulsrud@vermont.gov</p>	<p><u>GRANTEE</u></p> <p>NAME: Bonnie Waninger</p> <p>TITLE: Executive Director</p> <p>PHONE: 802-229-0389</p> <p>EMAIL: waninger@cvregion.com</p>
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1. **Parties:** This is a Grant Agreement between the State of Vermont's **Agency of Commerce and Community Development** ("Agency"), **Department of Housing and Community Development** ("DHCD," and collectively with ACCD referred to herein as "State"), and the **Bennington County Regional Commission** with principal place of business at **29 Main Street, Suite 4, Montpelier, Vermont 05602** ("RPC" and collectively with State referred to herein as "Parties"). It is the RPC's responsibility to contact the Vermont Department of Taxes to determine if, by law, the RPC is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** Funding provided through this Grant Agreement supports **municipal and regional planning and related activities as described in Attachment A, Specifications of Work to be Performed, Appendix I, RPC Work Plan and Performance Measures, and Appendix II, Schedule for Municipal Consultations**. The Funds dedicated to RPC activities consist of those funds identified in 24 V.S.A. § 4306 and Sec. D.100 of Act 85 (2017 Session) (Appropriations) appropriated to the Agency for such purposes, and distributed to the RPC pursuant to DHCD's "Rules for the Allocation and Distribution of Regional Planning Funds" adopted May 1992 (hereinafter "Rules"). An additional \$2,091.00 (Two Thousand and Ninety-One Dollars) will be provided by the Vermont Agency of Transportation, per Memorandum of Understanding Regarding Statewide Parcel Mapping Program, dated July 18, 2016.
3. **Amendment:** This Grant Agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this grant agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and RPC.
4. **Cancellation:** This grant agreement may be canceled by either party by giving written notice at least 30 days in advance.
5. **Attachments:** This grant agreement consists of 19 pages including the following attachments which are incorporated herein:
 - Attachment A – Specifications of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Grants and Contracts (7/1/2016 Revision).
 - Appendix I – FY18 RPC/DHCD Work Plan
 - Appendix II – FY18 Schedule for Municipal Consultations

By signing this Grant Agreement, the duly authorized signatory of the RPC represents that, pursuant to, inter alia, 24 V.S.A. §§ 4341 and 4346, the RPC is an entity to which Funds may be made available, and that, pursuant to, inter alia, 24 V.S.A. § 4341, the RPC has and will comply with all relevant eligibility criteria related to Funds.

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

Please sign in blue ink only

By the State of Vermont:

By the RPC:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Katie Buckley

Name: Bonnie Waninger

Title: Commissioner

Title: Executive Director

Agency: Department of Housing and
Community Development

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

The RPC will perform its statutory responsibilities as required by 24 V.S.A. Chapter 117, Subchapter 3. This Grant Agreement, including the activities outlined in Appendix I and Appendix II, may constitute only a subset of the overall statutory obligations of the RPC.

1. State's Goal: The RPC will help build the foundation for orderly growth. RPCs have statutory and contractual obligations in transportation, brownfields, energy, emergency management, economic development, natural resources and local and regional land use planning.

2. Grant Oversight:

2A. Funds are provided to the RPC to support the provision of services and completion of products specifically described in this Grant Agreement's Appendix I and Appendix II, and must be used in a manner that conforms to all relevant State standards. The services performed under this Grant shall be monitored by State assigned staff. Reporting requirements will include performance expectations and deliverables, as stated in Appendix I and Appendix II. Any changes to time, scope, and/or resources shall be discussed in advance and the impacts to the work to be performed will be determined and reduced to writing by the State and the RPC in the form of a Grant Agreement amendment. If any Deliverables are not provided to the Agency by the RPC in a timely manner, the Agency may withhold progress payments or institute the process established in Section 4, below.

2B. DHCD will review and comment on all regional plan updates. If any regional plan is adopted after DHCD has found and communicated to the RPC that it does not comply with the intent of statute, DHCD will file the findings with the documentation for the Grant Agreement in addition to sending them to the Regional Commission Chair. The RPC may request a peer review of the non-compliance identified by DHCD. The peers may issue findings and submit them to DHCD to be filed along with DHCD's findings.

3. RPC Deliverables:

3A. The RPC will deliver the **prior contract year-end annual report** to the State no later than **July 31, 2017**. The report will conform to any required format distributed by the Agency, and will address services provided and activities completed pursuant to prior year Scope of Work.

3B. The RPC will deliver a **final audit report and financial statements**, including any attachments, letters or responses regarding any findings, to the Agency **no later than six months after the end of the RPC's fiscal year**. If applicable, the RPC must provide documentation to DHCD to demonstrate that any findings have been or will be addressed.

3C. The RPC will complete a **mid-term report** for the period of July 1, 2017 to December 31, 2017, **due January 15, 2018**, and a **final report** for the period of January 1, 2018 to June 30, 2018, **due July 31, 2018**. These reports will summarize progress and completion of projects outlined in the workplan, and any significant changes made, as approved by the State, in the RPC Appendix I and Appendix II.

Upon receipt of each Report submission, the State, in order to fully assess the effectiveness of this Grant Agreement, may require additional information from the RPC, including anticipated and actual expenses that will include a summary of the RPC's operating

budget that identifies all sources of funding by source (federal, state (by agency), municipal, other) and type (grants, contracts, dues, other).

4. **Default/Recapture of Funds/Termination of Grant Agreement:** Failure by the RPC to fulfill in a timely and proper manner its obligations under, or comply with, any of the terms or conditions of this grant agreement shall constitute a Default. The State shall notify the RPC of the Default, may establish a period not to exceed thirty (30) calendar days to correct such Default, and may cease payment of any portion of Grant funds, until the Default is cured. If the RPC does not cure the Default at the completion of the correction period, then State: (1) may require RPC to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this agreement; or, in the alternative, may forever retain any portion of Funds, equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this agreement by giving written notice to the RPC, specifying the effective date thereof.
5. **Copyright:** Upon full payment by the State, all products of the RPC's work funded by the State, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the joint property of the State of Vermont and the RPC. The RPC will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. The RPC shall not use any copyright protected material in the performance of the work under this agreement that would require the payment of any fee for present or future use of the same by the State. To the extent the RPC uses copyrighted materials in performance of work under this Grant Agreement, the RPC shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material.
6. **Public Records:** Notwithstanding any provision contained herein, the records remaining solely in the possession of any client entity of the RPC shall not be subject to public inspection under the provisions of 1 V.S.A., chapter 5, subchapter 3. The only records of a client entity that will be subject to public inspection are those documents actually in the RPC's possession and not exempt from public inspection pursuant to Vermont's Access to Public Records Law or any other provision of law.

(End of Attachment A)

**ATTACHMENT B
PAYMENT PROVISIONS**

1. **Payment of Funds:** The Funds identified in 24 V.S.A. § 4306 and Sec. D.100 of Act 85 (2017 Session) (Appropriations), shall be payable in four equal advance payments, with five percent (5%) withheld until completion as further described in paragraphs below. The \$2,091.00 (Two Thousand and Ninety-One Dollars) in funds allocated for completion of parcel mapping program support activities shall be payable in a single payment, separately invoiced at the end of the grant period. To receive payment, the RPC shall submit invoices as described below, along with required insurance documentation and deliverables.

Important – All invoices submitted by the RPC must identify the total amount for the quarter (see the chart on page 6 listing the amounts to be invoiced). Reimbursement of invoices not identifying these amounts will not be processed until a corrected invoice is received. All invoices must be emailed to annina.seiler@vermont.gov and DHCD Financial Manager III for processing.

Payment #1, equal to funding for the **first quarter** of this twelve-month Grant, will be paid to the RPC **on or about July 15, 2017**, provided that this agreement has been duly executed and if applicable that the RPC has demonstrated that any findings from the RPC's most recent audit have been or will be addressed.

Payment #2, equal to funding for the **second quarter** of this twelve-month contract, will be paid to the RPC **on or about October 1, 2017**, but in no event prior to receipt and approval by DHCD of the prior contract year-end annual report.

Payment #3, equal to funding for the **third quarter** of this twelve-month Grant, will be **payable upon receipt and approval by the Commissioner of DHCD of the mid-term report showing satisfactory progress in completing the terms of this Grant**. Timing of payment will correspond to the submission date of the mid-term report: submission of a report by December 31, 2017 will result in payment on or about January 15, 2018; submission of a report by January 15, 2018 will result in payment on or about January 30, 2018.

Payment #4, equal to funding for the **fourth quarter** of this twelve-month Grant, will be paid to the RPC **on or about April 1, 2018**.

2. **Final Payment:** Final payment, equal to five percent (5%) of the Regional Planning Fund Allocation, will be held pending the RPC's completion of the work required under this Grant Agreement. The State will evaluate performance based on the RPC's completion of required work, reporting, and quality of data supplied. Upon a determination by the Commissioner that the RPC has adequately completed the required work, provision of data, and reporting, and no area of performance is rated as "Needs Improvement" in the Targets of Appendix I's Scope of Work and Performance Measures, the State will release the final payment upon receipt from the RPC of an acceptable invoice for the total final payment amount.

However, if the RPC has tasks in "Needs Improvement," it may be subject to the 5% being held permanently or until the task is completed. The DHCD Commissioner may meet with the RPC to discuss the areas in need of improvement and consider plans or approaches the RPC may employ to improve performance. The DHCD Commissioner will review any extenuating circumstances on a case-by-case basis.

Timing of final payment will correspond to the submission date of the final report: submission of a report by July 15, 2018 will result in payment on or about July 31, 2018; submission of a report by July 31, 2018 will result in payment on or about August 15, 2018.

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

Grantee Name	Regional Planning Fund Allocation	Quarterly Invoice Amount	Parcel Mapping Invoice Amount	Final Payment Invoice Amount	Total Grant Agreement Amount
Addison County Regional Planning Commission	\$232,349.00	\$55,182.89	\$2,091.00	\$11,617.44	\$234,440.00
Bennington County Regional Commission	\$228,487.00	\$54,265.66	\$2,091.00	\$11,424.35	\$230,578.00
Central Vermont Regional Planning Commission	\$267,494.00	\$63,529.83	\$2,091.00	\$13,374.70	\$269,585.00
Chittenden County Regional Planning Commission	\$386,288.00	\$91,743.40	\$2,091.00	\$19,314.40	\$388,379.00
Lamoille County Regional Commission	\$206,745.00	\$49,101.94	\$2,091.00	\$10,337.25	\$208,836.00
Northwest Regional Planning Commission	\$254,083.00	\$60,344.71	\$2,091.00	\$12,704.15	\$256,174.00
Northeastern Vermont Development Association	\$337,720.00	\$80,208.50	\$2,091.00	\$16,886.00	\$339,811.00
Rutland Regional Planning Commission	\$270,739.00	\$64,300.51	\$2,091.00	\$13,536.95	\$272,830.00
Southern Windsor County Regional Planning Commission	\$197,485.00	\$46,902.69	\$2,091.00	\$9,874.25	\$199,576.00
Two Rivers-Ottauquechee Regional Commission	\$278,768.00	\$66,207.40	\$2,091.00	\$13,938.40	\$280,859.00
Windham Regional Commission	\$264,258.00	\$62,761.28	\$2,091.00	\$13,212.88	\$266,349.00

(End of Attachment B)

**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)

Appendix I

FY18 RPC/DHCD WORK PLAN

Results Based Accountability:

+ = How much was done? * = How well was it done? ✱ = Is anyone better off?

1. REGIONAL PLANNING

- **Maintain a current regional plan that at a minimum, meets statutory requirements and directs implementation.**
 - + **Yes/No** – Regional plan is in effect
 - * **Yes/No** – Regional plan update used the implementation template created in FY16 or used a similar implementation tool that defines tasks, assigns responsibility, and where applicable identifies the means, and indicates priority.
 - ✱ **Yes/No** – Did the RPC provide the Department of Housing and Community Development with a copy of the plan at least 30 days prior to the plan hearing as required by 24 V.S.A. §4348(c)
 - ✱ **Yes/No** – Does the RPC have a properly adopted plan approved by the delegates representing its member municipalities pursuant to the requirements of 24 V.S.A. § 4348 (f)02.

Needs Improvement: Regional Plan has expired.

- **Review Act 250 major applications (or potential applications) in relation to the regional plan.**
 - + # of major applications in region
 - + # of major applications reviewed
 - + # of those applications considered consistent with the regional plan
 - * % of Act 250 major applications that received review and comment
 - * **Type** of comments that were addressed during project application development or in permit condition are summarized in the mid-term and final reports, providing more detail about those involving substantive comment.
 - * % of applications considered consistent with the regional plan
 - ✱ **Yes/No** – RPC assisted the District Environmental Commission in determining a project's conformance with Act 250 requirements (24 V.S.A. § 4345a (13)).

Needs Improvement: Less than 80% of major applications reviewed, summary not completed or not completed as part of the final report.

REPORTING TABLE

Application Title	Criteria Addressed	Summarize Comments	Decision Issues? Yes/No	Comments Addressed? Yes/No	Explain (optional)

- **Review Section 248 applications with hearings (or potential applications) in relation to the regional plan.**
 - + # of applications with hearing in the region
 - + # of applications with hearing reviewed
 - + # of those applications considered consistent with the regional plan
 - * % of Section 248 applications with a hearing that received review and comment

- * **Type** of comments that were addressed during project application development or in permit condition are summarized in the mid-term and final reports, providing more detail about those involving substantive comment.
- * % of applications considered consistent with the regional plan
- ✱ **Yes/No** – RPC assisted the Public Service Board in determining a project’s conformance with Section 248 requirements 24 V.S.A. § 4345a (14).
- Needs Improvement:** Less than 80% of applications with hearings reviewed, summary not completed or not completed as part of the final report.

REPORTING TABLE

Application Title	Criteria Addressed	Summarize Comments	Decision Issues? Yes/No	Comments Addressed? Yes/No	Explain (optional)

2. MUNICIPAL PLANNING AND TECHNICAL ASSISTANCE

- a. **Review municipal plans as requested by municipalities.**
 - + # of municipal plan update or amendment approval requests received
 - + # of municipal plan approval requests reviewed and acted upon
 - * % of municipal plan reviews completed within statutory schedule (based on # of approvals requested)
 - * % of municipal plan approvals requested, acted upon by RPC
 - ✱ **Yes/No** – Municipalities in the region have an opportunity to receive a decision on regional plan approval in a timely manner in keeping with 24 V.S.A. § 4350 (b).
 - Needs Improvement:** Less than 80% of FY18 municipal plan reviews were completed within the statutory timeframe.
- b. **Conduct statutory consultations with municipalities with plans expiring within 12-24 months or twice within eight years and document results (FY18 schedule attached). Contact municipalities with plans expiring in FY19 and offer to assist with updating the plans to meet statutory requirements.**
 - + # of consultations completed
 - * # of municipalities incorporating consultation recommendations in plans adopted in FY18
 - * % of municipalities incorporating consultation recommendations in plans adopted in FY18
 - * % of statutory consultations completed on time (based on attached schedule)
 - ✱ **Yes/No** – Municipalities in the region received regular consultations in keeping with 24 V.S.A. § 4350 and have received information that supports effective local planning and implementation. incorporated RPC recommendations into plans.
 - Needs Improvement:** Less than 80% of FY18 consultations were completed as indicated on the FY18 consultation schedule.

REPORTING TABLE

Municipality due for consultation in FY18	Date of Consultation	Summarize Recommendations

- c. **Provide technical assistance to municipalities in the preparation and maintenance of plans, studies, bylaws, applications for designation and other implementation activities.** (For each task indicate the level of assistance provided.)

✚ # of municipalities that received technical assistance

* % of municipalities that received technical assistance

* Technical assistance provided to region's municipalities is documented in the individual RPC annual report (see item 5 below) and a supporting table included in the midterm and final grant report.

✳ **Yes/No** – Municipalities in the region received technical assistance in keeping with 24 V.S.A. § 4345a.

Needs Improvement: Less than 50% of municipalities receive assistance.

REPORTING TABLE (Sample – actual table to be agreed-upon by October 31, 2017)

Name of Municipality Receiving RPC Assistance	Municipal Plan	Bylaws	Other Plans and Studies (not listed)	Bridge and Culvert Inventory	Brownfield Assistance	Emergency Planning	Grant Writing	Economic Development	Mapping	Traffic Counts	Other	Explain (optional)

Response Types:

1-2 meetings with municipality

Served as consultant (service provider) on project

- d. **Work with DHCD to examine data for the region from the Flood Resilience checklist and provide input an update of the checklist.**

✚ **Yes/No** – Input on updating the checklist provided to DHCD

* **Yes/No** – Data from checklists for towns in the region are reviewed and evaluated

✳ **Yes/No** – DHCD receives RPC advice on improving the flood resilience checklist

Needs Improvement: Did not provide DHCD with input on updating the checklist.

3. REGIONAL TRAINING AND EDUCATION FOR MUNICIPALITIES

Provide training on 2 topic areas to promote statewide awareness [training topics TBD – for consideration: Housing (with DHCD) and Capital Improvement Planning (with DHCD, VTrans + ANR)]

✚ # of trainings held

✚ # of participants at each training

✚ # of municipalities represented

* % of municipalities attending training

* # of surveyed attendees rating the training useful

* % of surveyed attendees rating the training useful

* **Yes/No** – Trainings completed, surveys collected and summarized by 6/30/2018

✳ **Yes/No** – Municipalities in the region received training in keeping with 24 V.S.A. § 4345a (1), (2) and (7)

Needs Improvement: Less than one training on each of the two topics completed and surveys not documented in final report.

REPORTING TABLE

Training Module or Type	Location of Training	# participants	# surveys collected	# municipalities represented	% municipalities represented	# surveyed rating training useful	% surveyed rating training useful
Housing							
Capital Improvement Planning							
Other Trainings (optional)							

4. SUPPORT FOR STATEWIDE INITIATIVES

- a. **Partner on the Business, Agriculture, Historic and Cultural Damage Assessment On-line Information Collection – RPCs attend annual training and coordinate data collection with regional partners.**

✚ **Yes/No** – Attended Damage Assessment Training

✳ **Yes/No** – Completed damage assessment data collection as needed

✳ **Yes/No** – Damage assessment work completed for the region after a disaster to ensure consistent and collaborative data collection statewide to help businesses, farms and non-profits receive assistance after a disaster.

Needs Improvement: Did not participate in damage assessment training or data collection if needed.

- b. **Prepare shapefiles on the state register historic districts within the region for statewide use if not completed in FY17.**

✚ **Yes/No** – State Historic Register shapefiles produced and submitted to VCGI

✳ **Yes/No** – State Historic Register shapefiles produced, approved by DHP and submitted by 6/30/2018

✳ **Yes/No** – Historic district shapefiles available for statewide use.

Needs Improvement: Historic Register shapefiles not completed to DHP standards and submitted to VCGI by 6/30/18.

- c. **Support Statewide Property Parcel Mapping Program:**

✚ **#** of parcel program trainings held

✚ **#** of municipalities participating in training

✚ **#** of municipalities given support/answers re: parcel program outside informational meetings

✳ **%** of municipalities that participated in one or more parcel program information meetings

✳ **Yes/No** – municipalities had opportunities to learn about parcel mapping program.

Needs Improvement: Regional parcel mapping training not hosted.

- d. **Map all zoning districts in region for access through the Vermont Open Geodata Portal.**

✚ **Yes/No** – Shapefiles of zoning maps uploaded to portal

✳ **Yes/No** – Shapefiles produced on time and meet VCGI quality control review

✳ **Yes/No** – Zoning maps are available to all users statewide and can be updated as zoning maps are amended.

Needs Improvement: Did not produce maps/data on time or adequately.

5. CORE FUNCTIONS & IMPLEMENTATION ASSISTANCE

Work on statutory duties as determined by regional priorities. Report results in individual contract reporting and individual annual reports (use common reporting elements for consistency, e.g.: regional planning implementation projects/activities, municipal technical assistance, community and economic development, state designations, brownfields, disaster and resilience, housing, public health, emergency preparedness, transportation, water quality, energy, etc.).

+ # and type of municipal assistance provided (map)

+ # and type of major regional planning and implementation efforts

*** Yes/No** – Individual report of FY 17 Regional Plan implementation actions included in the annual report developed by 9/30/2017 [FY 18 report to be completed by 9/30/2018].

*** Yes/No** – Other measures as included in annual report

**** Yes/No** – Work of RPC is documented in a way that communicates statewide accomplishments of all RPCs.

Needs Improvement: Individual report of FY 17 Regional Plan implementation actions not completed by 9/30/2017.

Appendix II

CVRPC FY18 Schedule for Municipal Consultations

ACTIVITY: Conduct statutory consultations with municipalities with plans expiring within 12-24 months and document results. Contact municipalities with plans expiring in FY 19 and offer to assist with updating the plans to meet statutory requirements.

Municipality	Plan Expiration Date	Prior Consultation Date	Consultation Targeted for FY18? (y/n)	Notes
Barre City	06/17/2019	05/09/2013	Y	
Barre Town	05/01/2019	06/20/2012	Y	
Duxbury	10/27/2019	02/14/2013	Y	
Fayston	10/01/2019	05/07/2012	Y	
Northfield	09/09/2019	04/15/2013	Y	
Plainfield	02/10/2019	11/19/2012	Y	
Roxbury	06/01/2019	03/21/2013	Y	



MEMO

Date: July 7, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: FFY18 Transportation Planning Initiative Work Program and Budget Modification

I am requesting Executive Committee approval of revisions to the FFY18 TPI Work Program and Budget approved last week. The revisions are necessary to adjust for public engagement for contractor studies of intersections in East Montpelier and Orange.

The Work Program revision is to Task 5, Project Development Planning. It deletes reference to the Plainfield Bridge Archeological Assessment completed in 2016 and replaces it with “CVRPC anticipates completing multiple analysis and/or studies, such as the **East Montpelier and Orange Intersection Studies.**” The text in **bold** is the new text.

The budget revision converts \$6,000 of personnel costs to contractor studies for these projects. The conversion provides additional time for public engagement by continuing the FFY17 studies into FFY18.

Task	Task Description	Approved Amount	Revised Amount	% Change
Task 1	Program Administration	\$27,429	\$27,185	-1%
Task 2	Public Participation and Coordination	\$44,933	\$43,105	-4%
Task 3	Long Range Transportation Planning	\$31,397	\$29,343	-7%
Task 4	Short Range Transportation Planning	\$96,402	\$100,528	4%
Task 5	Project Development Planning	\$26,209	\$26,209	0%
Task 6	VOBCIT Technical Support	\$5,000	\$5,000	0%
Total		\$231,370	\$231,370	0%

CVRPC's FY18 organizational budget will be adjusted as well.



MEMO

Date: June 26, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: FY18 CVRPC Work Plan and Budget

I am requesting Executive Committee approval of CVRPC's FY18 Work Plan and Budget. Greater than normal detail is provided in this memo as background information for new Committee members.

WORK PLAN

Regional Planning Commission (RPC) Work Plans focus on program areas. All RPCs work in core program areas. The depth and breadth of that work and the addition of other program areas depends on the economic drivers and core values of a region and its residents.

CVRPC Program Areas

Transportation – CVRPC has a strong transportation program focused on the highway system and regional bicycle and pedestrian paths. Studies resulted in project implementation due to project choice and staff liaison with VTrans. Current staff is strengthening CVRPC's works in bicycle, pedestrian, rail, and air, and working to engage communities and the public in regional and state policy development.

Transportation resiliency is a high priority state policy area in which CVRPC is working to catch up. Significant implementation funding from Tropical Storm Irene is no longer available. CVRPC was a statewide leader in road erosion work, developing an award-winning road erosion inventory process that was refined by the State for use in the Municipal Roads General Permit.

Land Use – In the past 7-10 years, CVRPC has not been known for extensive local or regional land use work. The Regional Plan land use chapter has not been modernized to reflect current-day practices and the role of land use in achieving local and regional goals, such as economic prosperity,

community resilience, and tax rate stabilization. The Regional Plan would benefit from having the region's residents, communities, and Commissioners consider areas they wish to maintain, transform, and evolve.

Staff turnover has affected progress and service continuity. The Executive Committee requested staff stability as a primary focus for the organization. This requires:

- hiring staff with at least five years experience to address municipal service requests. Early career staff were being hired and asked to complete senior-level work.
- increasing communication, cross training staff, and encouraging staff to break down program area silos.
- modifying personnel policies and the evaluation process to increase the competitiveness of employee compensation and to highlight professional development expectations and growth opportunities within the organization.

Natural Resources - CVRPC's work focused on river stabilization and resiliency tools in the past ten years. Agriculture, forest integrity, and floodplain restoration have not been emphasized. Natural resource-based tourism and recreation, while a staple of the region's economy and a quality of life driver, have seen little effort from CVRPC. State and non-profit purchase of significant natural resources is occurring at a steady pace in Central Vermont. The region would benefit from placing its natural resource goals in the context of other goals, especially for the rural landscape.

Emergency Preparedness and Hazard Mitigation – CVRPC is a new player in this arena. Other RPCs have worked with VT Emergency Management to train municipal representatives, provide technical assistance, plan for natural disasters, and mitigate potential damages since the late 1990s. CVRPC did not begin work in this arena until 2013, and did not provide in-house staff services until 2014.

Tropical Storm Irene prompted CVRPC's natural resource response. Staff assisted towns to develop new data about rivers and their movements. RPCs have been working to assist towns to develop Local Hazard Mitigation Plans since 2003. Early plans focused on transportation needs to insure towns were eligible for Hazard Mitigation Grant Program (HMGP) funds. After Irene, towns used the plans to identify and plan for other needs too, and to qualify for a larger share of state matching funds under the Emergency Relief Assistance Fund (ERAF). CVRPC's assistance for plan development is strongly desired by towns. This work plan strongly supports that need. CVRPC has not provided extensive assistance to towns for project development and implementation, grant writing, or project management.

Community Development – Community development can encompass a wide assortment of efforts, including brownfields redevelopment, housing, energy planning, healthy communities, infrastructure development and project management, and economic development planning. It does not appear CVRPC focused much attention in this area historically. The Dept. of Health and Agency of Human Services have expressed a strong desire for CVRPC's entry into the healthy

communities' arena. DEC expressed a desire for a stronger brownfields effort – one that links property owners and developers to redevelopment assistance regardless of whether CVRPC has an open EPA grant.

Brownfields - Many RPCs have won multiple EPA brownfield grants, received DEC pass through funds for specific properties, and received pass through funds from other RPCs since 2003. CVRPC's program is still in its infancy with two brownfield grants awarded. Most properties are DEC referrals. CVRPC would benefit from maintaining staff stability in this area, and from assigning mid- to senior-level staff to the program. These staff are skilled in balancing competing needs and interests during the assessment and redevelopment.

Housing – Interfaith and homelessness partners expressed hope CVRPC would participate in the Barre and Montpelier initiative to address homelessness.

Healthy Communities – CVRPC developed a Regional Foods Systems Assessment in 2012 using funding from the VT Dept. of Health. Follow up work was not completed due to staff turnover. Changes to the health care industry model of operations – a funding model shifting to sustaining healthy habits – offer CVRPC a new arena for linking community needs to funding sources.

Infrastructure – Communities would benefit from CVRPC assistance to map and assess infrastructure (sidewalks, trails, water, wastewater, broadband, etc.) and to develop asset management plans for infrastructure. DEC has grants for water and wastewater system assessments and asset management plan development.

Municipal Contracts – RPCs typically assist municipalities to write or implement Municipal Planning Grants (MPG). CVRPC has reviewed, but not written, MPG applications in recent years. Central VT communities began working with outside contractors several years ago due to CVRPC staff instability. CVRPC has begun bidding on municipal RFPs to signal our interest in serving municipalities.

Fee for Services – Fee for Services historically involved only GIS services and financial services for two intermunicipal districts. Two years ago, the Executive Committee learned that CVRPC had the equivalent of leased employees. CVRPC provided wages and benefits, but it did not exercise an operational control over the employees. Written agreements for these services did not exist. Because the cost of these employees were billed back to their host organizations, the income and expenses were treated as pass through and were not reflected in CVRPC's budget or financials.

Earlier this year, CVRPC began exploring the implication of these services with the intent to develop written agreements. When the concept of "leased employees" was explored with the Commission's attorney and implications became clear, the Executive Committee elected to end leased employee and financial services by 12/31/17. CVRPC is working with the affected organizations to transition services. Two of the four anticipate transitioning by July 31.

BUDGET

RPC Finance 101

Activity Types - A Regional Planning Commission (RPC) budget reflects four types of activities:

- 1) *Annual Agreements with State Agencies* - Examples include Legislative funding for local and regional planning passed through ACCD, the VTrans Transportation Planning Initiative, DEMHS (now VEM) Emergency Planning Performance Grants, and ANR 604(b) Clean Water Act planning funds. Funding for these agreements is relatively steady each year. The agencies value RPC effectiveness in assisting them to implement state goals and requirements related to local and regional planning and education.
- 2) *Legislative or State Agency Direct Requests* – Examples include Clean Water agreements, Municipal Grants-In-Aid, Clean Water Block Grants, and local and regional energy planning. Funding for these awards may be one time or multi-year, and may be direct pass through or a competitive process. These projects/programs are distinguished from one-time grants/awards because RPCs have been requested to act as service provider by the Legislature or a State agency due to RPC knowledge of, and skill in meeting, municipal needs.
- 3) *One-Time Project Grants or Program Awards* – Examples include Brownfields, ERP grants, and Better Roads contracts. Funding for these projects and programs requires competitive grant applications. These projects match one-time municipal needs with funding sources or use the RPC as a regional service provider for programs in which a single municipality would not be competitive. The RPC serves as grant applicant and extends municipal staff capacity.
- 4) *Fee for Services* - Examples include leasing employees, financial or administrative services, project management (completing project-based work), and grant or program administration (assuring compliance with grant terms and conditions). CVRPC extends municipal capacity by offering a pool of professional staff that municipalities can borrow as needed. Our day-to-day working relationship builds an intimate knowledge of municipal needs and capacity across subject areas. Municipalities trust us to help them facilitate local relationships.

Reserve Fund - The structure of most federal and state agreements are actual-cost based up to a maximum limiting amount. This means the RPC can only recover the actual costs of services. It cannot charge “profit” like a private business can. DEC and some other state agencies have move toward performance-based agreements that reward completing products under budget. These types of agreements are thought to incent achieving the same product for less cost. These agreements offer some potential for generating a “profit”. Other than performance-based agreements, the potential for RPCs to build a reserve fund is limited to town appropriations.

Financing Services - RPCs must think at least 2-3 years ahead to position it to meet local, regional, and state needs. Grants applied for, or services agreed to, this year will result in work 6-24 months into the future. RPCs must foresee upcoming local needs and maintain awareness of state and federal program

and policy directions. RPCs must also balance requests for assistance to maintain short-term responsiveness and long-term viability.

Statewide Agreements - RPC's alternate program administration responsibilities for state-wide initiatives. The designated program administrator sub-contracts with the other RPCs and is responsible for overall reporting and liaison with the applicable state agency. In exchange, it receives a larger share of funds for this additional work. From a performance perspective, acting as statewide program administrator demonstrates an RPC's strength and builds positive relationships with state agencies.

Because statewide program administration can lead to a budget loss in that program (especially for new programs), the statewide administration role is rotated among RPCs in a fair-share relationship. CVRPC has never volunteered for this role; it must take its turn in the future. However, CVRPC should not act as statewide administrator until its reserve fund sufficiently covers two months operating costs and any anticipated contract loss, and until it's staff is sufficiently trained in contract administration and management.

Indirect Rate - All expenses for RPCs are classified as either "direct" or "indirect" expenses.

Direct – Project or program specific costs associated with a specific agreement or contract. The majority of RPC expenses are direct costs.

Indirect – Shared, organization-wide costs that cannot be directly tied to a specific project or program (rent, telephone, office insurance). In the private world, these costs are known as "overhead". CVRPC designates these expenses as a "project" called "Admin" to facilitate tracking.

Indirect expenses are recovered using an indirect rate charged against salary and benefits. The rate reflects the ratio of direct wages and benefits to eligible indirect costs based on an annual audit. The rate is applied two years in the future (FY17 audited rate will be used for FY19 projects). The 2-year delay in recouping costs can affect cash flow. Federal regulations mandate that some indirect costs are not eligible for recoupment. Examples include lobbying and gifts.

Revenues

Brownfields – CVRPC will transfer funds from the contractor category to personnel in FY18. The EPA Project Officer will approve this administrative amendment. ACCD funds are leveraged to cover indirect (overhead) costs for brownfields planning activities.

Regional Energy Planning – Work for this product-based agreement was front loaded for FY17, and payments were back loaded for FY18. The result is a "loss" in FY17, and a "profit" in FY18.

Local Energy Planning – Also product-based loss/profit agreements. The Legislature initially agreed to a 3-year effort to assist municipalities; however, funds must be approved each year.

Better Roads – In FY17, VTrans sought approval from municipalities to contract directly with RPCs if the municipality proposed to use the RPCs services. This provided administrative efficiencies for all parties. An oversight this year resulted in individual contracts with municipalities, who then contracted with CVRPC.

Clean Water Block Grant – RPCs were awarded \$1.5 million in project and program administration funds last week. An additional \$500,000 could be awarded if the first \$1.5 M works successfully.

Individual RPCs may be awarded project administration funds if design and construction projects in their region are awarded funds. This will be determined in the next two months.

Forest Integrity – CVRPC partnered with FPR on a 3-year grant to develop state maps and model materials for the Chapter 117 forest integrity requirements. USFS has stated it will award the first 22 ranked projects funds; the FPR/CVRPC application was ranked #21. CVRPC's role will be to participate in the project steering committee (year 1) and to work with Cabot, Marshfield, and Plainfield to address Chapter 117 requirements (year 2-3). CVRPC may also work with Lamoille RPC, Waterbury, and Stowe on a cross-regional initiative as funds and timing allow.

HMGP Mega – The original application and award for this agreement included completing eight local hazard mitigation plans. During the contracting process, FEMA Region 1 began disallowing reimbursement of indirect costs. CVRPC covered these costs for the initial eight communities. In exchange, DEMHS (not VEM) agreed to cover the agreement's 25% match provided RPC's worked to leverage in-kind local match.

Approximately half the original award will remain once the plans are complete. After consultation with VEM and eight new communities, CVRPC has requested a scope of work amendment to complete an additional eight local hazard mitigation plans. The eight new communities agreed to provide \$3,000 each in cash and/or in-kind services over two years. CVRPC's indirect cost is ~\$7,000-9,000 per community. ACCD funds are leveraged for these planning activities.

HMGP Mega Towns- This represents the anticipated first year cash contribution from towns. CVRPC will sign a Memorandum of Understanding with each town prior to beginning work and will invoice towns for cash match prior to the end of the towns' fiscal year.

EMPG FFY16 – This annual agreement was restructured by VEM in FFY16 from a technical assistance service agreement to a competitive agreement. CVRPC received the maximum award of \$50,000.

EMPG FFY17 – CVRPC under spent its FFY15 grant due to staffing limitations, and may under spend its FFY16 grant. If this occurs, it is likely CVRPC will receive a conservative award for FFY17.

Town Appropriations – CVRPC sets a per capita assessment rate annually. Staff will recommend a rate increase this fall (for FY19) and the eventual development of a policy for regular adjustments that provide predictability for municipalities.

ACCD – Provides direct local and regional planning services, and used to leverage additional planning activities. Generally, CVRPC leverages less than one third (33%) of total available funds. For FY18, it will leverage 38%.

ACCD FY17 Carry Forward – Due to staff illness and position vacancy, CVRPC under spent its FY17 allocation by ~\$45,000 and will submit a plan for expending those funds in FY18. Because the funds have been received but not expended, they are not considered revenue for FY18. CVRPC will show these funds as a liability on its Balance Sheet until they are expended.

Class IV Road Demonstration – DEC released a competitive solicitation for Class IV Road demonstration projects. The project includes implementing BMPs for the MRGP, which must be maintained into the future. Due to an extremely short turnaround, CVRPC advertised the program to all municipalities, and recruited a few who had projects that might suit the solicitation. Calais was

very receptive, asking CVRPC to be the applicant due to a requirement for outreach and training on the demonstration project. CVRPC utilized the RPC network to leverage statewide training and was awarded the contract. Contract negotiations are in progress. The contract approval is expected to be on the Executive Committee's August agenda.

Municipal Grants In Aid – Due to the large number of Clean Water contracts and a state limitation on adding staff, ANR is exploring alternatives for program administration of Clean Water funds. ANR requested RPC assistance to administer Grants In Aid to municipalities because of RPC's unique relationship with municipalities and extensive experience managing grants. Each RPC has been guaranteed \$3,200 in base funding for program administration plus additional program management funds for each participating town in its region. To date, 17 of Central Vermont's 23 municipalities have committed to participating in the program. The current budget incorporates modest funds. Allocations will be developed in the next month. CVRPC's final allocation is expected to be larger than currently budgeted.

Expenses

Expense amounts can vary significantly from year to year based on the type and number of agreements in place.

Contractors – Costs fluctuated substantially due to project mix. CVRPC will have contractors for transportation planning and project implementation, stormwater planning, brownfield assessments, and a river corridor plan.

Equipment – CVRPC will replace its server this year in accordance with its equipment replacement plan.

Fringe Benefits – CVRPC benefits for leased employees will end this year. BCBSVT requested a 12.7% premium increase. Dental premiums increased by 2% for FY18. Dental premiums have been stable for three years.

Meetings/Programs – CVRPC celebrates its 50th anniversary this year. A formal celebration/dinner is included in the budget.

Payroll - Leased employee services will end this year.

Professional Services – Increased for server installation and accounting coaching to modernize the financial system. CVRPC anticipates expending more than \$750,000 in federal funds in FY18, and the budget includes a Single Audit. Staff will be releasing an Request for Proposals for IT services in FY18, which may result in decreased annual cost in this area.

Reserves – CVRPC will contribute to its reserve fund in accordance with its 5-year strategic goals.

Supplies (Office) – CVRPC delayed purchase of a new computer for the Emergency Management Planner in FY17 due to cash flow challenges. The computer is included in the FY18 budget. Federal regulations classify equipment valued at less than \$5,000, regardless of useful life, as supplies. While this cost was originally budgeted as a direct cost to the EMPG program, the EM Planner also works on other contracts. Federal regulations require the cost be classified as an indirect cost.

Acronyms

604B – Section 604B of the Federal Clean Water Act provides funds for clean water planning

ACCD – Agency of Commerce and Community Development

BCRC – Bennington County Regional Commission

BMP – Best Management Practice

CCRPC – Chittenden County Regional Planning Commission

Chapter 117 – State act guiding municipal and regional planning requirements

COBRA – Federal act related to maintaining health insurance coverage

CY – Calendar Year. The fiscal year of some municipalities follow the calendar, January 1–December 31.

DEC – Department of Environmental Conservation

DEMHS – Department of Emergency Management and Homeland Security (now VEM)

DPS – Department of Public Service

EPA – US Environmental Protection Agency

ERP – Ecosystem Restoration Program (a clean water initiative grant)

FPR – Department of Forests, Parks, and Recreation

FY – Fiscal Year. CVRPC and State's are July 1–June 30. Some municipalities follow this cycle.

FFY – Federal Fiscal Year. October 1–September 30.

HMGP – Hazard Mitigation Grant Program

MPG – Municipal Planning Grant

MRGP – Municipal Roads General Permit

NRPC – Northwest Regional Planning Commission

USFS – United State Forest Service

VEM – Vermont Emergency Management (formerly DEMHS)

VIPER – Vermont act extends federal COBRA coverage requirements to employers with 20 employees or fewer

VTrans – Vermont Agency of Transportation



FY 2018 Work Plan

Introduction

The Central Vermont Regional Planning Commission (CVRPC) leverages the power of people working together to assist its member municipalities in providing effective local government and to address regional issues. CVRPC's professional, skilled staff expands local capacity and works to link local, state, and federal visions for the future. This Work Plan is CVRPC's annual statement of planned activities.

CVRPC is one of eleven Commissions in Vermont. CVRPC operates under the Vermont Municipal and Regional Planning and Development Act (V.S.A. Title 24, Chapter 117) and its adopted bylaws. All municipalities, by law, are members. Active municipal participation in CVRPC affairs is voluntary.

The Central Vermont Regional Planning Commission Board of Commissioners governs its policies and activities. Each of Region's 23 municipalities appoints one Commissioner and an Alternate.

In FY 18, CVRPC will participate in or manage programs of importance to municipalities, the region and the state. Specific grants, as noted, generally fund these programs, but they are coordinated across programs. Through this integrated, comprehensive approach, CVRPC will positively impact the following outcomes:

- ❖ Municipal permitting is predictable and effective.
- ❖ Vermont is prepared for local, regional or statewide emergencies.
- ❖ Transportation systems are planned effectively with local, regional, and state consideration of economic, environmental, and community impact.
- ❖ Brownfield sites are assessed and cleaned up, creating and preserving jobs and housing and providing public benefit.
- ❖ Vermont has access to sufficient energy resources and plans for new generation, efficiency, and conservation to support community and economic development.
- ❖ Infrastructure is planned and coordinated to meet the needs of the local and regional economy.
- ❖ Community and economic development are coordinated within and across regions to maximize public resources and ensure strong vibrant communities.
- ❖ Vermont's land use laws are implemented.
- ❖ Vermont's working landscape is used effectively for community and economic benefit, water quality is improved, and environmentally sensitive areas are protected.

Budget, Staffing, and Administration

The FY 18 CVRPC Budget Summary reflects an anticipated increase in revenue for the coming fiscal year largely due to an increase in projects with contractor services, the administration and implementation of clean water programs, and continued funding for local energy planning. Revenues that support operations are level funded.

Legislative funding passed through the Agency of Commerce and Community Development (ACCD) is level funded from FY 17. The funds are distributed based on a formula, and CVRPC's share decreased based on the region's rate of growth in proportion to other areas of the state. CVRPC expects to continue to utilize these funds to help our work under the region's municipal assistance program. This funding provides match as required under our agreements with the Vermont Agency of Transportation and Vermont Emergency Management and supports our Brownfields and Local Hazard Mitigation planning assistance program.

Transportation planning funds are expected to be level for the contract period beginning October 1, 2017. Due to spending schedules in FY17, transportation shows as a budget increase in FY 18. CVRPC also received a one-time grant to demonstrate best management practices on Class IV roads and will administer a Municipal Grants In Aid and Clean Water Block Grant programs along with other RPCs. Public Safety funding increased due to the spending schedule for the Emergency Management Performance Grant and a scope modification to assist eight additional communities with Local Hazard Mitigation Plans. VANR funding is increased due to delays in state contracting that pushed multiple FY 17 projects into FY 18. Better Roads assessments will be direct contracts with municipalities rather than VTrans in FY 18. CVRPC will continue to pursue additional sources of funding for program support and implementation as needed.

Increases in expense line items are related to the program and project changes noted above. Overhead costs will increase in FY 18 due to replacement of CVRPC's server, delayed purchase of a staff computer from FY 17, and contracted assistance to modernize CVRPC's financial management system. Changes to payroll and fringe benefits reflect staffing changes, primarily CVRPC's decision to end leased employee services to the Mad River Valley Planning District and the Cross Vermont Trail.

Reserve funds are allocated for operating funds and long-term, equipment, and accrued compensated absences reserves. CVRPC's reserve funds were depleted substantially over the past 10 years. A 10-year replenishment plan is being initiated in FY 18. The Commission has established a four-year plan for equipment and software upgrades and replacement. Anticipated needs for FY 18 are based on that plan and are included in the budget's equipment/furniture and office supplies line items. A change in federal regulations designated items costing less than \$5,000, regardless of useful life, as supplies.

Staffing in FY 18 will include 10.5 employees: the Executive Director, Finance & Office Manager, Program Manager, Senior Planners (3), Planners (2), and Leased Employees (2.5). Leased Employees are being transitioned away from CVRPC in FY 18. Two summer Planning Technicians will assist with transportation field work. During this year, the Commission may look towards additional assistance through seasonal interns (Planning Technicians), school to work programs, and temporary or full time staff as needed. CVRPC will hire contractors to assist with technical projects.

Work Program Highlights

Local and Regional Planning – The Agency of Commerce and Community Development (ACCD) ACCD provides state oversight for CVRPC's core funding from the municipal and regional planning fund. In accordance with state statute, a portion of property transfer taxes collected each year is passed through this fund to provide financial support for regional planning commissions and the municipal planning grant program. This funding supports CVRPC basic operations and local and regional planning, and leverages work for several other programs including transportation planning, emergency preparedness, and brownfield revitalization. In FY 18, CVRPC will strengthen its local technical assistance program, host planning and zoning roundtables, engage in policy issues important to the region and state, and complete the regional plan update. CVRPC provides technical assistance to municipalities upon request. Municipalities can receive up to 12 hours of free GIS assistance through this program annually.

Vermont Agency of Transportation (VTrans) - CVRPC staff works closely with the Transportation Advisory Committee and the Vermont Agency of Transportation regarding regional transportation needs through an effort called the Transportation Planning Initiative (TPI). Because the TPI program follows a different fiscal year than the CVRPC, CVRPC will operate under the FFY 17 work program adopted by the Executive Committee until September 30, 2017. A specific FFY 18 work program required by VTrans will be presented to the Committee for consideration.

CVRPC staff continues assistance to municipalities in preparation for the Municipal Roads General Permit (MRGP). The Permit activates in 2018. CVRPC will complete road erosion assessments and culvert inventories for 11 of 23 municipalities in FY 18. Staff will also assist the majority to develop transportation capital budgets. This work is funded through the TPI and the Better Roads program.

Public Safety - Through funding from Vermont Department of Emergency Management and Homeland Security (DEMHS), CVRPC will assist communities, the region and the state with coordinated all-hazard emergency planning and preparedness. In FY 18, CVRPC will:

- ❖ complete Local Emergency Operations, Hazard Mitigation and Continuity of Operations Plans.
- ❖ provide education and training for local officials and the general public.
- ❖ coordinate and participate in state and local public safety exercises and drills.
- ❖ provide staff support to the Central Vermont Local Emergency Planning Committee (LEPC#5).
- ❖ assist interested municipalities with meeting requirements under the Emergency Relief Assistance Fund (ERAF) rules.
- ❖ host National Flood Insurance Program trainings for local floodplain administrators.

Water Resources Planning and Implementation - Reinforcing its mission, in FY 17 CVRPC assisted three municipalities to manage stormwater on a watershed basis through joint stormwater master planning. CVRPC will expand this effort in FY18 with additional two stormwater plans and forest integrity planning for the upper Winooski watershed. Following three successful projects, Northfield will continue utilizing CVRPC as a knowledgeable, local project manager for a stormwater implementation project in FY 18. CVRPC continues to increase our work assisting the state and our municipalities with implementation of Act 64, the Clean Water Act. In addition, projects in FY 18 will include:

- ❖ participate in development of a Tactical Basin Plan for the Winooski River watershed.
- ❖ provide assistance to local municipalities and watershed organizations to identify and protect water resources via town planning, land use regulation and project implementation.

- ❖ continue support to the Mad River Ridge to River stormwater team to implement municipal land use activities and transportation projects.
- ❖ continue work with stormwater master plan towns to implement plan recommendations.
- ❖ facilitate the transition of river corridor regulations in up to nine communities from interim to permanent status so the municipalities can maintain their ERAF status.
- ❖ coordinate water quality work with transportation and emergency planning efforts, including workshops for road crews and outreach related to fluvial erosion hazards and flood mitigation.

Brownfields - The CVRPC Brownfields program leverages EPA assessment grant funds to support public, private, and non-profit development and green space projects. The program administration is also supported by state planning (ACCD) funds. A program Steering Committee works with CVRPC to select sites that may benefit from environmental assessments, fund those assessments, carry out public outreach, and, if necessary, create plans for how sites can be cleaned up and redeveloped for reuse. Program priorities for FY 18 include:

- ❖ assisting Woodbury with a FEMA-funded buyout and floodplain restoration project,
- ❖ implementing Barre's downtown redevelopment initiative through multiple site assessments,
- ❖ supporting a business expansion in Barre,
- ❖ enhancing safety for children at a new playground in Montpelier; and
- ❖ targeting up to three new sites for assessment of petroleum issues.

Local and Regional Energy Planning – CVRPC continues its work to build a regional energy plan and to support municipalities in the development of local energy plans. Much of the regional work will focus on public engagement on the draft plan and incorporating the plan language into Plan Central Vermont. In 2016, the Legislature made a three-year commitment to provide regional planning commissions with annual funding for local energy plan development. CVRPC provided data and mapping that meets state requirements to all municipalities in FY17 and provided custom assistance to four municipalities. In FY 18, it will support plan development in at least three additional municipalities.

Fee for Service – CVRPC provides administrative, fiscal, Geographic Information System (GIS), and project management services on a fee-for-service basis to intermunicipal districts and non-profits. CVRPC provides payroll services and staff support to the Wrightsville Beach Recreation District, leased employee and bookkeeping services to the Mad River Valley Planning District, bookkeeping services to the Mad River Resource Management Alliance, leased employee services to the Cross Vermont Trail, and fiscal agent services for Local Emergency Planning Committee #5. For FY 18, CVRPC has chosen to end leased employee and bookkeeping services to focus on its core planning services.

Member municipalities, non-profit partners, and private individuals use CVRPC's GIS services. GIS mapping analysis helps our partners understand and visualize data to make informed decisions. Municipalities receive up to 12 hours of GIS services free of charge annually.

CVRPC's project management services provide municipalities with flexible staffing for grant administration, program management, and project implementation. Our staff is experienced in a variety of programs, including Community Development Block Grants (CDBG), Ecosystem Restoration grants, and transportation grants.

CVRPC welcomes requests for assistance throughout the year. Requests are filled on a first come, first served basis.

**Central Vermont Regional Planning Commission
FY18 Budget**

Adopted by the Executive Committee ____ / ____ / ____

Juliana Potter, Chair

Line		03.06.17	07.05.17	FY17-FY18		Budget Change Notes
		FY 17 Budget*	FY 18 Budget	FY17-FY18 Difference	Percent Change	
1	REVENUES	1,365,447	1,700,457	335,010	24.5%	Primarily contractor pass through
2	Community Development	172,250	344,480	172,230	100.0%	FY17 accruals & brownfields pass through
3	Fee for Service	181,606	25,143	(156,463)	-	Decreased for leased employee & admin/finance services end
4	Interest	10	10	0	-	
5	Municipal Contracts	24,849	35,437	10,588	42.6%	Increase for Better Roads grants
6	Natural Resources	265,335	431,743	166,408	62.7%	New contracts
7	Other Income	3,454	0	(3,454)	-100.0%	Varies by year
8	Public Safety	173,528	112,660	(60,868)	-35.1%	FY17 carryforward & anticipated EMPG reduction
9	Regional Planning Funds (ACCD	271,550	269,585	(1,965)	-0.7%	Formula allocation; other regions growing faster than Central VT
10	Town Appropriations	71,537	71,537	0	0.0%	
11	Transportation	201,328	409,864	208,536	103.6%	Increase for Class IV road grant, Grants In Aid & FY17 carryforward
12	Reserves	0	0	0	-	
		FY 17 Budget	FY 18 Budget	FY17-FY18 Difference	Percent Change	Budget Change Notes
	EXPENSES	1,365,426	1,697,572	332,146	24.3%	Primarily contractor pass through
13	Advertising	700	2,210	1,510	-	
14	Contractors	389,848	797,085	407,237	104.5%	Increased for new grants; adjusted for existing grant actuals
15	Copy/Print	6,075	6,200	125	2.1%	
16	Dues/Memberships	10,167	10,635	468	4.6%	
17	Equipment / Furniture	0	20,000	20,000	-	Server purchase based on equipment replacement plan
18	Equipment Repair/Srv	1,070	450	(620)	-	
19	Fringe Benefits	216,271	202,183	(14,088)	-6.5%	Decreased for leased employee service end
20	Insurance	1,517	1,510	(7)	-0.5%	
21	Interest	10	50	40	-	
22	Line of Credit	0	150	150	-	Annual fee
23	Meeting/Programs	12,064	12,629	565	4.7%	
24	Office Rent/Util/Repair	43,054	42,929	(125)	-0.3%	
25	Other Expense	3,650	500	(3,150)	-86.3%	Varies by year
26	Payroll	603,506	485,569	(117,937)	-19.5%	Decreased for leased employee services end; increase for 2nd summer intern
27	Postage	1,900	2,600	700	36.8%	Increased for Regional Plan completion
28	Professional Services	25,775	36,205	10,430	40.5%	Increased for server installation & financial system modernization
29	Reserve Contribution	0	20,000	20,000	-	Based on 5-year goals
30	Software / Licenses	7,381	7,038	(343)	-4.6%	
31	Subscriptions / Publications	541	212	(330)	-	
32	Supplies - Office	7,820	7,380	(440)	-5.6%	
33	Supplies - Billable	7,927	9,026	1,099	-	Based on project mix
34	Telephone / Internet	6,509	6,812	303	4.7%	
35	Travel	19,641	26,200	6,559	33.4%	Based on project mix
36	BAL END	21	2,885	2,864		

*Revenues for leased employees & admin/finance services recategorized for comparison

Central Vermont Regional Planning Commission

FY18 Budget

As of 07/05/17

Revenues	\$1,700,457
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Community Development		\$344,480
EPA Brownfields FFY15	\$299,780	274,323 contractor pass through for assessments
BCRC Regional Energy Planning	\$20,000	Outreach/engagement and final plan
NRPC Local Energy Planning FY17	\$11,800	Waterbury Town/Village, E. Montpelier, Barre Town
NRPC Local Energy Planning FY18	\$12,900	3 new communities
Fee for Service		\$25,143
Mad River Valley Planning District Bookkeeping	\$396	Anticipate July 31 end
Mad River Valley Planning District Leased Employees	\$12,923	Billed back to MRVPD; anticipate July 31 end
Wrightville Beach Recreation District Bookkeeping	\$1,300	Anticipate December 31 end
Cross Vermont Trail Leased Employees	\$9,424	Billed back to Cross VT Trail; anticipate December 31 end
Municipal GIS Mapping	\$1,000	
Non-Profit/Regional Partner GIS Mapping	\$0	
Private GIS Mapping	\$100	
Interest		\$10
Municipal Contracts		\$35,437
Barre Town Manhole	\$0	Anticipate June 30, 2017 end
Better Roads FY18 - Calais	\$6,524	
Better Roads FY18 - East Montpelier	\$8,000	
Better Roads FY18 - Fayston	\$4,653	
Better Roads FY18 - Northfield	\$6,300	
Better Roads FY18 - Orange	\$3,375	
Better Roads FY18 - Williamstown	\$3,150	
Better Roads FY18 - Woodbury	\$1,050	
Better Roads FY18 - Worcester	\$2,385	
contt	\$0	May be added at mid-year adjustment
Natural Resources		\$431,743
FFY17 604B	\$1,800	Awaiting ANR approval of ACRPC/CVRPC subaward
FY17 Clean Water Act Outreach	\$3,760	
FY18 Clean Water Act Outreach	\$16,900	Estimated 50% FY17 award
FY16 ERP 3-Town Stormwater Masterplan	\$41,565	Barre Town, Barre City & Plainfield; 21,478 contractor pass through
FY17 ERP Berlin Stormwater Masterplan	\$26,525	21,478 contractor pass through
FY17 ERP Moretown Mad River Corridor Plan	\$26,878	25,150 contractor pass through
FY17 ERP Northfield Water Street Stormwater	\$173,785	166,431 contractor/town pass through
FY17 Mad-Kingbury Stormwater Masterplan	\$140,530	Two joint plans: East Montpelier, Calais, Woodbury & Duxbury, Moretown, Fayston, Waitsfield, Warren; 133,235 contractor pass through
CCRPC Clean Water Block Grant	\$0	\$1.5 M awarded to RPCs; 10% program administration funds; specific RPC amount TBD
FPR Forest Integrity	\$0	USFS award anticipated (per FPR); 3-year grant
Other Income		\$0
Workers Compensation Refund		Anticipated due to reduced payroll in 2016
Health Insurance Premium Reimbursement		G.Aloisio COBRA/VIPER

Central Vermont Regional Planning Commission

FY18 Budget

As of 07/05/17

Revenues \$1,700,457

Public Safety		\$112,660
VEM Emergency Mangmt Planning Grant (EMPG) FFY 16	\$25,450	
VEM Emergency Mangmt Planning Grant (EMPG) FFY 17	\$18,750	Estimated 75% FFY16 award
Local Emergency Planning Committee (LEPC)	\$4,000	Administrative services, including expenses
VEM HMGP Mega	\$60,000	Added 8 new Local Hazard Mitigation Plans to scope of work
VEM HMGP Mega Administration	\$960	
VEM HMGP Mega Town Contribution	\$3,500	Estimated year 1 town commitment
Regional Planning Funds (ACCD)		\$269,585
Town Appropriations		\$71,537
Transportation		\$409,864
VTrans Transportation Planning Initiative (TPI) FFY17	\$119,206	45,000 contractor pass through for study
VTrans Transportation Planning Initiative (TPI) FFY18	\$146,363	Maintain FFY17 award amount; VTCulverts reduced 50%; final year for VTCulverts coaching
VTrans Better Roads FY17 - Montpelier	\$8,000	Road erosion & culvert inventory and 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; anticipate completion
DEC Class IV Road Demonstration	\$113,000	100,000 town pass through for construction
NRPC Municipal Grant In Aid	\$18,700	Program administration, and municipal outreach & assistance for MRGP BMP implementation

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

Central Vermont Regional Planning Commission

FY18 Budget

As of 07/05/17

Total Expenses \$1,697,572

Advertising		\$2,210
Administrative	0	
ACCD	1,040	Regional Plan & up to 11 Municipal Plan approval hearings
Community Development	250	
Municipal	0	
Natural Resources	400	
Public Safety	160	Annual flood insurance awareness & annual ads
Transportation	360	
Contractors		\$797,085
Admin	0	
ACCD	0	
Brownfields	274,323	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	166,431	Stormwater installation
FY16 ERP Berlin Stormwater Masterplan	21,478	
FY17 ERP Moretown Mad River Corridor Plan	25,150	
FY17 ERP Mad-Kingsbury Stormwater Masterplan	133,225	Warren, Waitsfield, Fayston, Duxbury, Moretown & East Montpelier, Calais, Woodbury
FFY17 Transportation Planning Initiative (TPI)	55,000	
DEC Calais Class IV Roads	100,000	Pass through to Towns for project construction
Clean Water Block Grant Implementation	0	To be determined
Copy / Print		\$6,200
Lease	5,250	Billable estimate 4320
Color Copies	850	
Property Tax	100	
Dues / Memberships / Sponsorships		\$10,635
VAPDA	6,050	Annual Dues 4550; special project assessment 500; CVRPC participation in multi-RPC activities 1000
VT League of Cities & Towns	835	
Nat'l Assoc. of Development Orgs	2,000	
Assoc. of State Floodplain Managers	100	Certified Floodplain Manager
VT Planners Assoc.	150	7 staff
American Planning Association	0	Salary based
Conference/Workshop Sponsorships	1,500	Housing data portal 1000; conference sponsorship 500
Equipment / Furniture		\$20,000
Capital: Non-Billable	20,000	Server replacement
Capital: Billable	0	
Office Furniture	0	
Office Equipment	0	
Other	0	
Equipment Repair & Service		\$450
Telephone System	150	
Repair & Service	300	Traffic counter repair

Central Vermont Regional Planning Commission

FY18 Budget

As of 07/05/17

Total Expenses		\$1,697,572
Fringe Benefits		\$202,183
FICA	35,723	Medicaid & Social Security taxes
Health Ins.	120,568	12.7% premium increase requested by BCBSVT for CY18
Dental Ins.	8,442	2% premium increase confirmed
Vision Ins.	0	Not provided
Retirement	23,348	5% of wages
Disability Ins.	920	
Life Ins.	4,972	
Unemployment Ins.	1,510	
Workers Comp Ins.	2,600	Fluxuates between \$2400-\$2600 annually
MRVPD Leased Employee Fringe	3,440	All benefits
Cross Vermont Trail Leased Employee Fringe	660	FICA only
Insurance		\$1,510
General Liability (Property/Vehicle/Fire)	1,510	Policy includes Public Officials Liability
Interest		\$50
Line of Credit		\$150
Annual Fee	150	
Debt Repayment	0	Debt not anticipated
Interest	0	
Meeting / Programs		\$12,629
Admin	2,500	50th celebration 1500; NADO Policy Conf 500
ACCD	6,500	700 workshops/forums; 800 Commission mtgs; prof dev
Energy Planning	750	
Brownfields	500	In-state trainings, national conference
Municipal	0	
Natural Resources	149	Winooski Basin Plan meetings
Public Safety	610	LEPC 500; floodplain administrator training
Transportation	1,620	TAC & project mtgs
Office Rent / Utilities / Repairs		\$42,929
Rent	41,059	Lease through 09/30/2020; 1-year notice
Office Cleaning	1,820	70/bi-weekly
Repairs & Other Maintenance	50	
Other Expense		\$500
Miscellaneous	300	Gifts, non-billable fees, etc.
Interest & Fees	100	
Bad Debt	100	

Central Vermont Regional Planning Commission

FY18 Budget

As of 07/05/17

Total Expenses		\$1,697,572
Payroll		\$485,569
Gross Pay	463,563	8 FTE plus 2 interns; includes raises & bonuses
Comp Time	3,402	Included in Personnel Policies; adapted ED position 2017
Overtime	0	Non-exempt employee
	9,432	MRVPD Leased Employees
	8,625	Cross VT Trail Leased Employees
	546	Payroll direct deposit fees
Postage		\$2,600
Postage Machine	875	175/qtr meter lease
Machine Postage	1,500	1000/year unless Regional Plan work
Billable Postage	225	ACCD 200
Professional Services		\$36,205
Audit	12,000	Single Audit anticipated
Accounting Coaching	9,600	8 hours per month for 10 months
Benefits Administration	250	Section 125 Cafeteria Plan
Employee Assistance Program	0	
IT/Computer	10,530	Base 4980, Problems 550, Server install 5000
Legal	1,900	3000 Personnel & benefits; 600 Brownfield; 1000 other
Staff Training	0	
Videography	1,925	175/mo for Commission meetings
Reserve Contribution		\$20,000
General	20,000	
Equipment/Capital	0	
Office Renovation	0	
Software / Licences / IT Subscriptions		\$7,038
ESRI GIS License	3,600	1600 single; 1500 concurrent; 500 Spatial Analyst
Intuit Quickbooks Pro	390	1-yr QB payroll module; 3-year annual license due 2020
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	600	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

Central Vermont Regional Planning Commission

FY18 Budget

As of 07/05/17

Total Expenses		\$1,697,572
Subscriptions		\$212
Times Argus	190	e-subscription
Valley Reporter	22	e-subscription
Front Porch Forum	0	Allows postings to 23 forums in the region (outreach tool)
Supplies - Office		\$7,380
General Office	3,500	
Equipment	2,230	Laptop & monitor 1@2230 (EM)
GIS	1,000	
Bottled Water	650	
Office Furniture	0	
Supplies - Billable		\$9,026
ACCD	150	
Municipal	0	
Community Development	320	
Public Safety	56	
Natural Resources	400	
Transportation	8,100	Field supplies 1100; Bicycle counter 7000
Telephone / Internet		\$6,812
Telephone Lease/Service	4,820	
Internet Service	1,392	
Tablet Data Plan	600	For GPS accuracy during field work
Travel		\$26,200
Administrative	4,000	VAPDA & other mtgs
ACCD	6,500	Municipal & State meetings; professional development
Community Development	3,128	Brownfields trainings/site visits/conference; energy regional outreach & local plans
Municipal	1,550	Municipal contract meetings
Natural Resources	1,249	Meetings
Public Safety	3,335	Site visits, meetings, CFM continuing education requirement
Transportation	6,438	TPI 5250; Better Roads Inventories 450

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Reserve Fund

As of 07/05/17

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; and
- to ensure sufficient funding to close down, should that ever be the case.

Recommendation: 6 months minimum operating expenses*
\$409,510.17

Current Reserves: **\$11,186**
 \$11,186 Unrestricted/Unassigned - general reserves
 \$0 Unrestricted/Committed - emergency equipment purchases & other
 \$0 capital expenses
 \$0 Unrestricted/Committed - accrued compensated absences (liability for
 Vacation, Sick, and Compensatory Time)

Balance (+/-): (\$398,324)

Minimum Monthly Expenses:

Total \$68,252

Equipment	\$1,667
Fringe Benefits	\$16,507
Insurance	\$126
Office Rent/Utilities	\$3,577
Other Expense	\$42
Payroll	\$38,630
Postage	\$217
Printing/Copies	\$517
Prof Services	\$3,017
Software (licenses)	\$586
Supplies Office	\$615
Telephone/Internet	\$568
Travel	\$2,183

Recommendations

1. During this year, contribute \$20,000 to existing reserves.
2. Recommended set aside should be reviewed at mid-year and adjusted as needed.