



EXECUTIVE COMMITTEE

October 2, 2017

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

Page	AGENDA
	4:00¹ Adjustments to the Agenda
	Public Comment
	4:05 Consent Items (enclosed)²
2	a) Meeting Minutes – September 5 and September 12, 2017
	4:10 Financial Report
6	4:15 Contract/Agreement Authorization (enclosed)²
9	a) High Meadows Fund – Winooski Headwaters Resilience
15	b) Agency of Transportation – FFY18 Transportation Planning Initiative
42	4:25 FY18 Budget Adjustment (enclosed)²
	4:35 Leased Employee and Administrative Services
	a) Cross Vermont Trail Association - discussion
	b) Central Vermont Public Safety Authority – preliminary inquiry for services
53	5:05 Strategic Plan FY18 Action Progress Review (enclosed)
	Quarterly review of progress toward FY18 actions.
	5:15 Statewide Relations Between RPCs and Natural Resource Conservation Districts
	Briefing on emerging issue
55	5:35 Municipal Dues (enclosed)²
59	5:55 Commission Meeting Agenda (enclosed)²
	6:00 Adjourn

¹ All times are approximate unless otherwise advertised

² Anticipated action item

CENTRAL VERMONT REGIONAL PLANNING COMMISSION**Executive Committee****DRAFT Minutes****September 5, 2017****Present:**

<input checked="" type="checkbox"/> Julie Potter	<input type="checkbox"/> Laura Hill-Eubanks	<input checked="" type="checkbox"/> Michael Gray
<input checked="" type="checkbox"/> Dara Torre	<input checked="" type="checkbox"/> Steve Lotspeich	<input checked="" type="checkbox"/> Don La Haye
<input checked="" type="checkbox"/> Byron Atwood		

Staff: B. Waninger

Guest: Nicole Sancibrian (CVRPC accounting contractor), Brian Fitzgerald (CVRPC Project Review Committee Chair)

Chair J. Potter called the meeting to order at 4:06 pm.

Adjustments to the Agenda

Waninger requested the following adjustments to the agenda:

- Add item regarding feedback for staff on a process for commenting on state policy and procedures; and
- Remove the Commissioner Handbook.

The Committee accepted these adjustments.

Public Comment

None.

Consent Items*M. Gray moved to approve the consent items as presented; S. Lotspeich seconded. Motion carried.***Financial Update**

N. Sancibrian provided examples of draft financial statements. She has updated the Commission's Chart of Accounts to reflect individual contracts and global expenses. In the future, the Profit & Loss Statement will be called Revenue & Expenses to reflect CVRPC's actual operating style. Sancibrian has entered all timesheet information into QuickBooks. When contracts are billed, the Commission can print a "time by contract" summary versus its current practice of manually creating a large spreadsheet and sending it and timesheet copies to agencies. By the next meeting, Sancibrian expects to have a budget to actual report available.

The Committee discussed the Commission's reserve fund, recommended and preferred reserve amounts, and the Commission's cash position.

1
2 Sancibrian noted she had converted payroll for the Wrightville Beach Recreation District from manual to
3 the QuickBooks payroll function. This has saved time and reduced the potential for error.
4

5 **Administrative Services Agreement and Leased Employees**

6 Waninger reported that the Mad River Valley Planning District had transitioned its employees to the
7 MRVPD and had found another financial administrator as of July 31. The Mad River Resource
8 Management Alliance will use VLCT for financial administration as of September 1.
9

10 Waninger discussed improvements to the Wrightsville Beach Recreation District (WBRD) internal
11 controls, including more involvement of WBRD Board members. The organization is making progress in
12 addressing the Commission's request. Waninger noted she anticipated WBRD will request CVRPC
13 maintain services beyond December 31. CVRPC's services provide confidence in the District's financial
14 management. The Committee briefly discussed the pros and cons of maintaining the service. Waninger
15 noted staff was not requesting to continue the service, only providing a heads up that the Commission
16 may receive the request.
17

18 Waninger asked for Committee feedback on maintaining the Cross Vermont Trail employee as a leased
19 employee. The Committee discussed advantages to CVRPC for project management and augmenting
20 staff services. It agreed that staff could continue the conversation with Cross Vermont towards that
21 direction.
22

23 **FY18 Commission Budget**

24 Waninger highlighted major changes for revenue and expenses. The Committee discussed unconfirmed
25 revenues. At Atwood's request, Waninger noted that the Clean Water and EMPG revenues are most
26 likely to change. Expenses still include reserves and server replacement at \$20,000 each. If revenues
27 are substantially reduced through the year, these expenses could be modified. Other than this, the
28 budget is tight and accurate to date. S. Lotspeich noted two corrections: the FY18 label and the percent
29 change formula for expenses.
30

31 *B. Atwood moved to approve the budget adjustment with the corrections noted; D. La Haye seconded.*
32 *Motion carried.*
33

34 **Project Review Committee**

35 Waninger provided over of process versus procedure. All committees have procedures except Project
36 Review, Town Plan Review (hasn't met), and Clean Water (isn't formed).
37

38 B. Fitzgerald discussed the Project Review Committee's recommendations.
39

40 Waninger reviewed Substantial Regional Impact (SRI) in regards to state statute and the Commission's
41 use of it as a threshold for project review. She noted SRI is municipalities deciding together the type and
42 intensity of impact that constitutes a "regional" impact. By statute, CVRPC can chose to comment on

any Act 250 or Section 248 application. The Board of Commissioners set SRI as the threshold for Board review projects. In addition, the Commission's annual agreement with the Agency of Commerce requires the Commission to comment on major applications or applications that go to hearing.

The Committee considered whether advice from outside parties should be solicited for project review discussions, discussed whether and how Commissioners should be made aware of Project Review Committee decisions, and discussed conflict of interest.

S. Lotspeich moved to forward the documents as presented to the full Commission with a recommendation for approval; D. Torre seconded. Waninger asked if it was the Committee's intent to incorporate its thoughts related to informing Commissioners of Project Review Committee decisions. The Committee said staff should include decision letters in the Commission packet, and the Project Review Committee could incorporate a documentation/transparency process in the future. Motion carried.

Commission Meeting Agenda

D. Torre moved to approve the agenda as presented; D. La Haye seconded. Motion carried.

Commenting on State Policy and Procedure

Waninger requested Committee guidance on a Commission process for commenting on state policies and procedures. The Commission incorporated policy and procedure review into its FY18 strategic actions.

Options could include:

- Staff prepares and submits comments;
- Staff prepares comments for Commission review and approval; or
- The Commission assigns this task to a Committee.

Waninger noted the Commission was not required to comment on state policy and procedure. Agencies have expressed a desire for hearing the Commission's perspective.

Waninger suggested assigning the task to the Regional Plan Committee might be a good fit. The Committee recommends Regional Plan policies to the full Commission. The task would maintain the Committee as an active body when Regional Plan revisions were not active. This may require revising the Committee membership and/or recruiting new members to the Committee. The Executive Committee leaned toward assigning the task to a committee. Members expressed caution about Commissioner and staff capacity. It requested staff develop a proposal for consideration and include a list of plans and policies that may be available for review in the next 6-12 months.

Adjourn

D. La Haye moved to adjourn at 6:25 pm; B. Atwood seconded. Motion carried.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT Minutes
September 12, 2017

Present:

<input checked="" type="checkbox"/> Julie Potter	<input checked="" type="checkbox"/> Laura Hill-Eubanks	<input checked="" type="checkbox"/> Michael Gray
<input checked="" type="checkbox"/> Dara Torre	<input checked="" type="checkbox"/> Steve Lotspeich	<input checked="" type="checkbox"/> Don La Haye
<input checked="" type="checkbox"/> Byron Atwood		

Staff: B. Waninger

Guests: None

Chair J. Potter called the meeting to order at 6:45 pm.

Adjustments to the Agenda

None.

Public Comment

None.

Contract/Agreement Authorization

L. Hill-Eubanks moved to approve the Emergency Management Performance Grant as presented and to have the Executive Director sign it; D. La Haye seconded. Motion carried.

Adjourn

L. Hill-Eubanks moved to adjourn at 6:54 pm; D. La Haye seconded. Motion carried.



MEMO

Date: September 27, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

APPROVALS REQUESTED

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

GRANT AND SERVICE AGREEMENTS

High Meadows Fund – Winooski Headwaters Resilience

Scope of Work: Evaluate and demonstrate the impact of upland forests on flood resilience, including coordinating a Steering Committee, completing a GIS analysis, landowner engagement, identifying forest management options to support resilience, developing model regulatory language, and develop a plan for continuing work beyond the grant. Partners in the project include the towns of Cabot, Marshfield, and Plainfield, the Friends of the Winooski River (FWR), the Vermont Woodlands Association (VWA), and the Washington County Forester.

Funding:

Grant Amount: \$40,000

Funding Source: 100% Private

Match Amount: \$11,900

Source: Cash and In-kind services, including \$5,460 VWA; \$2,400 FWR; \$1,545 Towns; and \$2,528 CVRPC (Clean Water funds)

Performance Period: 09/07/17 – 01/06/19 (18 months)

Staff: Clare Rock (primary) and Pam DeAndrea

Notes: In addition to its value as a standalone project, this agreement provides \$30,000 match for CVRPC's upcoming agreements with the VT Department of Forests, Parks, and Recreation (FPR) for forest integrity work and with the VT Department of Public Safety for EMPG FFY17.

The FPR agreement funds the State's work to develop mapping and model language to assist municipalities to address forest integrity (a 2016 statutory requirement, effective 01/01/18). CVRPC is representing RPCs in the process to provide guidance and test the tools with at least five municipalities. The FPR agreement is expected to be received in November.

EMPG is the Commission's annual agreement for emergency management and hazard mitigation services.

CONTRACTS

Towns of Calais, Woodbury, and Waitsfield - Class IV Road Remediation (3 contracts)

Scope of Work: Implementation of Best Management Practices (BMPs) on Class IV road segments, including drainage and driveway culvert upgrades, turn outs, culvert outlet stabilization, culvert headwalls, grass and stone-lined drainage ditches, road shoulder lowering, and other practices that promote road stormwater disconnection, infiltration and conveyance stability. This project demonstrates BMPs that comply with the Municipal Roads General Permit.

Funding:

Contract Amounts: Calais: \$50,000; Woodbury: \$25,000; Waitsfield: \$25,000

Funding Source: VT Department of Environmental Conservation agreement for the Class IV Road Remediation and Demonstration Project (federal and state)

Performance Period: 10/03/17 – 08/15/18

CVRPC Staff: Dan Currier

Staff recommends approval of the agreements and contracts.

FOR INFORMATION ONLY

(Contracts and agreements valued at \$25,000 or less and site specific contract addendums for the Brownfields Program)

GRANT AND SERVICE AGREEMENTS

VT Dept. of Public Safety - VT Dept. of Public Safety State Emergency Response Commission (SERC) FY18 Notice to Proceed and Agreement

Scope of Work: Provides funding to Local Emergency Planning Committee 5 (LEPC 5) to enable it to carry out its requirements pursuant to EPCRA 42 USC Chapter 116 and 20 VSA Chapter 1, Section

32. EPCRA is the Emergency Planning and Community Right-to-know Act of 1986. It was created to help communities plan for chemical emergencies. It also requires industry to report on the storage, use, and releases of hazardous substances to federal, state, and local governments. EPCRA requires state and local governments to prepare for potential risks. RPCs act as fiscal agents for LEPCs at the request of the State and LEPCs.

Funding:

Contract Amount: \$4,000

Funding Source: 100% State

Match: Not required. This agreement can be used as match to CVRPC's EMPG agreement.

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

CVRPC Staff: Laura Ranker

CONTRACTS**Friends of the Mad River - Mad River Stormwater Master Plan**

Scope of Work: Work with the CVRPC and a consultant to develop a Stormwater Master Plan for the Mad River watershed towns of Duxbury, Moretown, Waitsfield, Fayston and Warren. The Friends of the Mad River will assist CVRPC in consultant selection and will provide the following services for the Mad River towns: stakeholder outreach, steering committee development, project meeting coordination and participation, and assistance with project prioritization.

Funding:

Contract Amount: \$5,225

Funding Source: VT Department of Environmental Conservation agreement for the Mad and Kingsbury Branch Stormwater Master Plans

Performance Period: 10/03/17 – 06/15/19

CVRPC Staff: Eric Vorwald (primary) and Pam DeAndrea

The Johnson Company – Montpelier Granite Works Brownfield Assessment

Scope of Work: Qualified Environmental Professional services for a Phase 2 Environmental Site Assessment at the Montpelier Granite Works property 43-65 Granite Shed Lane, Montpelier.

Funding:

Contract Amount: \$37,840

Funding Source: EPA Brownfields agreement

Performance Period: 08/02/17 – ~02/28/17

CVRPC Staff: Clare Rock



HIGH MEADOWS
FUND

Located at
77 College Street #3B
Burlington, VT 05401

Bill to
3 Court Street
Middlebury, VT 05753

T 802 388 3355 x381
F 802 388 3398
highmeadowsfund.org

Gaye Symington
President

September 7, 2017

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

Dear Bonnie,

It is a pleasure to award a grant to the Central Vermont Regional Planning Commission (CVRPC) from the High Meadows Fund (HMF), a supporting organization of the Vermont Community Foundation, as follows:

Grant # 20171809

Total Grant Amount: \$40,000.00 (Forty Thousand dollars)

At the request of: The High Meadows Fund Board of Directors

Purpose: To improve resilience in the headwaters of the Winooski River Watershed by evaluating and demonstrating the impact of upland forest management, all as more fully described in your RFP application dated June 1, 2017, and your supplemental letter dated July 7, 2017.

Payment Plan: One payment of \$40,000 (enclosed)

Term of Grant: Eighteen months

Reporting: Final report due May 1, 2019. We will also request an interim report one year into the grant. A copy of the HMF guidelines for grant reporting for our watershed resilience grants is enclosed for your convenience. Please send it to gsymington@vermontcf.org and cc Bill Roper (William.roper0599@gmail.com) on all reporting.

We expect that the Central Vermont Regional Planning Commission, together with partners including the Friends of the Winooski River, the Vermont Woodlands Association, the Washington County Forester, and the towns of Cabot, Marshfield, and Plainfield, will:

- 1) Establish a steering committee consisting of municipal representatives, project partners, and other representatives reflecting a diversity of interests and perspectives across the watershed;
- 2) Complete a GIS analysis of the watershed and identify critical locations and targeted landowners for outreach;
- 3) Increase awareness across all involved communities through targeted outreach to landowners and educational engagement, including educational materials, demonstration projects, public field visits and workshops, and public forums;
- 4) Establish a peer-to-peer resource network of property owners;
- 5) Identify and evaluate a variety of regulatory and non-regulatory active forest management options to support forest integrity, water quality, and flood resiliency in the project area;
- 6) Develop model language for municipal regulations supporting resilience and upland forest integrity;
- 7) Develop a plan for how you will continue this work beyond the term of High Meadows' grant.

Over the next 18 months, we will work with you to track progress towards these stated outcomes. These objectives are quite ambitious and we understand things may shift when the project gets going. We expect that you will keep us informed as your project develops, so we can track progress with you.

We are pleased that the Friends of the Winooski will play a significant role in this project, and we are glad that your budget reserves money for the forestry expertise offered by the Vermont Woodlands Association. We suggest that you consider the participation of additional organizations with pertinent interests and expertise in forest management and resilience, including the Vermont Natural Resources Council and The Nature Conservancy.

Shared learning is an integral part of this grant. With that in mind, it is our understanding that:

- 1) During the course of the project you plan to participate in 2-3 in-person convenings with other HMF watershed project grantees and 2-3 cross-project phone calls. We believe that learning from the work of other groups engaged in building resilience on a watershed scale will be valuable to your work. We will provide nominal stipends to support your team's participation in these activities;
- 2) Any and all materials you develop for this project (e.g. slide shows, graphics, or other products) can be used without cost by The High Meadows Fund, other municipalities, non-profits, agencies, organizations, and individuals, so long as credit is given for your original work;
- 3) Within the term of this grant each participating town shall include a description of the watershed project in its annual Town Report;
- 4) High Meadows would like to fund the creation of short videos about watershed resilience initiatives, where the video can be used to complement the project's goals. If you would be interested in taking advantage of this option, please let us know by April 2018;
- 5) We will make a project mentor available to you for advice and guidance on an as-needed basis. This mentorship should not exceed one phone call per month; and
- 6) We have your permission to share your applications and supplemental materials with the other watershed projects funded by HMF, or with other approved entities that want to know more about the projects.

High Meadows Fund is supporting your project because we believe it is important to encourage and develop different types of resilience actions not only at the local level but also at a watershed scale. We are excited about your project and believe your work will provide guidance to other towns and watersheds in Vermont, and perhaps beyond.

As part of your monitoring and reporting, it will be important that you continually track stories and examples of how your work is making a difference. We ask you to pay particular attention to the *watershed* aspects of your project, including how this project helped build or enhance your watershed's capabilities, identities and resilience.

If you run into challenges, surprises, or successes as your work progresses, we would very much like to know. Your point of contact for this work will be Bill Roper (william.roper0599@gmail.com), although you can always call me directly. I ask that you keep him informed of progress and important meetings he or I should consider attending. Please use him as a resource during this project. We look forward to a supportive and helpful partnership with you, and to learn from your efforts.

When making any public announcement about this grant, please acknowledge The High Meadows Fund. We'd appreciate the opportunity to review any public announcements before they go live. If appropriate, you may reference our website, www.highmeadowsfund.org.

Congratulations and best wishes.



Gaye Symington
President

Enclosures

cc: Bill Roper, Slow Communities, Inc.
Eric Vorwald, Senior Planner, CVRPC

Deposit of this check signifies 1) your organization's acceptance of this award and 2) your intent to comply with the stated purpose of the award. Additionally, it serves as High Meadows Fund's receipt for this payment. If you are unable to fulfill this grant purpose, please contact Nina McDonnell, Grants Administrator, at 802-388-3355 x383.

**HIGH MEADOWS
FUND***Located at*
77 College Street #3B
Burlington, VT 05401*Bill to*
3 Court Street
Middlebury, VT 05753T 802 388 3355
F 802 388 3398
highmeadowsfund.orgGaye Symington
President

THE HIGH MEADOWS FUND

GRANT REPORTING GUIDELINES WATERSHED RESILIENCE PLANNING AND ACTION GRANTS

We believe there is real value in sharing experiences, dreams, ideas and outcomes. To capture this information, we have outlined below our expectations regarding grant reporting. We are very conscious of the demands on the organizations we support; therefore, we have tried to keep the suggested grant reporting process simple and flexible. We do not want the process to be a time-consuming chore, but rather a time to reflect on your accomplishments and challenges.

Given this Initiative involves 6 projects with certain shared goals and outcomes, we'd like to bring a little structure and consistency to the questions and approaches you use in documenting your successes and challenges. We are interested in your collecting quantitative and qualitative data, recognizing that you can only do so much within the confines of your budget and capacity. We are more interested in evidence of progress than general impressions, although the qualitative side of your measurement will lend itself more to narrative than numbers. We welcome your using a story to illustrate your achievements or an aspect of the project that you feel is important. Often we learn more from our failures and challenges than our successes and so we encourage you to explore the failures/challenges as part of your report.

An interim report should be submitted by September 30, 2016 (or six months prior to when you anticipate your project coming to a close, whichever comes first) and a final report within six weeks of a project's completion. We suggest you prepare your interim report in a manner that can be built upon for your final report. As you prepare your reports (particularly your final one) think of this as an exercise similar to writing a case study that HMF can use internally and externally. A balance of concrete data, maps, narrative description and illustrative story is extremely helpful, not only to High Meadows, but to others addressing related issues.

We offer the following questions as a frame for evaluating what has been achieved and what you have learned over the course of the project; it's meant to capture in a balanced way what you did and what you learned. To the extent possible, we urge you at the outset of your project to take a baseline accounting of what exists (and what you want to change) against which you can measure progress and accomplishments later on.

Accomplishments

- What were the anticipated goals, milestones and outcomes for the project?
- How did you do against your stated goals, milestones or outcomes, quantitatively¹ and qualitatively²?

¹ Quantitative measures are those things that can be concretely documented and illustrate evidence of action. These measures include *but are not limited to* things like numbers of meetings, numbers of new participants, number of inter-town meetings or events, number of press releases, number of hits on your websites or other

- Who is or will be better off because of the work you accomplished? (This should be answered in the Final Report only)
- What partnerships or collaborations were effective in implementing your project or evolved from it? What didn't work as well?
- Did the effectiveness of your watershed efforts grow as a result of this grant? If so, how?

Watershed Approach *(we expect these questions can best be answered through narrative)*

- At the outset of your project, did a watershed identity exist?
- How did this project build your watershed's identity, capacity and resilience?
- What particular challenges did you face in developing a watershed project instead of one conforming to town and/or regional boundaries?
- As a result of this project, what did you learn about your watershed's vulnerabilities, opportunities and challenges?
- Will there be a stable, ongoing watershed group that continues after this project?

Learning *(we also expect narrative answers to these questions)*

- What surprised you about your achievements or repercussions from the project? What didn't happen that you had expected? What happened that you hadn't anticipated?
- What might you do differently if you were to start this project over? In other words, is there something you learned that you'd like to share with other, future watershed efforts?
- What more concrete accomplishments, tools, etc., produced by your project can be applied by other watersheds or regions in VT and beyond?

Summary *(only required with the final report)*

social media, number of school children involved, curricula produced, infrastructure improvements, action by selectboards, new partnerships (and the conversations they engendered), other resources developed, etc. *Please think about your projects and see which of the above make sense and whether there are other additional types of action that you should track over your 18 month project.*

² Qualitative measures are difficult to measure with certainty as they indicate behavior change, but we'd like you to try and track this kind of change. Qualitative measures could include change in selectboard conversations or attitudes about your resilience work, growing relationships between towns, upstream towns thinking about impacts to downstream towns when making land use decisions, language or graphics that inspired, a cultural shift in a town or your watershed because of new conversations, leadership development, etc.

- In 500 words or less please summarize the accomplishments, highlights and lowlights, and key learning(s) in your project. This is like an executive summary for a longer report, flying at a high level and capturing the most important project aspects.

Budget

- Recipients of grants should provide an accounting for the funds received from High Meadows and how they were spent. Please also provide a profit and loss statement for the whole project, not just the portion paid for with funds from High Meadows.

Feedback to High Meadows

- How helpful was High Meadows in supporting your work beyond the grant check? Support includes the ECHO Summit, the RFP, project selection site visit, Initiative convenings, management and assistance by Slow Communities (Bill Roper), etc. Please provide honest feedback along with suggestions of what could be helpful for future projects.

Looking Forward *(to be completed only with the Interim Report)*

- As you look towards the end of this phase of your project, what implementation work do you anticipate pursuing that builds from the work you will have accomplished?

STATE OF VERMONT
STANDARD GRANT AGREEMENT

Contract #: GR1147

Part 2 – Grant Agreement

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **Central Vermont Regional Planning Commission**, a public body formed pursuant to 24 VSA, Section 4341(a), with principal place of business at **29 Main Street, Suite 4, Montpelier Vermont 05602**, (hereinafter called “Subrecipient”). Subrecipient is required by law to have a Business Account Number from the Vermont Department of Taxes.
2. **Subject Matter:** The subject matter of this Grant is to involve towns in a regional planning effort; to maintain a working transportation plan for the region consistent with state and federal guidelines; to continue to review a prioritized needs/project list for the region; to provide transportation assistance to towns; and to engage in activities which implement the Regional Transportation Plan. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1 – Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. **Prior Approvals:** If approval by the Attorney General’s Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General’s Office.
 - Approval by the Attorney General’s Office is required.
 - Approval by the Secretary of Administration is not required.
 - Approval by the CIO/Commissioner DII is not required.
5. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
6. **Cancellation:** This Grant may be cancelled by either party by giving written notice at least five (5) days in advance.
7. **Attachments:** This Grant consists of 27 pages including the following attachments which are incorporated herein:

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work to be Performed (Fiscal Year 2018 Work Program – August 4, 2017)

Attachment B - Payment Provisions (Fiscal Year 2018 Budget Details – August 4, 2017)

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

Attachment D – Other Provisions

Attachment E – Certificate of Indirect Costs

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

SUBRECIPIENT:
CENTRAL VERMONT REGIONAL PLANNING
COMMISSION

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

Date: _____, 20__

Date: _____, 20__

APPROVED AS TO FORM:

DATE: 9/18/2017


ASSISTANT ATTORNEY GENERAL

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: GR1147				² Original <input checked="" type="checkbox"/> Amendment #			
³ Grant Title: CVRPC FY 18 Transportation Planning Initiative Work Program							
⁴ Amount Previously Awarded: \$ 0		⁵ Amount Awarded This Action: \$ 208,733		⁶ Total Award Amount: \$ 208,733			
⁷ Award Start Date: 10/1/17		⁸ Award End Date: 9/30/18		⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 0000043329		¹¹ Grantee Name: Central Vermont Regional Planning Commission					
¹² Grantee Address: 29 Main Street, Suite 4							
¹³ City: Montpelier				¹⁴ State: VT		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Vermont Agency of Transportation						¹⁷ Business Unit: 08100	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$ 22,637		Description: RPC Cash Match			
²⁰ If this action is an amendment, the following is amended: Amount: <input type="text"/> Funding Allocation: <input type="text"/> Performance Period: <input type="text"/> Scope of Work: <input type="text"/> Other: <input type="text"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee DUNS #: 158842195				²² Indirect Rate: 73.29 % (Approved rate or de minimis 10%)		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 06						²⁵ R&D: <input type="text"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions			
General Fund	\$	\$	\$				
Special Fund	\$	\$	\$				
Global Commitment (non-subrecipient funds)	\$	\$	\$				
Other State Funds	\$	\$ 23,637	\$ 23,637	State Transportation Funds			
FEDERAL FUNDS (Includes subrecipient Global Commitment funds)				Required Federal Award Information			
31 CFDA #	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Federal Award Date	38 Total Federal Award
20.205	1055-State Planning and Research	\$	\$ 185,096	\$ 185,096	AFFF	10/1/17	\$ 185,096
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Description:					
		\$	\$	\$			\$
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Description:					
		\$	\$	\$			\$
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Description:					
		\$	\$	\$			\$
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Description:					
		\$	\$	\$			\$
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Description:					
		\$	\$	\$			\$
Total Awarded - All Funds		\$	\$ 208,733	\$ 208,733			
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY NAME: Zoe Neaderland TITLE: Planning Coordinator PHONE: 802-828-5748 EMAIL: zoe.neaderland@vermont.gov				GRANTEE NAME: Bonnie Waninger TITLE: Executive Director PHONE: 802-229-0389 EMAIL: waninger@cvregion.com			

Effective 12/26/2014

ATTACHMENT A

SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT

The Subrecipient shall:

The RPC agrees to perform or cause to be performed the services as set forth in the Scope of Work described in **FY 2018** Work Program for the RPC dated **August 4, 2017**, and attached hereto and hereby made a part of this Agreement as Attachment A. All work shall be performed in accordance with Attachment A.

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

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

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

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CENTRAL VERMONT REGIONAL PLANNING COMMISSION**FFY 2018 Transportation Planning Initiative**

Federal Fiscal Year: October 1, 2017 to September 30, 2018

Approved by: TAC 06/27/17; Executive Committee 07/05/17

EXHIBIT 1: WORK PROGRAM**Purpose and Summary**

This document describes the Central Vermont Regional Planning Commission (CVRPC) Transportation Planning Initiative (TPI), Federal Fiscal Year 2018 Work Program. The transportation program is continually adapted to meet the needs of our 23 municipalities, the region at large, and the work tasks developed cooperatively with the Vermont Agency of Transportation. This work program is a summary of work tasks with more specific work scope and schedule guidance being provided by VTrans and/or our member communities. Implicit in this agreement is that CVRPC staff will hold themselves to a professional standard and seek training opportunities in all relevant transportation and planning related topics. The regional transportation planning program is intended to achieve the following goals:

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

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

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

This work program is presented in six task areas, each corresponding to VTrans FFY 2018 Transportation Planning Initiative (TPI) guidance materials and direction from VTrans. The narrative for each includes a description of the goals, objectives, and activities/products proposed to address the tasks.

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TASK 1. PROGRAM ADMINISTRATION

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

Included are the following activities:

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

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

Products: Administrative activities will be ongoing throughout the agreement period. Specific products will include procurement documentation, monthly invoices, progress reports, an annual audit report, indirect cost proposal, related proposals, subcontracts, work programs and budgets, and the CVRPC FY18 Annual Report and VAPDA SFY2018 Annual Report that includes transportation performance measures.

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TASK 2. PUBLIC PARTICIPATION AND COORDINATION

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

Included are the following activities:

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

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

Personnel: Executive Director, Finance and Office Manager, Program Manager, Senior Planners, Planners, Planning Technicians

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

TASK 3. LONG RANGE TRANSPORTATION PLANNING

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

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Included are the following activities:

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

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16. develop and maintain statistics and GIS data and analyses used to support transportation planning and project development, such as using Dunn & Bradstreet employment data to further Housing + Transportation Affordability outreach.
17. identify wildlife corridors, roadway barriers and crossings, and other environmental transportation connections.

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

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

TASK 4. SHORT RANGE TRANSPORTATION PLANNING

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

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

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

Personnel: Executive Director, Program Manager, Senior Planners, Planner I, Planning Technician, Consultant/Contract staff as needed

Products: Municipal Plan updates; Traffic, parking space, bicycle and pedestrian, and turning movement counts; Local Stormwater Utilities Report; Sufficiency rating data on VTrans identified miles of municipal highway major collectors; Complete Streets implementation inventory; Municipal transportation system inventories, assessments, and capital plans; Nominations and mapping of high hazard locations and programmatic corridors to the HRRR Program; Updated school area Infrastructure maps developed for SRTS Program as needed; Other projects as applicable.

TASK 5. PROJECT DEVELOPMENT PLANNING

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

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

Included are the following activities:

1. Identify local issues that relate to scoping analysis, and conduct feasibility and location studies.
2. facilitate public participation during scoping analysis and the project development process, and participate in public meetings.
3. assist and review transportation projects that can be funded outside the statewide prioritization system, such as Transportation Alternatives, Bicycle and Pedestrian, and other locally or regionally managed projects.
4. prioritize VTrans projects and evaluate conformance with the Regional Plan.
5. prioritize District paving projects.
6. provide outreach, assistance, and coordination for accelerated and high impact projects, participate in meetings, and provide assistance to municipalities as needed.
7. provide outreach to identify road diet projects and coordinate municipal education and participation.

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

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

TASK 6. OTHER PLANNING ACTIVITIES

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

1. Provide VOBCIT technical support to RPCs and municipalities.

Personnel: Program Manager, Senior Planner I, Planner 1

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

ATTACHMENT B

PAYMENT PROVISIONS

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

- A. General. In accordance with Attachment A, **Work Program and Budget, dated August 4, 2017**, and Attachment B, Budget Detail by Task and Expense Categories, the total estimated cost of all activities to be performed under this Agreement is **Two Hundred Thirty-One Thousand Three Hundred Seventy Dollars (\$231,370.00) (\$185,096.00 in Federal Funds, \$24,637.00 in State Funds and \$22,637.00 in Local Funds)**. The STATE agrees to pay the Subrecipient and the Subrecipient agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, ninety percent (90%) of the actual cost of the work performed for funding source **STP SPR PL-1 (55) EA #0001055, Sub/Job #706 and Sub/Job #904** in accordance with Attachment A, dated **August 4, 2017**, which is attached hereto. All costs necessary to carry out the activities described in Attachment A, are to be determined by actual cost records kept by the RPC and any contractors of the RPC in accordance with the provisions of this Agreement, the cost principals established by 49 CFR 18.22 and 2 CFR 225, and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Maximum Limiting Amount. The total amount to be paid to the Subrecipient for services related to Attachment A, Work Program, under this Agreement shall not exceed the maximum limiting amount of **Two Hundred Eight Thousand Seven Hundred Thirty-Three Dollars (\$208,733.00)**.

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

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

The maximum allowable reimbursement rate for meals is as follows:

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

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

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

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

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

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

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

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

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

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

Payment must be requested using a Cash Request Form.

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

All completed forms should be submitted to:

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

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Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$27,185
Task 2	Public Participation and Coordination	\$43,105
Task 3	Long Range Transportation Planning	\$29,343
Task 4	Short Range Transportation Planning	\$100,528
Task 5	Project Development Planning	\$26,209
Task 6	VOBCIT Technical Support	\$5,000
Total		\$231,370

Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY18	Total Hours	Total Cost
Executive Director	\$53.41	260	\$13,887
Program Manager	\$37.70	1,246	\$46,988
GIS Senior Planner I	\$38.23	415	\$15,865
GIS Planner I	\$32.77	610	\$19,990
Land Use Planner III	\$36.41	44	\$1,611
Finance & Office Manager	\$37.95	20	\$759
Emerg Mngmt Planner III	\$32.04	15	\$481
Land Use Senior Planner II	\$41.12	0	\$0
Planning Technician I	\$14.06	270	\$3,796
Planning Technician II	\$14.06	270	\$3,796
Total		3,151	\$107,173

Indirect Costs	99.84%		
RPC Staff Position	of Hourly Rate	Total Hours	Total Cost
Executive Director	\$53.32	260	\$13,864
Program Manager	\$37.64	1,246	\$46,913
GIS Senior Planner I	\$38.17	415	\$15,840
GIS Planner I	\$32.72	610	\$19,958
Land Use Planner III	\$36.35	44	\$1,609
Finance & Office Manager	\$37.89	20	\$758
Emerg Mngmt Planner III	\$31.99	15	\$480
Land Use Senior Planner II	\$41.05	0	\$0
Planning Technician I	\$14.04	270	\$3,790
Planning Technician II	\$14.04	270	\$3,790
Total		3,151	\$107,001

Direct Costs	Total Cost
Contractual	\$6,000
Travel	\$5,250
Supplies	\$1,410
Equipment	\$0
Meetings	\$1,780
Data & References	\$106
Postage	\$50
Copy/Print	\$1,500
Advertising	\$1,100
Total	\$17,196

Fund Allocation		
Task	Task Description	
Task 1	Program Administration	CVRPC Share ¹ VTrans Share ²
Task 2	Public Participation and Coordination	\$2,719 \$24,467
Task 3	Long Range Transportation Planning	\$4,311 \$38,795
Task 4	Short Range Transportation Planning	\$2,934 \$26,409
Task 5	Project Development Planning	\$10,053 \$90,475
Task 6	VOBCIT Technical Support	\$2,621 \$23,588
Subtotal by Share		\$22,637 \$208,733
Agreement Total		\$231,370

Notes:

- ¹ CVRPC share comes from annual appropriations from the Vermont Agency of Commerce and Community Development (Municipal & Regional Planning Fund) and CVRPC's member municipalities.
- ² VTrans share comes from federal transportation funds provided by the U.S. Department of Transportation Federal Highway Administration and state transportation funds appropriated by the
- ³ VTrans agreed to cover the 20% match for this task.

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Exhibit 4: Time-Task-Cost Summary

A. Personnel (Hours)

Task #	Task Description	Exec Dir	Transpo Program Mngt	GIS Sr Planner I	GIS Planner I	Land Use Sr Planner II	Fin/Off Mngt	Emerg Mngmt Planner II	Land Use Sr Planner II	Planning Tech I	Planning Tech II	Total Hours
1	Administration	20	150	5	10			20				205
2	Public Participation & Coordination	90	330	30	60	20		15				545
3	Long Range Transportation Planning	100	200	30	20							350
4	Short Range Transportation Planning	40	300	250	500	24				250		1,614
5	Project Development Planning	10	200	100	20					20		370
6	VOBCIT Technical Support		66									66
	Total	260	1,246	415	610	44	20	15	0	270	270	3,151

B. Direct Costs (\$)¹

Task #	Task Description	Contractual	Travel	Supplies	Equipment	Meetings	Data/Ref	Postage	Copy/Print	Advertising	Total
1	Administration		\$5,250	\$1,410		\$1,780	\$106	\$50	\$1,500	\$1,100	\$11,196
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning	\$6,000									\$6,000
5	Project Development Planning										\$0
6	VOBCIT Technical Support										\$0
	Total	\$6,000	\$5,250	\$1,410	\$0	\$1,780	\$106	\$50	\$1,500	\$1,100	\$17,196

C. Cost Proposal Summary (\$)

Task #	Task Description	Hourly Rate	Exec Dir	Transpo Program Mngt	GIS Sr Planner I	GIS Planner I	Land Use Planner III	Fin/Off Mngt	Emerg Mngmt Planner II	Land Use Sr Planner II	Planning Tech I	Planning Tech II	Total	Indirect	Direct	Total Costs
1	Administration	\$1,068	\$33,411	\$5,655	\$38,233	\$191	\$32,777	\$37,951	\$32,041	\$41,112	\$14,006	\$0	\$8,001	\$7,988	\$11,196	\$27,185
2	Public Participation & Coordination	\$4,807	\$4,807	\$12,441	\$1,447	\$1,966	\$728	\$0	\$481	\$0	\$0	\$0	\$21,570	\$21,535	\$0	\$43,105
3	Long Range Transportation Planning	\$5,941	\$5,941	\$7,540	\$1,447	\$655	\$0	\$0	\$0	\$0	\$0	\$0	\$14,683	\$14,660	\$0	\$29,343
4	Short Range Transportation Planning	\$2,136	\$2,136	\$11,310	\$9,558	\$16,385	\$983	\$0	\$0	\$0	\$3,515	\$3,515	\$47,302	\$47,226	\$6,000	\$100,528
5	Project Development Planning	\$534	\$534	\$7,540	\$3,823	\$655	\$0	\$0	\$0	\$0	\$281	\$281	\$13,115	\$13,094	\$0	\$26,209
6	VOBCIT Technical Support	\$0	\$0	\$2,502	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,502	\$2,498	\$0	\$5,000
	Total	\$13,887	\$46,988	\$46,988	\$15,865	\$19,980	\$1,611	\$729	\$481	\$0	\$3,796	\$3,796	\$107,173	\$107,001	\$17,196	\$231,370

99.84% Indirect Rate	Indirect per employee	\$13,864	\$46,913	\$15,840	\$19,958	\$1,609	\$758	\$480	\$0	\$3,790	\$3,790	\$107,001

Notes

- ¹ Contractual: Audit services, engineering services as needed for problem evaluation, professional editor
 Travel: Mileage, transportation, parking, lodging, per diem
 Supplies: Office and traffic counting supplies, mapping supplies used for transportation planning
 Equipment: Counting and inventory equipment, computers used for transportation planning
 Meetings: Meeting room space, other associated costs, conference / workshop fees
 Data / Ref: Reference materials
 Postage: Large packages, special mailings
 Copies / Printing: Reproduction costs, including photocopies (\$0.05 B&W; \$1.0 color) and outside print/copy services
 Advertising: Advertising, legal notices

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

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

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

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

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

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

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

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

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

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

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

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

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

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

- \$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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

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

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

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

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

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

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

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

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

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

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

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

(End of Standard Provisions)

ATTACHMENT D

OTHER GRANT AGREEMENT PROVISIONS

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

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

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

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

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

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

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

9. **Audit Requirement:** The independent audit specified in Attachment C: Standard State Provisions for Contracts and Grants, Section 9, “Requirement to Have a Single Audit” will include testing of the Indirect Cost Rate, and in-kind match in accordance with the latest approved procedure for implementing use of in-kind non-federal matching funds for UPWP tasks.
10. **Title VI Nondiscrimination Statement:** The State ensures compliance with Title VI of the Civil Act of 1964; 49 CFR, part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, national origin, gender, age, or disability.
11. **Drug Free Workplace:** As an employer, the subrecipient is responsible for maintaining safe, efficient working conditions for its employees by providing a drug free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any State work site.

An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.
12. **Notice to Bidders – Cargo Preference Requirement.** The contractor is hereby notified that the Contractor and Subcontractor(s) are required to follow the requirements of 46 CFR 381.7 (a)-(b). For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

ATTACHMENT E

CERTIFICATE OF INDIRECT COSTS

CERTIFICATE OF INDIRECT COSTS

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

(1) All costs included in this proposal March 17, 2017 to establish billing or final indirect costs rates for July 1, 2017 – June 30, 2106 are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR part 225, "Cost Principles for State, Local, and Indian Tribal Governments.". Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

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

I declare that the foregoing is true and correct.

Organization Name: Central Vermont Regional Planning Commission

Signature: Bonnie Waninger

Printed Name: Bonnie Waninger

Title: Executive Director

Date of Execution: 07/25/17

Last updated 5/17/17



State of Vermont
One National Life Drive
Montpelier, VT 05633
Agency of Transportation
Finance & Administration Division

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

June 13, 2017

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

Revised Indirect Cost Recovery Rate for FY18: 99.84%

Dear Bonnie:

The Audit Section of VTrans, in consultation with Regional Planning Manager Amy Bell, has reviewed your request, on behalf of CVRPC, to adjust your FY18 indirect cost rate to mitigate the impacts of an unusual employee compensation event during FY17.

Indirect cost recovery by Vermont's RPCs was the subject of considerable study during 2013/2014 resulting in a Memorandum of Understanding (MU0066), which details the conditions for preparation, submittal, and approval of RPC indirect cost rates. A very important tenet of federal cost principles governing the establishment of indirect cost rates is equity and consistency in methodology applied when establishing rates, as per 2 CFR 200.400(e). For that reason, CVRPC's request for an approx. 26% increase in indirect cost recovery for FY18 was given a considerable amount of scrutiny here at VTrans.

Following the established, unadjusted methodology used under the MOU, Central Vermont Regional Planning Commission's approved indirect cost rate is 73.29% for July 1, 2017 through June 30, 2018, based on audited costs for FY2016. The requested deviance from the two-year carryforward method, which effectively accelerates the FY17 indirect cost recovery from FY19 to FY18, results in a "loan" of sorts and will result in a slightly higher indirect rate of 99.84% for FY18. It will be critical to keep excellent records of this adjustment and to incorporate it into the FY19 calculation, which will be based upon FY17 audited costs and adjusted for the acceleration. Consequently, the FY19 indirect cost rate will be slightly lower than it would be without the adjustment to the FY18 rate requested herein.



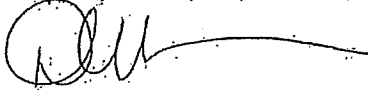
With this approval, we request that complete documentation of this transaction be kept by both parties, and be resubmitted to VTrans with CVRPC's FY19 rate request next year.

This one-time adjustment is not a precedent. It is an acknowledgement of an unforeseen significant financial event that would have caused a larger fluctuation over the next several years. In addition, please note that the discussions currently occurring regarding changes to the two-year carry forward methodology may make the offset of this event less predictable and harm CVRPC's ability to recover as expected if the methodology had remained consistent.

Approval of this request does not obligate VTrans to similar future decisions.

As Executive Director, you have certified to us as required, the inputs and calculations used to arrive at this rate are to the best of your knowledge accurate and true. Based upon our review and your certification, we accept this rate for CVRPC business with the Vermont Agency of Transportation for FY18. Please note that we may adjust this rate if we obtain additional information that warrants it. We reserve the right to audit this rate or seek further information from the independent auditors pertaining to the procedures they performed.

Thank you. Please contact us if you have any questions.



Danielle M. Tucker
Audit Specialist II
danielle.tucker@vermont.gov





MEMO

Date: September 29, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: FY18 Budget Adjustment

I am requesting Executive Committee approval of an adjustment to the FY18 Budget. The primary reason for the adjustment is a request from the Vermont Agency of Commerce and Community Development to include deferred revenue from the FY17 ACCD agreement in the FY18 budget. Because an adjustment is required, other major changes to revenues and expenses were also made.

Revenues

Fee for Service – Updated to reflect anticipated actuals. The Mad River Valley Planning District has transitioned from leased employee services.

EMPG FFY16 – Updated to reflect anticipated actuals. A major task to assist four municipalities with revising river corridor maps was not completed, in part because the Agency of Natural Resources is delayed in releasing river corridor information for the Winooski Basin.

ACCD FY17 Carry Forward – Due to staff illness and position vacancy, CVRPC under spent its FY17 allocation by ~\$73,000. CVRPC has submitted a plan for expending those funds in FY18, essentially to spend FY17 funds prior to spending FY18 funds. While the work was accounted for in the initial FY18 budget and workplan, the funds were not because they were being included as revenue for FY17. ACCD has requested they be included as revenue for FY18. After consultation with CVRPC's accountant, the FY17 financials and FY18 budget will be adjusted.

Class IV Road Demonstration – The contract has been signed by all parties. The contract end was modified to September 30, 2018 to allow municipalities and CVRPC time to complete tasks. This adjustment shifts ~\$50,000 in revenues and expenses to FY19.

Transportation Planning Initiative FFY17 - Updated to reflect anticipated actuals. Two factors affected fully expending these funds. The Municipal Grants in Aid contract involved significant investment of Dan Currier's time. Also, CVRPC's manual accounting system makes it difficult to monitor contract expenses in real time so that timely adjustments can be made.

Expenses

Contractors – DEC Class IV Roads Demonstration was modified to reflect the final contract.

Fringe Benefits – Updated to reflect anticipated actuals. Primarily based on transferring payment in lieu of health insurance benefit from Fringe to Payroll line item (-\$23,382) and refinements affected by other payroll adjustments (+\$7,202).

Payroll – Update to reflect anticipated actuals. Primarily based on transferring payment in lieu of health insurance benefit from Fringe to Payroll line item (+\$23,382), refinement of leased employee actuals (+\$12,998), additional of FY17 compensatory time liability (\$12,821), and addition of fall Planning Technician for transportation field services (+\$5,040).

Reserves – Reduced to balance budget.

The FY18 budget continues to be tight as CVRPC works to rebuild its reserve fund. It also remains very elastic in comparison to previous years as reflected in the number of adjustments required.

CVRPC does not anticipate additional revenue sources for FY18. Factors that may decrease revenues are highlighted in gray on the Revenues backup. FY18 Clean Water funds may see additional reductions if ANR elects to divide municipal assistance funds between RPCs and Conservation Districts. EMGP FFY17 funds could be reduced because CVRPC underspent its requests in FFY16 and FFY17. TPI funds remain stable. ACCD will hold CVRPC's 5% retainage from the FY17 contract until all FY17 funds have been expended. This is expected to occur by January 2018.

ANR has experienced significant delays for processing contracts due to vacancies. CVRPC received an award notice for the Northfield Stormwater project (line 35 of Revenues) in October 2016. The project is not under contract nor yet. If a contract is not received by the end of October, it is unlikely the project could be constructed in 2018. The majority of this project is pass through funds to contractors.

Dramatic changes to expenses are not expected. Payroll, fringe, and professional services may exchange costs based on decisions regarding accounting services. Health insurance premiums could change when premium costs are published. The server replacement was budgeted robustly given recent equipment failures. Legacy equipment purchases were aimed at short term cost savings rather than lifecycle costs.

A new reserve account was established. Unused Reserve funds liquidated in FY17 were returned to this account. The reserve fund CD balance was transferred to the new account. CVRPC established the new account after it determined funds could not be added to the existing CD. The "current reserves" balance of \$16,198 reflects these transfers and an FY18 contribution of \$5,000.

Staff continues to monitor cash flow. The timing of product based payments relative to expenses and reimbursement of contractor expenses continues to create hardship due to lack of reserves.

Staff recommends adoption of the budget adjustment.

Central Vermont Regional Planning Commission
FY18 Draft Budget Adjustment

Adopted by the Executive Committee ___ / ___ / ___

Juliana Potter, Chair

Line		03.06.17	07.11.17	09.05.17	10.02.17	Difference from Current	Percent Change	Budget Change Notes
		FY 17 Budget*	FY 18 Budget	FY 18 Budget	FY 18 Budget			
1	REVENUES	1,365,447	1,700,457	1,646,188	1,629,187	(17,001)	-1.0%	
2	Community Development	172,250	344,480	346,980	346,980	0	0.0%	
3	Fee for Service	181,606	25,143	25,143	42,767	17,624	70.1%	Increase for leased employee actual
4	Interest	10	10	10	10	0	0.0%	
5	Municipal Contracts	24,849	35,437	35,737	35,737	(0)	0.0%	
6	Natural Resources	265,335	431,743	423,301	423,301	(0)	0.0%	
7	Other Income	3,454	0	5,000	5,000	0	0.0%	
8	Public Safety	173,528	112,660	50,763	44,702	(6,061)	-11.9%	Decrease for EMPG actuals
9	Regional Planning Funds (ACCD)	271,550	269,585	269,585	342,560	72,975	27.1%	Increase for deferred FY17 revenues
10	Town Appropriations	71,537	71,537	71,537	71,537	0	0.0%	
11	Transportation	201,328	409,864	418,133	316,593	(101,540)	-24.3%	Decrease for TPI actuals & DEC contracting delay for Class IV Road Demonstration
12	Reserves	0	0	0	0	0	-	
		FY 17 Budget	FY 18 Budget	FY 18 Budget	FY 18 Budget	Difference from Current	Percent Change	Budget Change Notes
	EXPENSES	1,365,426	1,697,572	1,645,997	1,628,515	(17,482)	-1.1%	
13	Advertising	700	2,210	2,410	2,350	(60)	-2.5%	
14	Contractor Services	389,848	797,085	764,017	714,017	(50,000)	-6.5%	Decreased for actual contract start
15	Copy/Print	6,075	6,200	4,483	4,483	(1)	0.0%	
16	Dues/Memberships	10,167	10,635	10,110	10,250	140	1.4%	
17	Equipment / Furniture	0	20,000	20,000	20,000	0	0.0%	
18	Equipment Repair/Svc	1,070	450	450	400	(50)	-11.1%	
19	Fringe Benefits	216,271	202,183	171,112	154,308	(16,804)	-9.8%	Decreased for health & insurance benefits
20	Insurance	1,517	1,510	1,510	1,510	0	0.0%	
21	Interest	10	50	50	50	0	0.0%	
22	Line of Credit	0	150	150	150	0	0.0%	
23	Meeting/Programs	12,064	12,629	12,929	12,819	(110)	-0.9%	
24	Office Rent/Util/Repair	43,054	42,929	42,929	42,929	0	0.0%	
25	Other Expense	3,650	500	500	500	0	0.0%	
26	Payroll	603,506	485,569	424,469	480,539	56,070	13.2%	Increased for FY17 comp liability, leased employee actual, health benefit, & fall intern
27	Postage	1,900	2,600	2,600	2,600	0	0.0%	
28	Professional Services	25,775	36,205	111,175	108,175	(3,000)	-2.7%	Single Audit not required for FY17
29	Reserve Contribution	0	20,000	20,000	13,000	(7,000)	-35.0%	Decreased to balance budget
30	Software / Licenses	7,381	7,038	7,898	7,798	(100)	-1.3%	
31	Subscriptions / Publications	541	212	212	212	(1)	-0.2%	
32	Supplies - Office	7,820	7,380	7,380	7,380	0	0.0%	
33	Supplies - Billable	7,927	9,026	9,120	9,920	800	8.8%	Increased for fields services tablet
34	Telephone / Internet	6,509	6,812	6,812	7,112	300	4.4%	
35	Travel	19,641	26,200	25,683	28,014	2,331	9.1%	Increased for projects
36	BAL END	21	2,885	191	672	481		

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

Central Vermont Regional Planning Commission

FY18 Budget

As of 10/02/17

Total Revenues			\$1,629,187
Line			
1	Community Development		\$346,980
2	EPA Brownfields FFY15	\$299,780	274,323 contractor pass through for assessments
3	BCRC Regional Energy Planning	\$20,000	Outreach/engagement and final plan
4	NRPC Local Energy Planning FY17	\$11,800	Waterbury Town/Village, E. Montpelier, Barre Town
5	NRPC Local Energy Planning FY18	\$15,400	4 new communities
6			
7	Fee for Service		\$42,767
8	Mad River Valley Planning District Bookkeeping	\$396	Anticipate July 31 end
9	Mad River Valley Planning District Leased Employees	\$29,823	Billed back; anticipate July 31 end
10	Wrightville Beach Recreation District Bookkeeping	\$1,300	Anticipate December 31 end
11	Cross Vermont Trail Leased Employees	\$10,149	Billed back; anticipate December 31 end
12	GIS Mapping	\$1,100	
13			
14	Interest		\$10
15			
16	Municipal Contracts		\$35,737
17	Barre Town Manhole	\$300	
18	Calais Better Roads FY18	\$6,524	
19	East Montpelier Better Roads FY18	\$8,000	
20	Fayston Better Roads FY18	\$4,653	
21	Northfield Better Roads FY18	\$6,300	
22	Orange Better Roads FY18	\$3,375	
23	Williamstown Better Roads FY18	\$3,150	
24	Woodbury Better Roads FY18	\$1,050	
25	Worcester Better Roads FY18	\$2,385	
27			
28	Natural Resources		\$423,301
29	ACRPC FFY17 604B	\$1,818	
30	CCRPC FY17 Clean Water Act Outreach	\$3,760	
31	CCRPC FY18 Clean Water Act Outreach	\$18,718	Estimated 75% FY17 award
32	DEC FY16 ERP 3-Town Stormwater Masterplan	\$41,565	Barre Town, Barre City & Plainfield; 21,478 contractor pass through
33	DEC FY17 ERP Berlin Stormwater Masterplan	\$26,525	21,478 contractor pass through
34	DEC FY17 ERP Moretown Mad River Corridor Plan	\$26,878	25,150 contractor pass through
35	DEC FY17 ERP Northfield Water Street Stormwater	\$173,785	166,431 contractor/town pass through; Awarded and awaiting contract
36	DEC FY17 Mad-Kingbury Stormwater Masterplan	\$106,000	Two joint plans: East Montpelier, Calais, Woodbury & Duxbury, Moretown, Fayston, Waitsfield, Warren; 100,521 contractor pass through
37	CCRPC Clean Water Block Grant	\$0	\$1.5 M awarded to RPCs; 10% program administration funds; specific RPC amount TBD
38	High Meadows Resilience	\$22,222	Cabot, Plainfield, Marshfield flood resilience
39	FPR Forest Integrity	\$2,030	Contract in progress; Year 1 of 3-year grant
40			

Central Vermont Regional Planning Commission

FY18 Budget

As of 10/02/17

Total Revenues		\$1,629,187
Line		
41	Other Income	\$5,000
42	Donation	\$5,000
43		
44	Public Safety	\$44,702
45	VEM Emergency Mangmt Planning Grant (EMPG) FFY 16	\$19,389
46	VEM Emergency Mangmt Planning Grant (EMPG) FFY 17	\$18,750 Estimated 75% FFY16 award
47	Local Emergency Planning Committee (LEPC)	\$4,000 Administrative services, including expenses
48	VEM HMGP Mega	\$1,603
49	VEM HMGP Mega Administration	\$960
50	VEM HMGP Mega Town Contribution	\$0
51		
52	Regional Planning Funds (ACCD)	\$342,560
	FY17 Carry Forward	\$72,975
	FY18 Allocation	\$269,585
53		
54	Town Appropriations	\$71,537
55		
56	Transportation	\$316,593
57	VTrans Transportation Planning Initiative (TPI) FFY17	\$85,266 45,000 contractor pass through for studies
58	VTrans Transportation Planning Initiative (TPI) FFY18	\$146,363 6,000 contractor pass through for studies
59	VTrans Better Roads FY17 - Montpelier	\$5,674 Road erosion & culvert inventory and transportation capital budget
60	VTrans Better Roads FY17 - Roxbury	\$1,736 Road erosion inventory & transportation capital budget
61	VTrans Better Roads FY17 - Warren	\$1,634 Road erosion inventory
62	DEC Class IV Road Demonstration	\$51,000 50,000 town pass through for construction
63	NRPC Municipal Grants In Aid	\$24,921 Program admin 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 10/02/17

Total Expenses	\$1,628,515
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Line

1	Advertising		\$2,350
2	Administrative	0	
3	ACCD	1,040	Regional Plan & 11 Municipal Plan approval hearings
4	Community Development	250	
5	Municipal	0	
6	Natural Resources	600	
7	Public Safety	160	
8	Transportation	300	
9			
10	Contractor Services		\$714,017
11	Admin	0	
12	ACCD	0	
13	Brownfields	274,323	Site assessments and corrective action planning
14	Tactical Basin Planning	3,636	
15	FY16 ERP 3-Town Stormwater Masterplan	21,478	Barre City, Barre Town, Plainfield
16	FY17 ERP Northfield Water Street Stormwater	166,431	Stormwater installation
17	FY16 ERP Berlin Stormwater Masterplan	21,478	
18	FY17 ERP Moretown Mad River Corridor Plan	25,150	
19	FY17 ERP Mad-Kingsbury Stormwater Masterplan	100,521	Warren, Waitsfield, Fayston, Duxbury, Moretown & East Montpelier, Calais, Woodbury
20	FFY17 Transportation Planning Initiative (TPI)	51,000	Intersection studies for E. Montpelier & Orange
21	DEC Calais Class IV Roads	50,000	Pass through to Towns for project construction
22	Clean Water Block Grant Implementation	0	To be determined
23			
24	Copy / Print		\$4,483
25	Old Lease	1,338	Prorated 3 months
26	New Lease	2,320	Prorated 10 months
27	Color Copies	725	Reduced for new copier lease
28	Property Tax	100	
29			
30	Dues / Memberships / Sponsorships		\$10,250
31	VAPDA	6,050	Annual Dues, includes special project assessment and CVRPC participation in multi-RPC activities
32	VT League of Cities & Towns	835	
33	Nat'l Assoc. of Development Orgs	2,000	
34	Assoc. of State Floodplain Managers	240	Certified Floodplain Manager
35	VT Planners Assoc.	125	5 staff
36	American Planning Association	0	Salary based
37	Conference/Workshop Sponsorships	1,000	

Central Vermont Regional Planning Commission
FY18 Budget
As of 10/02/17

Total Expenses			\$1,628,515
38			
39	Equipment / Furniture		\$20,000
40	Capital: Non-Billable	20,000	Server replacement
41	Capital: Billable	0	
42	Office Furniture	0	
43	Office Equipment	0	
44	Other	0	
45			
46	Equipment Repair & Service		\$400
47	Telephone System	100	
48	Repair & Service	300	Traffic counter repair
49			
50	Fringe Benefits		\$154,308
51	FICA	34,355	Medicaid & Social Security taxes
52	Health Ins.	72,086	12.7% premium increase requested by BCBSVT for CY18; removed payment in lieu of health insurance
53	Dental Ins.	6,494	2% premium increase
54	Vision Ins.	0	Not provided
55	Retirement	22,454	5% of gross wages
56	Disability Ins.	920	
57	Life Ins.	4,972	
58	Unemployment Ins.	1,510	
59	Workers Comp Ins.	2,600	Fluxuates between \$2400-\$2600 annually
60	MRVPD Leased Employee Fringe	8,056	All benefits
61	Cross Vermont Trail Leased Employee Fringe	860	FICA only
62			
63	Insurance		\$1,510
64	General Liability (Property/Vehicle/Fire)	1,510	Policy includes Public Officials Liability
65			
66	Interest		\$50
67			
68	Line of Credit		\$150
69	Annual Fee	150	
70	Debt Repayment	0	Debt not anticipated
71	Interest	0	

Central Vermont Regional Planning Commission

FY18 Budget

As of 10/02/17

Total Expenses			\$1,628,515
72			
73	Meeting / Programs		\$12,819
74	Admin	2,500	50th celebration 1500; NADO Policy Conf 500
75	ACCD	6,500	700 workshops/forums; 800 Commission mtgs; prof dev
76	Energy Planning	750	
77	Brownfields	500	In-state trainings, national conference
78	Municipal	0	
79	Natural Resources	449	Winooski Basin Plan meetings
80	Public Safety	610	LEPC 500; floodplain administrator training
81	Transportation	1,510	TAC & project mtgs
82			
83	Office Rent / Utilities / Repairs		\$42,929
84	Rent	41,059	Lease through 09/30/2020
85	Office Cleaning	1,820	70/bi-weekly
86	Repairs & Other Maintenance	50	
87			
88	Other Expense		\$500
89	Miscellaneous	300	Gifts, non-billable fees, etc.
90	Interest & Fees	100	
91	Bad Debt	100	
92			
93	Payroll		\$480,539
94	Gross Pay	432,867	7 FTE plus Planning Techs; includes raises, bonuses, & payment in lieu of health insurance benefit
95	Comp Time	3,411	FY18 estimate
	Comp Time	12,812	FY17 unpaid liability
96	Overtime	0	Non-exempt employee
97		21,767	MRVPD Leased Employees
98		9,288	Cross VT Trail Leased Employees
99		394	Payroll direct deposit fees
100			
101	Postage		\$2,600
102	Postage Machine	875	175/qtr meter lease
103	Machine Postage	1,500	1000/year unless Regional Plan work
104	Billable Postage	225	

Central Vermont Regional Planning Commission

FY18 Budget

As of 10/02/17

Total Expenses			\$1,628,515
105			
106	Professional Services		\$108,175
107	Audit	9,000	Single Audit not anticipated
108	Accounting	81,120	Bookkeeping, audit preparation, QuickBooks conversion
109	Benefits Administration	1,000	Section 125 Cafeteria Plan
110	Employee Assistance Program	0	
111	IT/Computer	10,530	Base 4980, Problems 550, Server install 5000
112	Legal	4,600	3000 Personnel & benefits; 600 brownfields; 1000 other
113	Staff Training	0	
114	Videography	1,925	175/mo for Commission meetings
115			
116	Reserve Contribution		\$13,000
117	General	13,000	
118	Equipment/Capital	0	
119	Office Renovation	0	
120			
121	Software / Licences / IT Subscriptions		\$7,798
122	ESRI GIS License	3,600	1600 single; 1500 concurrent; 500 Spatial Analyst
123	Reimage	42	ARCGIS online patch
124	Intuit Quickbooks Pro	1,390	1-yr QB payroll module; 3-year annual license due 2020; 5 additional user seats 1000
125	Microsoft Exchange 365	562	Remote access (email)
126	Tech Soup	318	Quickbooks license 1@50; Adobe Standard 4@55 each; Antivirus 12@4
127	Log Me In	600	Remote access
128	Symquest	488	1-year server warranty
129	AT&T	300	GPS symcard data service (GPS data accuracy corrections)
130	Community Remarks	280	Community outreach map for Regional Plan
131	Network Solutions	218	CVRPC & Plan Central VT website
133			
134	Subscriptions		\$212
135	Times Argus	190	e-subscription
136	Valley Reporter	22	e-subscription
137	Front Porch Forum	0	Allows postings to 23 forums in the region (outreach tool)

Central Vermont Regional Planning Commission

FY18 Budget

As of 10/02/17

Total Expenses			\$1,628,515
138			
139	Supplies - Office		\$7,380
140	General Office	3,500	
141	Equipment	2,230	EM laptop & monitor
142	GIS	1,000	
143	Bottled Water	650	
144	Office Furniture	0	
145			
146	Supplies - Billable		\$9,920
147	ACCD	150	
148	Municipal	0	
149	Community Development	320	
150	Public Safety	0	
151	Natural Resources	550	
152	Transportation	8,900	Field supplies 1100; Bicycle counter 7000; Tablet 800
153			
154	Telephone / Internet		\$7,112
155	Telephone Lease/Service	4,820	
156	Internet Service	1,392	
157	Tablet Data Plan	900	For GPS accuracy during field work
158			
159	Travel		\$28,014
160	Administrative	4,000	VAPDA & other mtgs
161	ACCD	8,125	Municipal & State meetings; professional development
162	Community Development	3,128	Brownfields trainings/site visits/conference; energy regional outreach & local plans
163	Municipal	1,550	Municipal contract meetings & field work
164	Natural Resources	1,475	Meetings
165	Public Safety	2,591	Site visits, meetings, CFM continuing education requirement
166	Transportation	7,145	TPI 5250; Better Roads Inventories 450; Water quality 1444
167			

CENTRAL VERMONT REGIONAL PLANNING COMMISSION**Reserve Fund**

As of 10/02/17

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**\$404,379.68****Current Reserves: \$16,198**

\$16,198 Unrestricted/Unassigned - general reserves

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

\$0 Unrestricted/Committed - accrued compensated absences (liability for Vacation & Sick Leave and Compensatory Time)

Balance (+/-): (\$388,182)**Minimum Monthly Expenses:****Total \$67,397**

Equipment	\$1,667
Fringe Benefits	\$12,116
Insurance	\$126
Office Rent/Utilities	\$3,577
Other Expense	\$42
Payroll	\$36,072
Postage	\$217
Printing/Copies	\$374
Prof Services	\$9,015
Software (licenses)	\$650
Supplies Office	\$615
Telephone/Internet	\$593
Travel	\$2,334

Recommendations

1. During this year, contribute \$13,000 to existing reserves.
2. Recommended set aside should be reviewed at mid-year and adjusted as needed.

5-year Strategic Goals – FY18 Activities

Quarterly Progress Report

September 30, 2017

Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Goal 1: Enhance Financial Security												
Financial restructure complete			✕	X								
Complete audit				✕								
Audit/Indirect Proposal submitted					✕							
Administrative cost reduction plan <ul style="list-style-type: none"> Most effective reduction is staff hours Direct charge costs over \$5,000 Postage & meter lease opportunity 			✓									
Reserve contribution (quarterly) <ul style="list-style-type: none"> \$11,198 moved to new fund \$5,000 added 1st quarter 		✓		✕			✕			✕		
Personnel Policy adopted (07/21/17)	✓						Revisit					
Records Retention Policy adopted				✕	X							
Admin/Financial Procedures adopted						✕	X					
Grants Management Manual complete												✕
2 CFR staff training plan & implementation						✕	✕	✕	✕	✕	✕	✕
Goal 2: Create Operational Excellence												
3-year staff development plan								✕				
Credential 1-2 staff as CFM or AICP				#1								✕
Develop Committee Rules of Procedure <ul style="list-style-type: none"> Project Review - complete Town Plan Review - in-progress Nominating – no action Regional Plan – no action Clean Water Advisory – no action Executive (reformatting) – no action 						✕						
Designate Committee Chairs			✕			X						

Legend

- ✕ = Targeted Date for Completion
✓ = Completed
X = Revised Date for Completion

Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Host Chair training				✕			X					
Host new Commissioner training	✓											
Commissioner survey <ul style="list-style-type: none"> Drafted 07/31 Modified & distributed Commission meeting summary 11/14 		✕			X							
Commissioner Handbook			✕			X						
Commissioner input into FY19 Work Plan							✕					
Clean office				✕		X						
Furniture replacement plan						✕						
Paint office walls <ul style="list-style-type: none"> Add paint to mid-year budget Paint office 									✕			
Goal 3: Enhance Services												
Municipal Plan review for needs identification							✕					
Municipal needs survey								✕				
3-Challenges Commission meeting							✕					
Identify towns for project management services <ul style="list-style-type: none"> 			✕							✕		
Plan Central VT to Commission								✕				
Draft Plan Central VT sent for review												✕
Goal 4: Increase Perception of CVRPC as Leader and Partner												
Communications Plan <ul style="list-style-type: none"> Rough draft complete 			✕		X							
Identify State Plans, etc. for comment <ul style="list-style-type: none"> State Hazard Mitigation Plan DEC River Corridor/Floodplain Model Winooski Tactical Basin Plan 	✓											
Identify Summer Study Committees for comment <ul style="list-style-type: none"> Commission on Act 250 	✓											

Legend

- ✕ = Targeted Date for Completion
✓ = Completed
X = Revised Date for Completion



MEMO

Date: September 29, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: 2018 Municipal Dues

Action Requested: Adopt a 2018 Municipal Dues assessment rate of \$1.13 per capital, a 3% increase.

Justification

CVRPC has two flexible sources of funds: municipal assessments and regional planning funds provided from the State of Vermont. These sources are discussed in more detail under Background.

When viewed together, CVRPC's flexible funds decreased by \$264 (.08%) over the past 10 years. This coincided with higher match requirements on both state and federal dollars.

Year	Municipal Amount	State Award	Combined Value	Change	Percent Change
FY 2008	\$60,112	\$279,183	\$339,295	\$12,722	3.9%
FY 2009	\$61,929	\$245,386	\$307,315	(\$31,981)	-9.4%
FY 2010	\$61,929	\$244,618	\$306,547	(\$768)	-0.2%
FY 2011	\$68,447	\$231,933	\$300,380	(\$6,167)	-2.0%
FY 2012	\$68,447	\$233,409	\$301,856	\$1,476	0.5%
FY 2013	\$68,286	\$232,196	\$300,482	(\$1,374)	-0.5%
FY 2014	\$68,286	\$256,580	\$324,866	\$24,384	8.1%
FY 2015	\$71,537	\$271,814	\$343,351	\$18,485	5.7%
FY 2016	\$71,537	\$272,253	\$343,790	\$439	0.1%
FY 2017	\$71,537	\$269,459	\$340,996	(\$2,794)	-0.8%
FY 2018	\$71,537	\$267,494	\$339,031	(\$1,965)	-0.6%

Staff recommends increasing the assessment. To attain consistency in approach for future years, staff also recommends the Commission consider developing a policy to guide its decisions in future years and allow municipalities to anticipate and plan for future budget requests.

Background

Municipal Assessments

Of the two sources of flexible funds, the municipal assessment funds are the most flexible. They are provided to the RPC with the trust that they will be used wisely for local and regional planning and implementation programs. Once received by the municipalities, these funds are controlled and managed by the CVRPC. They are used to match other grants sources, make up shortfalls or reductions in grants and contracts, and help support ongoing operations and maintenance of a professional staff. State officials and legislators look to municipal assessments (both the rate and the overall participation) as one indicator of the success of a regional planning commission.

Level funding municipal assessments has led to the municipal assessment becoming less and less effective as a source of funds, in terms of buying power and as a portion of the CVRPC budget. CVRPC must ensure that municipal assessments continue to be an integral part of the CVRPC budget, that the buying power of this resource is not diminished over time, and that the funds continue to keep pace with the increasing state and federal interest in higher percentages of local match.

Setting the Assessment Rate

The CVRPC bylaws require that the municipal assessment rate be set each year by November 15; the Executive Committee acts on behalf of the Commission as part of the budgeting process. As demonstrated in the table below, the Commission has worked to keep rates level, as the goodwill of maintaining a level request was more valuable than the amount of money each increase would bring to CVRPC. For the past 10 years, rate changes reacted to major changes in regional planning funds, although they did not fill gaps from regional planning fund reductions.

Municipal Assessment History

Year	Per Capita Rate	Amount Raised	Dollar Change	Percent Change	Notes
FY 2008	0.95	\$60,112			
FY 2009	0.95	\$61,929	\$1,817	3.0%	Used 2005 population estimates
FY 2010	0.95	\$61,929	\$0	0.0%	
FY 2011	1.05	\$68,447	\$6,518	10.5%	
FY 2012	1.05	\$68,447	0	0.0%	
FY 2013	1.05	\$68,286	(\$161)	-0.2%	Used new Census population
FY 2014	1.05	\$68,286	\$0	0.0%	
FY 2015	1.10	\$71,537	\$3,251	4.8%	
FY 2016	1.10	\$71,537	\$0	0.0%	
FY 2017	1.10	\$71,537	\$0	0.0%	

Regional Planning Funds

The regional planning funds provided by the State of Vermont are set in statute as a percentage of the property transfer tax. This formula amount is regularly reduced by the legislature when passing the yearly State budget. The overall amount provided to regional planning is further distributed to the RPCs based on a funding rule that allocates dollars based on population, number of municipalities, and portion of the overall state property transfer tax. Expenditure of these dollars is somewhat flexible, but

increased scrutiny and accountability has led to tighter restrictions and more detailed guidance on how these funds can be spent. Therefore these funds are not as flexible as municipal assessment dollars. These pass through grant dollars are managed by the Agency of Commerce and Community Development's Department of Housing and Community Development through a yearly contract.

Year	Award	Dollar Change	Percent Change	Notes
FY 2008	\$279,183	\$12,722	4.8%	
FY 2009	\$245,386	(\$33,797)	-12.1%	Legislative retraction
FY 2010	\$244,618	(\$768)	-0.3%	
FY 2011	\$231,933	(\$12,685)	-5.2%	
FY 2012	\$233,409	\$1,476	0.6%	
FY 2013	\$232,196	(\$1,213)	-0.5%	
FY 2014	\$256,580	\$24,384	10.5%	Legislative restoration
FY 2015	\$271,814	\$15,234	5.9%	
FY 2016	\$272,253	\$439	0.2%	Change based on formula results
FY 2017	\$269,459	(\$2,794)	-1.0%	Change based on formula results
FY 2018	\$267,494	(\$1,965)	-0.7%	Change based on formula results

Vermont RPC Municipal Dues Rates and Structures

*FY17 = 5% & FY18 = 4%

As of 12/01/16

RPC	Population (2010 Census)	Amount Raised by Dues	Number of Municipalities	Dues as Percentage of Total Revenues	Calculation Method	Per Capita Equivalent
Addison	36,821	41,023	21	5%	\$1.23 per capita, minus group quarters	\$1.11
Bennington	37,701	60,654	17	7%	Population <500=\$1,750; Population 500-2000=base plus \$1 per 500 persons; Population >2000=\$4350 plus \$.75 per 2000 persons ^ (% adjustment each year until formula reset based on new population)	\$1.61
Central	65,034	71,537	23	9%*	\$1.10 per capita	\$1.10
Chittenden	156,545	244,770	19	7%	% of EEGL, each municipality is assessed based on their percentage of the County Equalized Education Grant List value (assessed property values)	\$1.56
Lamoille	24,475	20,000	10	3%	Amount to be raised set by Board. Municipal share pro-rated 50/50 based on most recent Census population and EEGL value	\$0.82
Northeast Kingdom	62,438	46,828	50	4%	\$0.75 per capita - minimum dues of \$500 and maximum of \$3,500	\$0.75
Northwest	54,715	55,619	22	4%	\$1.02 per capital (\$1.047 for FY18); policy for increases tied to COLA	\$1.02
Rutland	61,642	24,050	26	2%	\$925 per year per municipality	\$0.39
Southern Windsor	24,711	30,889	10	4%	\$1.25 per capita	\$1.25
Two Rivers	55,996	76,712	30	7%	\$1.37 per capita (\$1.47 for FY18)	\$1.37
Windham	45,883	103,489	27	5%	\$2.25 per capita; minimum \$250	\$2.26



BOARD OF COMMISSIONERS

October 10, 2017 at 7:00 pm

Central VT Chamber of Commerce, Paine Turnpike South, Berlin

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

At the next crossroads, the Chamber is on your left. It is the light yellow building.)

AGENDA

<u>Page</u>	<u>Time</u> ¹	<u>Description</u>
	7:00	Adjustments to the Agenda
		Public Comments
	7:05	Meeting Minutes – September 12, 2017 (enclosed) ²
	7:10	Staff Reports (enclosed)
	7:15	Executive Director's Report (enclosed)
	7:25	Committee Reports (enclosed)
	7:35	Central Vermont Economic Development Corporation Report, Jamie Stewart
	7:40	Cabot Municipal Plan Approval and Confirmation of Planning Process <ul style="list-style-type: none"> – Municipal Plan public hearing – Municipal Plan Regional Approval decision² – Confirmation of Planning Process decision²
	7:50	Winooski River Tactical Basin Plan Presentation and Commission input
	8:50	FY2018 Work Plan and Budget, Bonnie Waninger (enclosed) Presentation of CVRPC's FY2018 activities and funding.
	9:00	Adjournment

¹ Times are approximate unless otherwise advertised.

² Anticipated action item.