

**EXECUTIVE COMMITTEE****July 9, 2019****6:00 p.m.**

Note Location!

Central VT Chamber of Commerce Conference Room, 963 Paine Turnpike North, Berlin

Page **AGENDA****6:00¹ Adjustments to the Agenda****Public Comment****6:05 Anticipated Executive Session – 1 V.S.A §313(3), Personnel****2 6:10 Contract/Agreement Authorization (enclosed)²**

a) VT Department of Forests, Parks, and Recreation – Forest Integrity Project Aid Amendment #1

b) City of Barre – Pouliot Avenue Stormwater Mitigation Amendment #1

20 6:15 FFY20 Transportation Planning Initiative Work Plan & Budget (enclosed)²

Review and adopt work plan and budget. Authorize contract signature.

33 6:25 Financial Report (enclosed)²

Discuss and accept financial report.

6:30 Adjourn**Next Meeting: August 5, 2019**

¹ All times are approximate unless otherwise advertised² Anticipated action item



MEMO

Date: July 3, 2019
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Contract/Agreement Approvals

GRANT AND SERVICE AGREEMENTS RECEIVED

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

Department of Forests, Parks & Recreation – Forest Integrity Project Aid Amendment #1

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the agreement amendment.

Scope of Work: Provide municipalities and regional planning commissioners with professional guidance, expert advice, and current forest integrity mapping and modeling resources.

- Participate in project steering committee
- Assist with development of forest conservation planning materials and mapping tools
- Test materials and tools developed through work with municipalities and RPCs
- Conduct trainings to transfer knowledge and skills
- Participate in project sharing with neighboring states and in deliverable evaluation and material/tool adaptation.

Funding:

Grant Amount: \$30,000 (federal)

Match Amount: \$30,000

Match Source: High Meadows Winooski Headwaters Resilience

Performance Period: 12/20/2017 - 08/31/2020 (pre-award costs were authorized beginning 09/01/17)

Staff: Clare Rock (primary), Pam DeAndrea, Zachary Maia

Notes: This is a no cost amendment to:

- a) modify the allowable indirect rate (Section II, Item 22) to reflect CVRPC's annual, VTrans-approved rate,
- b) enable semi-annual invoicing (June and December) rather than task-based invoicing, and
- c) allow simultaneous, rather than sequential, work on tasks by removing interim task deadlines. This aligns with the project approach and workflow.

CONTRACTS WRITTEN

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

Barre City – Pouliot Avenue Stormwater Mitigation Amendment #1

✕ ACTION REQUESTED: Retroactively authorize the Executive Director to sign the contract amendment.

Scope of Work: Provide program management services for the City's Pouliot Avenue Stormwater Mitigation project funded through the Clean Water Block Grant Program.

Funding:

Contract Amount: ~~\$144,000~~ \$137,270

Funding Source: SWCRPC Clean Water Block Grant

Performance Period: 04/03/18 – ~~07/01/19~~ 12/31/19

CVRPC Staff: Pam DeAndrea

Notes: Prior to agreeing to the amendment, CVRPC issued a Contract Breach Notice (enclosed) in accordance with the contract. The Notice is the next step in the Termination for Cause process. It provides the City with a pathway of milestone that must be met to avoid contract termination and reallocation of the funds to another project. The contract terms were amended a) to include the milestones and deadlines and to require the City to notify CVRPC within three business days after a deadline if the milestone has been completed, and b) to notify the City that CVRPC would request reimbursement of any cost incurred by CVRPC that is not paid by SWCRPC should the contract be terminated for cause. Staff discussed both documents with the City Manager and staff prior to sending them. The City expressed that it is committed to completing the project and understands the new terms.

FOR INFORMATION ONLY

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

GRANT AND SERVICE AGREEMENTS RECEIVED

None.

CONTRACTS WRITTEN**Milone & MacBroom – Stormwater Planning and Engineering Services Master Agreement Addendum 1**

Scope of Work: Complete final designs for a stormwater mitigation project at the Plainfield Health Center. Stormwater runoff from the site, Route 2, and lands along Route 2 has created an ongoing water quality issue. This project addresses gully erosion caused by the high velocity of concentrated stormwater leaving the outlet pipe of the existing stormwater treatment area, removing steep, erodible soils.

Funding:

Contract Amount: \$17,640

Current Master Agreement Value: \$17,640

Funding Source: Vermont Department of Environmental Conservation

Performance Period: 06/14/19 – 01/31/20

CVRPC Staff: Pam DeAndrea (primary), Zachary Maia

Note: This project implements the Central Vermont Stormwater Master Plan for Barre Town, Barre City, and Plainfield, completed by CVRPC and the municipalities in 2018. The concept design includes a series of steps and pools to temporarily store water, remove sediment, and slow velocities entering the existing gully in addition to stabilizing the side slopes of the gully. The design is intended to stop the gully from continuing to move uphill therefore reducing the risk to the existing stormwater pond and reducing sediment migration to the Winooski River.



AGREEMENT AMENDMENT

PARTY: City of BarreAGREEMENT #: 2018-02AGREEMENT AMENDMENT #: 1EFFECTIVE DATE: June 14, 2019

SUBJECT: Agreement # 2018-02, entered into by the Central Vermont Regional Planning Commission, and by City of Barre, is amended as follows:

1. Maximum Amount: In consideration of the scope of work specified in Attachment A, the PROGRAM MANAGER agrees to pay PROJECT RECIPIENT, in accordance with the Payment Provisions specified in Attachment B, a sum not to exceed \$137,270 for documented costs for PROJECT implementation. This maximum sum is based on the Preliminary Project Budget Table in Attachment B.
2. Agreement Term. The period of performance shall begin on April 3, 2018 and end on November 30, 2019. The end date wherever such references appear in said Agreement and its attachments, is modified to reflect this amended date.
3. Cancellation. This Agreement may be cancelled by either party by giving written notice at least fifteen (15) days in advance.
4. Attachment B, Budget and Payment Provisions.
 - a) Budget. The Preliminary Budget Table is based on currently available estimates. Upon selection of engineers and contractors, the PROJECT RECIPIENT will submit a final budget to supersede the Preliminary Budget Table. This will be the final budget (Attachment D) to this agreement upon which reimbursement and match will be determined.
 - b) Other Provisions.

Sufficient Progress: Sufficient progress will be measured by examining the performance required under the work plan in conjunction with the milestone schedule, the time

remaining for performance within the project period and/or the availability of funds necessary to complete the project. CVRPC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

The following schedule for Milestones shall be adhered to by the City of Barre. The City of Barre shall provide notice of completion of each Milestone in writing to CVRPC within three business days of the Due Date indicated below.

Milestone	Due Date
1. Bid Advertisement	June 30, 2019
2. Prepare site for construction	July 19, 2019
3. Landowner Agreements	July 19, 2019
4. Procurement of Construction Contractor and Notice to Proceed	August 15, 2019
5. Construction Completion	October 11, 2019
6. Match Documentation to CVRPC	November 15, 2019

- c) Preliminary Project Budget Table. Based on the cost estimate received from Watershed Consulting Associates, LLC for the construction phase, the budget is amended as follows:

Match (Other Resources)	Type	Amount	Status
Municipality	In-Kind	\$34,317	
Municipality	Cash		
Other			

Activity	Description	CWBG	Match	Total Activity Costs
Engineering		\$9,600	\$2,400	\$12,000
Construction		\$125,270	\$31,317	\$156,587
Other	Construction Oversight	\$2,400	\$600	\$3,000
Total Costs		\$137,270	\$34,317	\$171,587
Percentage of Total		80%	20%	

All other terms and conditions of this Agreement not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Agreement #2018-02 in its entirety and agrees to be bound by the provisions enumerated therein.

**CENTRAL VERMONT
REGIONAL PLANNING COMMISSION**

By: Bonnie Waninger

Name: Bonnie Waninger

Title: Executive Director

Date: 07/02/19

PARTY

By: Steven E. Mackenzie

Name: Steven Mackenzie

Title: City Manager

Date: 7/2/19



June 24, 2019

Janet Shatney, Director of Planning, Permitting & Assessing
City of Barre
6 North Main Street, Suite 7
Barre, VT 05641
PPADirector@barrecity.org

Re: Notification of Contract Breach

Dear Janet,

This notice is to inform you that the City of Barre (PROJET RECIPIENT) is in breach of our contract, "Pouliot Avenue Stormwater Mitigation, CVRPC Agreement No.: 2018-02", dated April 4, 2018 regarding the following:

The City has failed to demonstrate it has made sufficient progress on the project based on the time remaining for performance within the project period.

Specifically, the City is in breach of the following section or clause:

Agreement Term: The period of performance shall begin on April 3, 2018 and end on July 1, 2019.

A more detailed description of the City's breach is as follows:

A construction contractor has not been hired. Therefore, the project cannot be constructed by the agreement termination date.

The City may cure this breach by meeting the following Milestones by the Due Date indicated:

Milestone	Due Date
1. Bid Advertisement	June 30, 2019
2. Prepare site for construction	July 19, 2019
3. Landowner Agreements	July 19, 2019
4. Procurement of Construction Contractor and Notice to Proceed	August 15, 2019
5. Construction Completion	October 11, 2019
6. Match Documentation to CVRPC	November 15, 2019

Specifically, the breach must be cured as follows:

- CVRPC (PROGRAM MANAGER) shall prepare a contract amendment extending the Agreement Term to November 30, 2019. If the City elects to continue this project, the amendment must be jointly signed by CVRPC and the City of Barre by July 3, 2019.
- The City of Barre shall complete the Milestones noted in this notice by the Due Dates indicated and shall provide notice of completion for each Milestone in writing to CVRPC within three business days of the Due Date.

If the breach is not cured as described above, specifically failing to meet a Milestone by its Due Date, CVRPC will terminate its agreement with the City of Barre for the Pouliot Avenue Stormwater Mitigation project. CVRPC also will notify Southern Windsor County Regional Planning Commission that the funding designated for this project can be de-obligated and reassigned.

In addition, if the funding for this project is de-obligated due to agreement termination for Contract Breach, CVRPC will request that the City of Barre reimburse CVRPC for any PROGRAM MANAGER costs not paid by the Southern Windsor County Regional Planning Commission (SWCRPC) under CVRPC's Clean Water Block Grant Sub-Grant Agreement with SWCRPC (#CVRPC-2018CWBG-01). Payment of PROGRAM MANAGER costs by SWCRPC is based on construction costs. CVRPC incurred costs for this effort in good faith based on repeated assurances from the City of Barre that the project would proceed to construction prior to the original agreement termination date of the agreement between the City of Barre and CVRPC.

Please contact me for further discussion.

Sincerely,



Bonnie Waninger
Executive Director

¹ Grant #: 06130-FRAGLSR-01		² Original <input type="checkbox"/>		Amendment # <input type="checkbox"/> 1	
³ Grant Title: Forest Integrity Project Aid					
⁴ Amount Previously Awarded: \$30,000.00		⁵ Amount Awarded This Action: \$0.00		⁶ Total Award Amount: \$30,000.00	
⁷ Award Start Date: 12/20/2017		⁸ Award End Date: 08/31/2020		⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission			
¹² Grantee Address: 29 Main Street, #4					
¹³ City: Montpelier		¹⁴ State: VT		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Forests, Parks and Recreation				¹⁷ Business Unit: 06130	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$30,000.00 Description: 50/50 match			
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input checked="" type="checkbox"/>					

21	Grantee DUNS #: 158842195	22	Indirect Rate: % (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): 12			25	R&D: <input type="checkbox"/>
26	DUNS Registered Name (if different than VISION Vendor Name in Box 11):				

STATE FUNDS				
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund			\$0.00	
Special Fund			\$0.00	
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
10.664	Cooperative Forestry Assistance: Forest Integrity	\$30,000.00		\$30,000.00	17-DG-11420004-243	07/17/2017	\$218,000.00

39 Federal Awarding Agency:			40 Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$30,000.00	\$0.00	\$30,000.00			

07/09/19**Executive Committee****Page 11**

Grant #06130-FRAGLSR-01 – Amendment #1



Vermont Department of Forests, Parks & Recreation

Agency of Natural Resources

STANDARD GRANT AMENDMENT

1. Parties: This is an Amendment for Grant #06130-FRAGLSR-01 for services between the State of Vermont, Department of Forests, Parks & Recreation (hereinafter called "State"), and Central Vermont Regional Planning Commission (hereinafter called "Subrecipient"). This is the first change.
2. Party certifies under the pains and penalties of perjury that, as of the date that the amendment to 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.
3. Reason for Amendment: The reason for this Amendment is to 1) allow Subrecipient's Indirect Rate to be approved by the State annually, prior to a new fiscal year, based on an Indirect Rate negotiated with the Vermont Agency of Transportation, 2) to enable interim billing by the Subrecipient for periods ending June 30 and December 31 during the grant term, and 3) to revise the project plan to remove interim deadlines and align with Subrecipient's implementation of Phases I-IV as described in Attachment A, paragraph 4, simultaneously instead of in sequence, as directed by the State. This revised project approach is due to response to and revisions to workflow needed as an outcome of Act 171 of 2016 related to forest fragmentation.
4. Delete: Attachments A, B and C in the original agreement with the revised attachment below.
5. Amendment: All other terms and conditions of the original grant remain in full force and effect. No other changes, modification 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.

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

STATE OF VERMONT**By:**

Michael C. Snyder, Commissioner**Department of Forests, Parks & Recreation****Date:** _____**SUBRECIPIENT****By:**

Name: (Print) Bonnie Waning**Title:** _____**Date:** _____

07/09/19

Executive Committee

Page 12

Grant #06130-FRAGLSR-01 – Amendment #1

Attachment A

SCOPE OF WORK TO BE PERFORMED

1. Description: The Subrecipient shall assist the State with the Forest Integrity Project by providing municipalities and regional planning commissions with professional guidance, expert advice, and current forest integrity mapping and modeling resources. Project work will focus on providing resources, expertise, and outreach to transfer knowledge and skills statewide and regionally. The goal of this project is to work collaboratively to maintain forest integrity, plan for development and conserve forests by improving technical resources, providing targeted forest assessments, and providing tools to integrate forest integrity considerations into the land use planning process.
2. Work shall be completed in accordance with this Attachment A, Attachments B and C, and as specified by the State.
3. All invoices and reports shall be submitted to the State by 8/31/2020.
4. The Subrecipient shall complete work through the following phases:
 - a. Phase I: Project Initiation and Steering Committee Participation
 - i. Attend and participate in six (6) workgroup meetings to support project start-up, implementation, technology transfer and evaluation.
 - b. Phase II: Conservation Planning Aids, Mapping Tool and Educational Materials
 - i. Update and augment forest conservation planning materials and mapping tool that provide guidance for identifying and conserving working forest landscapes for multiple values and uses.
 - c. Phase III: Technical Assistance and Testing
 - i. Test the resources developed in Phase II by providing technical assistance and resources to municipalities and regionally planning commissions who are updating plans.
 - ii. Develop, at a minimum one (1) regional, and five (5) municipal plans that include forest integrity goals and strategies.
 - iii. Provide written feedback, including recommendations for planning aids and mapping tool adaptations.
 - iv. Submit a list outlining the technical assistance provided.
 - v. At a minimum, complete one (1) regional plan and two (2) municipal plans.
 - vi. At minimum, complete three (3) additional municipal plans.
 - d. Phase IV: Training
 - i. Conduct training(s) as outlined below to transfer knowledge and skills that prepare leaders to lead planning and conservation in their municipalities/regions.
 - i. Support five (5) workshops for regional planning commissions.
 - ii. Support ten (10) workshops for local planning and conservation commissions members by participating in development, outreach and delivery of workshops.
 - e. Phase V: Project Sharing and Evaluation
 - i. Share forest integrity products to inform and assist neighboring states through a regional workshop, a webinar series, and professional presentations.
 - ii. Assist with adapting tools based on recommendations and evaluation.
 - iii. Participate in webinar series, and regional stakeholder meeting.

07/09/19**Executive Committee****Page 13**

Grant #06130-FRAGLSR-01 – Amendment #1

ATTACHMENT B
PAYMENT PROVISIONS

1. The State shall pay a maximum grant award of \$30,000 with a \$30,000 Subrecipient match requirement. The Subrecipient is required to provide match equal to the amount of grant funds expended by the conclusion of the agreement. Match may be cash or in-kind contributions in accordance with 2 CFR Part 200.
 2. Subrecipient may submit invoices at six-month intervals for actual expenditures for the periods ending June 30 and December 31. All invoices must be accompanied by a progress report demonstrating work accomplished by phase. The State shall make payment upon receipt and approval of invoices.
 3. Upon completion of work under this agreement the Subrecipient shall provide documentation of the required match for final payment to be made. If the required 50% match is not provided by the Subrecipient the Subrecipient may be responsible for repaying grant funds to the State.
 4. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Subrecipient unless written approval is received from the State.
 5. Pre-award costs dating back to 9/1/17 are allowed for work completed in accordance with Attachment A.
 6. The Subrecipient shall submit a final fiscal and performance report within 30 days following the end date of this agreement.
 7. If the work described in any invoice as provided by the Subrecipient, has not been completed to the satisfaction of the State, as determined by the State's Grant Manager listed below, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.
 8. The State shall not be responsible for any other expenses of the Subrecipient.
 9. Invoice Submission: The Subrecipient shall submit all invoices by e-mail to ANR.FPRAgreements@vermont.gov copying the State Project Manager, Danielle Fitzko, at Danielle.fitzko@vermont.gov
 Invoices shall be addressed to:
 Vermont Department of Forests, Parks and Recreation
 Accounts Payable
 1 National Life Drive, Davis 2
 Montpelier, VT 05620-03801
- In the event that the Subrecipient cannot submit invoices by e-mail invoices shall be mailed to the above address.
10. The Subrecipient agrees to maintain records of cost of work for a minimum of three (3) years from the end of the grant period.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

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 this 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.

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 if 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.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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 this 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 this Agreement, 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. 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 the continental United States, except with the express written permission of the State.

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 this 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 this 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 12 ("Location of State Data"); 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 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

24. 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.

25. 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.

26. 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.

27. Termination:

- 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. 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.

28. 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.

29. No Implied Waiver of Remedies: Either 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.

30. 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.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: 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 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 accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If 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.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)



MEMO

Date: June 25, 2019

To: Executive Committee

From: Daniel Currier, Program Manager

Re: CVRPC FFY 2020 TPI Work Program and Budget

Request

Staff requests Executive Committee approval of the draft CVRPC FFY 20 Transportation Planning Initiative work program and budget.

This work program and budget reflects the updated VTrans guidance on eligible tasks and budget. Exhibit 1 includes the full work program (new tasks have been **bolded**). Exhibits 2-3-4 includes the budget.

In brief: The following changes from the FY19 work program and budget are as follows:

Task 1 – Program Administration: No changes to tasks.

Task 2 – Public Participation and Coordination: No changes to tasks.

Task 3 – Long Range Planning: No changes to tasks.

Task 4 – Short Range Planning: one new task have been added.

- Public Transit Planning - **Human Services Transportation Coordination/Regional E&D (Elderly and Disabled) Public Transit Advisory Committees (RPTAC) Survey**

Task 5 – Project Development Planning: No change to tasks.

Task 6 A – Other Planning Activities (VOBCIT Technical Support): No change to tasks.

Task 6 B – Other Planning Activities **(Watershed Planning): Transportation System Resiliency Planning**

Funding Level - \$246,429

Summary of budget amounts by task

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$18,802
Task 2	Public Participation and Coordination	\$37,800
Task 3	Long Range Transportation Planning	\$63,588
Task 4	Short Range Transportation Planning	\$97,786
Task 5	Project Development Planning	\$15,148
Task 6 A	VOBCIT Technical Support	\$3,305
Task 6 B	Watershed Planning Activities	\$10,000
Total		\$246,429

CENTRAL VERMONT REGIONAL PLANNING COMMISSION**FFY 2020 Transportation Planning Initiative**

Federal Fiscal Year: October 1, 2019 to September 30, 2020

Approved by: TAC 06/25/19; Executive Committee _____/_____/_____

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

This document describes the Central Vermont Regional Planning Commission (CVRPC) Transportation Planning Initiative (TPI), Federal Fiscal Year 2020 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. Enhance cooperative decision-making among state, regional, and local partners about the transportation system.
2. Better connect federal, regional, and statewide transportation planning.
3. Provide technical assistance to municipalities and expand their ability to implement transportation planning best practices.
4. Deliver results that advance VTrans strategic and long range transportation plans.

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 2020 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.

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 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, Planners

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.

TASK 2. PUBLIC PARTICIPATION AND COORDINATION

The purpose of this task is to ensure that the 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.

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.

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.
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.
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.
7. collect municipal highway major collector HPMS data and model inventory of roadway elements (MIRE) data programs.

8. collect information on dedicated On-Road Bicycle Facilities
9. assist municipalities to plan for Complete Streets, and conduct a municipal complete streets implementation inventory.
10. 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.
11. 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, and updating transit mapping.
- 12. supporting enhancement of the Human Services Transportation Coordination/Regional E&D (Elderly and Disabled) Public Transit Advisory Committees (RPTAC) Elderly and Disabled Transportation Program.**
13. participate and coordinate efforts with VTrans, GMT, and communities to develop travel demand management measures (including Go Vermont, Montpelier Multi-modal Center).
14. support Safe Routes to School outreach, planning, implementation, and evaluation.
15. participate in the Systemic Local Road Safety Program and Road Safety Audit Reviews.
16. review of functional classification system.

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

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

TASK 5. PROJECT DEVELOPMENT PLANNING

The task includes activities emphasizing project-specific planning and development. Project development activities provide continuity between planning and implementation and provide a framework for on-going public participation as specific design alternatives, costs and impacts are

explored. The work will involve developing transportation projects and preparing them for state or local implementation. The project development assistance will be extended to municipalities and VTrans first with a secondary priority of serving nonprofit and interest groups. These are projects and planning activities that can realistically be implemented within a few years.

Included are the following activities:

1. identify local issues that relate to scoping analysis, and conduct feasibility and location studies.
2. facilitate public participation during scoping analysis and the project development process, and participate in public meetings.
3. 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

A. 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.

B. VTrans has recently completed the development of a Transportation Flood Resilience Planning Tool (TRPT), a web-based application that identifies bridges, culverts and road embankments that are vulnerable to damage from floods; estimates risk based on the vulnerability and criticality of roadway segments; and identifies potential mitigation measures based on the factors driving the vulnerability.

See the TRPT website for links to the on-line web application and user guide, and for an overview (<https://vtrans.vermont.gov/planning/transportation-resilience>)

1. Watershed Planning - Transportation System Resiliency Planning

Personnel: Program Manager, Senior Planner I, Planner 1, Assistant Planner 1

Products: Work with VTrans to add the Stevens Branch watershed to the tool and assist the communities in incorporating the results into their local planning documents.

Executive Committee
CENTRAL VERMONT REGIONAL PLANNING COMMISSION
FFY 2019 Transportation Planning Initiative
May 2019

Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$18,802
Task 2	Public Participation and Coordination	\$37,800
Task 3	Long Range Transportation Planning	\$63,588
Task 4	Short Range Transportation Planning	\$97,786
Task 5	Project Development Planning	\$15,148
Task 6A	VOBCIT Technical Support	\$3,305
Task 6B	Watershed Planning activities	\$10,000
Total		\$246,429

Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY19	Total Hours	Total Cost
Executive Director	\$55.38	436	\$24,146
Program Manager	\$38.43	1,022	\$39,275
GIS Senior Planner I	\$40.04	225	\$9,009
GIS Planner I	\$33.49	705	\$23,610
Land Use Senior Planner III	\$35.14	30	\$1,054
Office Manager	\$36.00	54	\$1,944
Emerg Mngmt Asst Plan I	\$23.77	136	\$3,233
Land Use Asst Planner II	\$22.38	60	\$1,343
Planning Technician I	\$14.00	440	\$6,160
Planning Technician II	\$13.99	0	\$0
Total		3,108	\$109,774

Indirect Costs		115.00%	Total Hours	Total Cost
RPC Staff Position	of Hourly Rate			
Executive Director	\$63.69		436	\$27,768
Program Manager	\$44.19		1,022	\$45,167
GIS Senior Planner I	\$46.05		225	\$10,360
GIS Planner I	\$38.51		705	\$27,152
Land Use Senior Planner III	\$40.41		30	\$1,212
Office Manager	\$41.40		54	\$2,236
Emerg Mngmt Asst Plan I	\$27.34		136	\$3,718
Land Use Asst Planner II	\$25.74		60	\$1,544
Planning Technician I	\$16.10		440	\$7,084
Planning Technician II	\$16.09		0	\$0
Total			3,108	\$126,240

Direct Costs		Total Cost
Contractual		\$0
Travel		\$6,065
Supplies		\$1,049
Equipment		\$0
Meetings		\$2,600
Data & References		\$100
Postage		\$100
Copy/Print		\$0
Advertising		\$500
Total		\$10,414

Fund Allocation			
Task	Task Description	CVRPC Share ¹	VTrans Share ²
Task 1	Program Administration	\$1,880	\$16,922
Task 2	Public Participation and Coordination	\$3,780	\$34,020
Task 3	Long Range Transportation Planning	\$6,359	\$57,229
Task 4	Short Range Transportation Planning	\$9,779	\$88,007
Task 5	Project Development Planning	\$1,515	\$13,633
Task 6A	VOBCIT Technical Support	0	\$3,305
Task 6B	Watershed Planning activities	0	\$10,000
Subtotal by Share		\$23,312	\$223,116
Agreement Total			\$246,429

Notes:

¹ CVRPC share comes from annual appropriations from the Vermont Agency of Commerce and

² VTrans share comes from federal transportation funds provided by the U.S. Department of

Executive Committee
CENTRAL VERMONT REGIONAL PLANNING COMMISSION
FFY 2019 Transportation Planning Initiative
 May 2019

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

	Bonnie	Dan	Pam	Ashley	Clare	Nancy	Jonathan	Zach				
Task #	Task Description	Exec Director	Transpo Program Mngr	GIS Sr Planner I	GIS Planner I	Land Use Sr Planner III	Office Manager	Emerg Mngmt Asst Plan I	Land Use Asst Plan II	Planning Tech I	Planning Tech II	Total Hours
1	Administration	20	50	5	10	0	10	0	0	0	0	95
2	Public Participation & Coordination	70	250	15	60	0	25	20	5	0	0	445
3	Long Range Transportation Planning	300	232	20	50	25	0	15	15	0	0	657
4	Short Range Transportation Planning	30	300	110	560	5	0	80	40	440	0	1,565
5	Project Development Planning	10	130	20	10	0	10	0	0	0	0	180
6A	VOBCIT Technical Support		40									40
6B	Watershed Planning activities	6	20	55	15		9	21				126
	Total	436	1,022	225	705	30	54	136	60	440	0	3,108

B. Direct Costs (\$)¹

Task #	Task Description	Contractual	Travel	Supplies	Equipment	Meetings	Data/Ref	Postage	Copy/Print	Advertising	Total
1	Administration		\$6,065	\$1,000		\$2,600	\$100	\$100		\$500	\$10,365
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning										\$0
5	Project Development Planning										\$0
6A	VOBCIT Technical Support										\$0
6B	Watershed Planning activities			\$49							\$49
	Total	\$0	\$6,065	\$1,049	\$0	\$2,600	\$100	\$100	\$0	\$500	\$10,414

C. Cost Proposal Summary (\$)

Task #	Task Description	Exec Director	Transpo Program Mngr	GIS Sr Planner I	GIS Planner I	Land Use Sr Planner III	Office Manager	Emerg Mngmt Asst Plan I	Land Use Asst Plan II	Planning Tech I	Planning Tech II	Total Personnel	Indirect	Direct	Total Costs
	Hourly Rate	\$55.38	\$38.43	\$40.04	\$33.49	\$35.14	\$36.00	\$23.77	\$22.38	\$14.00	\$13.99				
1	Administration	\$1,108	\$1,922	\$200	\$335	\$0	\$360	\$0	\$0	\$0	\$0	\$3,924	\$4,513	\$10,365	\$18,802
2	Public Participation & Coordination	\$3,877	\$9,608	\$601	\$2,009	\$0	\$900	\$475	\$112	\$0	\$0	\$17,581	\$20,219	\$0	\$37,800
3	Long Range Transportation Planning	\$16,614	\$8,916	\$801	\$1,675	\$879	\$0	\$357	\$336	\$0	\$0	\$29,576	\$34,012	\$0	\$63,588
4	Short Range Transportation Planning	\$1,661	\$11,529	\$4,404	\$18,754	\$176	\$0	\$1,902	\$895	\$6,160	\$0	\$45,482	\$52,304	\$0	\$97,786
5	Project Development Planning	\$554	\$4,996	\$801	\$335	\$0	\$360	\$0	\$0	\$0	\$0	\$7,045	\$8,102	\$0	\$15,148
6A	VOBCIT Technical Support	\$0	\$1,537	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,537	\$1,768	\$0	\$3,305
6B	Watershed Planning activities	\$332	\$769	\$2,202	\$502	\$0	\$324	\$499	\$0	\$0	\$0	\$4,629	\$5,323	\$49	\$10,000
	Total	\$24,146	\$39,275	\$9,009	\$23,610	\$1,054	\$1,944	\$3,233	\$1,343	\$6,160	\$0	\$109,774	\$126,240	\$10,414	\$246,429

115.00% Indirect Rate												Total Employee Indirect			
	Indirect per employee	\$27,768	\$45,167	\$10,360	\$27,152	\$1,212	\$2,236	\$3,718	\$1,544	\$7,084	\$0	\$0	\$126,240		

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



MEMO

Date: July 2, 2019
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Financial Report as of 05/3119

CVRPC continues to implement its five-year plan to improve its financial position successfully. **CVRPC's net income as of May 31 is \$ 84,623.78.**

CVRPC's FY19 budget anticipated a June 30, 2019 net income of \$25,876. Actual June 30 net income will be \$70-80,000. Staff anticipates a net income larger than the budget projection due to over recovery of indirect costs (~\$20-30,000) and unanticipated income (new contracts), and higher retainage of municipal dues due to new contracts arriving through the year (higher billable work).

Balance Sheet

- *Assets* – Aging receivables valued at ~\$66,607 will be collected when projects end or milestones are reached. Upcoming submissions of Forest Integrity and some Better Roads invoices for payment will help clear older receivables. VTrans met its annual spending threshold in June, which means CVRPC's May and June TPI invoices will not be paid until mid-July.
- *Current Liabilities* –
 - CVRPC maintained a higher payables balance through May owing to closeout of two consultant-based projects (\$50,866.04 value).
 - Deferred Income has increased substantially. DEC advanced \$300,000 for the Northfield Stormwater Construction project. The project has a 10-day payment window for contractor invoices.
- *Net Income* of \$84,623.78 consists of \$1,919.25 of designated funds for the High Meadows grant. This project has ended. The balance of designated funds will fund continued work toward the project goals.

Budget vs. Actual (a.k.a. Profit & Loss Statement or Net Income Statement)

Revenues and expenses are generally on track for expectations. Exceptions are discussed below.

- *Revenues –*
 - Local Energy Planning, a product-based contract, has been delayed due to part-time status of new staff. The first invoice is expected to be submitted in July.
 - Better Roads invoices sent (vs billed) will be by June 30 will be ~\$19, 881.
 - SWCRPC Clean Water Block Grant – Barre City Pouliot project will be constructed in FY20.
 - NRPC Grants in Aid – Revenues dependent upon municipal progress. Some contract extensions granted. Also, staff on this project are very efficient and Central Vermont municipalities operate without extensive assistance so project will be under budget.
- *Expenses –*
 - Most deviations from budget have been explained in previous financial reports.
 - Advertising – Project expenses lower than anticipated.

Looking Forward

- CVRPC initiated redirection of State payments into its Community National Bank (CNB) accounting for July 2019. Part of the Line of Credit agreement with CNB was to transfer CVRPC's operating funds into a CNB account. Deposit of the Northfield Water Street advance into the People's Bank account provided an opportunity to switch the payments during a period of excellent cash flow. This also makes the Northfield project funds more visible in CVRPC's operating account.
- CVRPC transferred an additional \$10,000 into its reserve account in June.
- After the FY19 books are closed, CVRPC will "designate" an amount of reserve funds equal to the over recovery of indirect costs. This allows these funds to remain visible until FY21, when CVRPC's indirect rate will be lowered to "pay back" the over recovery. CVRPC began FY19 with an approved indirect rate of 123.97%. It received permission to lower that rate to 117% in April 2019. CVRPC estimates its actual, audited FY19 indirect rate will be ~109%.

Budge to Actual Acronyms/Abbreviations Guide

604b	Clean Water Planning funds originating in Section 604b of the federal Clean Water Act
ACCD	Vermont Agency of Commerce and Community Development
CTAA	Community Transportation Association of America
DEC	Vermont Department of Environmental Conservation
DCRA	Dependent Care Reimbursement Account
EMPG	Emergency Management Performance Grant
EPA	US Environmental Protection Agency
ERP	Ecosystem Restoration Program
HMGP MEGA	Hazard Mitigation Grant Program Mega grant to work with 8 towns (hence "mega")
LCBP	Lake Champlain Basin Program
LEPC SERC	Local Emergency Planning Committee 5 State Emergency Response Commission
MPG	Municipal Planning Grant

MOA	Memorandum of Agreement (disaster response and recovery assistance)
SWCRPC	Southern Windsor County Regional Planning Commission
TPI	VTrans Transportation Planning Initiative
VEM	Vermont Emergency Management
WBRD	Wrightsville Beach Recreation District
WCA P3	Watershed Consulting Associates public private participation (to identify parcels to which the 3-acre stormwater rule will apply)

Executive Committee
Central Vermont Regional Planning Commission
Balance Sheet
As of May 31, 2019

Accrual Basis

	May 31, 19
ASSETS	
Current Assets	
Checking/Savings	
Checking	401,720.98
Community National Bank	2,711.49
Northfield Savings - Reserve	71,668.08
Total Checking/Savings	476,100.55
Accounts Receivable	
Accounts Receivable	206,892.60
Total Accounts Receivable	206,892.60
Total Current Assets	682,993.15
Fixed Assets	
Equipment	50,203.31
Equipment - Accum. Depreciation	-31,581.00
Total Fixed Assets	18,622.31
Other Assets	
Deposits	4,415.00
Prepaid Expenses	3,392.00
Total Other Assets	7,807.00
TOTAL ASSETS	709,422.46
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
*Accounts Payable	67,190.06
Total Accounts Payable	67,190.06
Credit Cards	
Peoples United Bank Visa	375.38
Total Credit Cards	375.38
Other Current Liabilities	
Accrued Compensatory Time	10,598.21
Accrued Vacation	19,332.01
Accrued Wages & FICA	16,269.89
Deferred Income	
ACCD	631.34
Product Based Projects	
ERP - Northfield Water St.	310,803.80
Total Product Based Projects	310,803.80
Total Deferred Income	311,435.14
Dependent Care Deductions	1,471.00
FED/FICA withholding	532.64
Pension Liability	2,333.16
State withholding	1,051.59
Total Other Current Liabilities	363,023.64
Total Current Liabilities	430,589.08
Total Liabilities	430,589.08
Equity	
Invested in Fixed Assets	18,622.34
Unrestricted Net Position	
Designated for High Meadows	1,919.25

Executive Committee
Central Vermont Regional Planning Commission
Balance Sheet
As of May 31, 2019

Accrual Basis

	May 31, 19
Unrestricted Net Position - Other	173,668.01
Total Unrestricted Net Position	175,587.26
Net Income	84,623.78
Total Equity	278,833.38
TOTAL LIABILITIES & EQUITY	709,422.46

Executive Committee
Central Vermont Regional Planning Commission
A/R Aging Summary
As of May 31, 2019

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Barre Town						
Barre Town Ash Tree Inventory	0.00	0.00	500.00	0.00	0.00	500.00
Total Barre Town	0.00	0.00	500.00	0.00	0.00	500.00
Cabot						
MPG Cabot Trail Planning	3,399.44	0.00	0.00	974.76	0.00	4,374.20
Total Cabot	3,399.44	0.00	0.00	974.76	0.00	4,374.20
Calais						
Calais Better Back Roads FY18	0.00	0.00	0.00	0.00	85.42	85.42
Total Calais	0.00	0.00	0.00	0.00	85.42	85.42
Clean Water Act CCRPC						
Clean Water						
Implementation 19	3,257.82	0.00	4,417.53	4,190.23	0.00	11,865.58
Oversight	388.80	0.00	448.39	224.19	0.00	1,061.38
Tactical Basin Planning 19	1,229.95	0.00	1,059.98	0.00	0.00	2,289.93
Total Clean Water	4,876.57	0.00	5,925.90	4,414.42	0.00	15,216.89
Total Clean Water Act CCRPC	4,876.57	0.00	5,925.90	4,414.42	0.00	15,216.89
Cross VT Trail	0.00	0.00	1,200.00	0.00	0.00	1,200.00
Department of Environmental Conservation						
ERP Mad-Kingsbury Stormwater	0.00	0.00	24,530.00	0.00	10,000.00	34,530.00
Total Department of Environmental Conservation	0.00	0.00	24,530.00	0.00	10,000.00	34,530.00
DPS MOA						
Response	667.97	0.00	3,377.45	0.00	0.00	4,045.42
DPS MOA - Other	0.00	0.00	0.00	261.10	0.00	261.10
Total DPS MOA	667.97	0.00	3,377.45	261.10	0.00	4,306.52
East Montpelier						
East Montpelier Better Back Roads	0.00	0.00	0.00	0.00	3,373.71	3,373.71
Total East Montpelier	0.00	0.00	0.00	0.00	3,373.71	3,373.71
EMPGFY18						
EMPG FY 18 Response	1,995.63	0.00	0.00	0.00	0.00	1,995.63
EMPG FY18 Tech Asst & Education	3,268.67	0.00	0.00	0.00	0.00	3,268.67
LEMP	3,602.40	0.00	0.00	0.00	0.00	3,602.40
Special Projects - EAB	1,310.62	0.00	0.00	0.00	0.00	1,310.62
Special Projects - LHMP	4,014.33	0.00	0.00	0.00	0.00	4,014.33
Total EMPGFY18	14,191.65	0.00	0.00	0.00	0.00	14,191.65
Fayston						
Fayston Better Back Roads	619.63	0.00	0.00	0.00	3,533.18	4,152.81
Total Fayston	619.63	0.00	0.00	0.00	3,533.18	4,152.81
Forest Parks and Recreation						
Forest Integrity	1,448.52	0.00	255.80	840.03	11,826.63	14,370.98
Total Forest Parks and Recreation	1,448.52	0.00	255.80	840.03	11,826.63	14,370.98
HMGP MEGA	0.00	0.00	0.00	0.00	853.30	853.30
HMPG Admin	0.00	0.00	0.00	0.00	78.45	78.45
LEPC SERC	1,784.40	0.00	0.00	0.00	0.00	1,784.40
Moretown						
Moretown LHMP	2,253.58	0.00	799.24	2,745.22	357.10	6,155.14
Total Moretown	2,253.58	0.00	799.24	2,745.22	357.10	6,155.14
Northfield						
Northfield Better Back Roads FY18	0.00	0.00	37.51	0.00	5,731.01	5,768.52
Total Northfield	0.00	0.00	37.51	0.00	5,731.01	5,768.52
Northwest Regional Comm'n						
Municipal Grants in Aid	1,739.20	0.00	580.98	390.94	7,336.99	10,048.11
Municipal Grant In Aid FY17	0.00	0.00	0.00	0.00	1,702.66	1,702.66
Total Northwest Regional Comm'n	1,739.20	0.00	580.98	390.94	9,039.65	11,750.77
Orange						
Orange Better Back Roads FY18	0.00	0.00	0.00	0.00	31.33	31.33

Executive Committee
Central Vermont Regional Planning Commission
A/R Aging Summary
As of May 31, 2019

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Orange - Other	0.00	0.00	0.00	0.00	-1,286.40	-1,286.40
Total Orange	0.00	0.00	0.00	0.00	-1,255.07	-1,255.07
Ranker Laura	0.00	0.00	119.69	0.00	0.00	119.69
Southern Windsor Regional Comm'n						
Berlin Stowm Office Stormwater	1,051.20	0.00	6,381.60	0.00	569.00	8,001.80
Pouliet CW Block Grant	347.55	0.00	538.06	0.00	11,672.65	12,558.26
Total Southern Windsor Regional Comm'n	1,398.75	0.00	6,919.66	0.00	12,241.65	20,560.06
Two Rivers Ottauquechee Comm'n						
TROC 604b	462.78	0.00	0.00	1,617.88	0.00	2,080.66
Total Two Rivers Ottauquechee Comm'n	462.78	0.00	0.00	1,617.88	0.00	2,080.66
VTrans						
Better Back Roads						
Montpelier	0.00	0.00	0.00	0.00	5,526.14	5,526.14
Total Better Back Roads	0.00	0.00	0.00	0.00	5,526.14	5,526.14
TPI						
TPI Admin	2,910.71	0.00	0.00	0.00	0.00	2,910.71
TPI Project Develop	2,368.97	0.00	0.00	0.00	0.00	2,368.97
TPI Coordination	6,899.99	0.00	0.00	0.00	0.00	6,899.99
TPI Long Range	7,573.31	0.00	0.00	0.00	0.00	7,573.31
TPI Other VOBCIT	708.85	0.00	0.00	0.00	0.00	708.85
TPI Other Watershed	1,040.65	0.00	0.00	0.00	0.00	1,040.65
TPI SRP	17,576.41	0.00	0.00	0.00	0.00	17,576.41
Total TPI	39,078.89	0.00	0.00	0.00	0.00	39,078.89
Total VTrans	39,078.89	0.00	0.00	0.00	5,526.14	44,605.03
Watershed Consulting_						
WCA P3 Acre						
1. Coor/Site Selection	1,670.68	0.00	0.00	0.00	0.00	1,670.68
Total WCA P3 Acre	1,670.68	0.00	0.00	0.00	0.00	1,670.68
Total Watershed Consulting_	1,670.68	0.00	0.00	0.00	0.00	1,670.68
Williamstown						
Local HMP	5,492.97	0.00	284.75	1,834.28	0.00	7,612.00
Williamstown Better Back Roads FY18	0.00	0.00	0.00	0.00	39.17	39.17
Total Williamstown	5,492.97	0.00	284.75	1,834.28	39.17	7,651.17
Woodbury						
Local HMP	0.00	0.00	762.00	0.00	0.00	762.00
Woodbury Better Back Roads	0.00	0.00	0.00	0.00	4,984.00	4,984.00
Total Woodbury	0.00	0.00	762.00	0.00	4,984.00	5,746.00
Worcester						
Worcester Better Back Roads FY 18	0.00	0.00	0.00	0.00	3,021.62	3,021.62
Total Worcester	0.00	0.00	0.00	0.00	3,021.62	3,021.62
TOTAL	79,085.03	0.00	45,292.98	13,078.63	69,435.96	206,892.60

Central Vermont Regional Planning Commission

FY 19 Budget VS. Actual

July 2018 through May 2019

Accrual Basis

	Jul '18 - May ...	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
ACCD	272,551.47	289,338.00	-16,786.53	94.2%
Community Development				
EPA Brownsfield				
Owner/Developer Brownsfield	3,086.00	2,459.00	627.00	125.5%
EPA Brownsfield - Other	38,239.72	38,240.00	-0.28	100.0%
Total EPA Brownsfield	41,325.72	40,699.00	626.72	101.5%
Local Energy Planning	1,520.00	11,464.00	-9,944.00	13.3%
Total Community Development	42,845.72	52,163.00	-9,317.28	82.1%
Fee for Services				
Cross VT Trail	1,200.00	1,200.00	0.00	100.0%
GIS Mapping	4,077.00	700.00	3,377.00	582.4%
WBRD Admn	5,000.00	5,000.00	0.00	100.0%
Total Fee for Services	10,277.00	6,900.00	3,377.00	148.9%
Municipal Contracts				
Barre Town Ash Tree Town Match	500.00	1,200.00	-700.00	41.7%
Barre Town Sewer Manholes	0.00	2,968.00	-2,968.00	0.0%
Better Back Roads	6,829.10	21,918.00	-15,088.90	31.2%
Cabot Trails MPG 19	4,374.20	4,995.00	-620.80	87.6%
Local Hazard Mitigation Plans	21,379.14	20,627.00	752.14	103.6%
Total Municipal Contracts	33,082.44	51,708.00	-18,625.56	64.0%
Natural Resources				
604B	4,765.78	4,693.00	72.78	101.6%
Forest Integrity	4,193.31	5,400.00	-1,206.69	77.7%
LCBP Berlin Stormwater Design	0.00	3,369.00	-3,369.00	0.0%
Mad-Kingsbury Stormwater M. Pla	115,535.56	121,714.00	-6,178.44	94.9%
Northfield Water Street	22,129.54	28,988.00	-6,858.46	76.3%
Plainfield Health Center ERP	0.00	1,264.00	-1,264.00	0.0%
SWCRPC Clean Water Block Grant	19,847.63	157,394.00	-137,546.37	12.6%
Water Quality	42,409.08	43,760.00	-1,350.92	96.9%
WCA P3	1,670.68	1,700.00	-29.32	98.3%
Total Natural Resources	210,551.58	368,282.00	-157,730.42	57.2%
Other Income				
Interest Income	384.66	10.00	374.66	3,846.6%
Miscellaneous Income	7,126.08	2,125.00	5,001.08	335.3%
Total Other Income	7,510.74	2,135.00	5,375.74	351.8%
Public Safety				
EMPG	47,506.43	33,434.00	14,072.43	142.1%
HMGP MEGA	237.17	350.00	-112.83	67.8%
LEPC SERC	7,077.60	11,388.00	-4,310.40	62.1%
VEM Emergency Operation MOA	5,261.77	1,500.00	3,761.77	350.8%
Total Public Safety	60,082.97	46,672.00	13,410.97	128.7%
Town Dues				
Town Dues	73,488.42	73,488.00	0.42	100.0%
Total Town Dues	73,488.42	73,488.00	0.42	100.0%
Transportation				
CTAA Grant	18,268.18	17,633.00	635.18	103.6%
DEC Class IV Road Demonstration	46,487.83	49,221.00	-2,733.17	94.4%
Grants in Aid	11,750.77	32,406.00	-20,655.23	36.3%
TPI	212,025.62	213,334.00	-1,308.38	99.4%
VTrans Better Back Road	1,266.83	1,248.00	18.83	101.5%

Executive Committee
Central Vermont Regional Planning Commission
FY 19 Budget VS. Actual
July 2018 through May 2019

Accrual Basis

	Jul '18 - May ...	Budget	\$ Over Budget	% of Budget
Total Transportation	289,799.23	313,842.00	-24,042.77	92.3%
Total Income	1,000,189.57	1,204,528.00	-204,338.43	83.0%
Gross Profit	1,000,189.57	1,204,528.00	-204,338.43	83.0%
Expense				
Advertising	2,818.63	5,375.00	-2,556.37	52.4%
Cleaning	1,520.00	2,080.00	-560.00	73.1%
Consultants	249,858.34	392,353.00	-142,494.66	63.7%
Copy				
Copier extra copies	1,644.34	1,900.00	-255.66	86.5%
Copier Lease Payments	1,370.18	2,784.00	-1,413.82	49.2%
Total Copy	3,014.52	4,684.00	-1,669.48	64.4%
Depreciation expense	0.00	7,000.00	-7,000.00	0.0%
Dues/Pubs/Sponsorships				
Government Relations	3,454.56	5,500.00	-2,045.44	62.8%
Dues/Pubs/Sponsorships - Other	5,628.44	5,604.00	24.44	100.4%
Total Dues/Pubs/Sponsorships	9,083.00	11,104.00	-2,021.00	81.8%
Equipment - Repairs and Mainten	0.00	600.00	-600.00	0.0%
Interest Expense	0.00	10.00	-10.00	0.0%
Liability Insurance	1,538.00	1,550.00	-12.00	99.2%
Meetings/Programs	10,419.92	9,782.00	637.92	106.5%
Office Rent/Occupancy				
Rent/Utility Deposits	38,520.34	42,052.00	-3,531.66	91.6%
Total Office Rent/Occupancy	38,520.34	42,052.00	-3,531.66	91.6%
Other Expenses				
Fees				
Annual Fees - Line of Credit	535.00	1,035.00	-500.00	51.7%
Bank Fees	280.00	100.00	180.00	280.0%
DRRA Fees	51.75	248.00	-196.25	20.9%
Payroll Direct Deposit Fees	266.00	420.00	-154.00	63.3%
Fees - Other	354.00			
Total Fees	1,486.75	1,803.00	-316.25	82.5%
Gifts	55.11	140.00	-84.89	39.4%
Total Other Expenses	1,541.86	1,943.00	-401.14	79.4%
Postage	2,397.56	3,103.00	-705.44	77.3%
Professional Services				
Accounting	45,045.50	54,080.00	-9,034.50	83.3%
Audit	6,600.00	6,600.00	0.00	100.0%
Benefits Administration	0.00	1,000.00	-1,000.00	0.0%
IT/Computer	2,186.25	5,530.00	-3,343.75	39.5%
Legal	5,247.50	7,000.00	-1,752.50	75.0%
Professional Services - Other	2,249.31	7,460.00	-5,210.69	30.2%
Videography	2,506.00	2,285.00	221.00	109.7%
Total Professional Services	63,834.56	83,955.00	-20,120.44	76.0%
Software/Licenses/IT	6,461.77	7,205.00	-743.23	89.7%
Subscriptions/Publications	381.96	644.00	-262.04	59.3%
Supplies - Billable	1,935.10	3,978.00	-2,042.90	48.6%
Supplies - Office				
Equipment/Server	2,733.00	6,996.00	-4,263.00	39.1%
GIS Supplies	1,445.22	1,500.00	-54.78	96.3%
Office Supplies	6,853.14	4,500.00	2,353.14	152.3%
Total Supplies - Office	11,031.36	12,996.00	-1,964.64	84.9%
Telephone	5,386.13	6,370.00	-983.87	84.6%
Travel	10,472.83	19,516.00	-9,043.17	53.7%

Executive Committee
Central Vermont Regional Planning Commission
FY 19 Budget VS. Actual
July 2018 through May 2019

Accrual Basis

	<u>Jul '18 - May ...</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Wages and Fringe Benefits				
Fringe Benefits				
CVRPC FICA	25,888.11	31,408.00	-5,519.89	82.4%
Health Insurance	74,494.77	84,090.00	-9,595.23	88.6%
Life Disability Insurance	3,255.40	5,892.00	-2,636.60	55.3%
Pension Plan	14,931.78	16,472.00	-1,540.22	90.6%
Unemployment Comp	650.00	1,400.00	-750.00	46.4%
Workmen's comp	832.00	1,546.00	-714.00	53.8%
Total Fringe Benefits	120,052.06	140,808.00	-20,755.94	85.3%
Personnel	375,297.85	421,544.00	-46,246.15	89.0%
Total Wages and Fringe Benefits	495,349.91	562,352.00	-67,002.09	88.1%
Total Expense	915,565.79	1,178,652.00	-263,086.21	77.7%
Net Ordinary Income	84,623.78	25,876.00	58,747.78	327.0%
Net Income	84,623.78	25,876.00	58,747.78	327.0%



MEMO

Date: July 2, 2019
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Personnel Policy Exception

This memo is to inform the Executive Committee that I have granted a one-time waiver of CVRPC's Personnel Policies for extenuating circumstances. The waiver allows Nancy Chartrand to carry over 18.50 hours of compensatory time from FY19 to FY20. The carry over time is expected to be fully used in July 2019.

Section 3.8, Compensatory Time, states "Any compensatory time balance on the books as of the final pay period of the fiscal year will be paid to the employee at his or her current rate of pay." Nancy Chartrand worked additional hours when CVRPC experienced a staffing gap. She requested to retain those hours to assist her extended family during the birth of two children so that she could provide care during and immediately after birth. The births were expected to occur by June 30, 2019. One birth had not happened as of June 30, 2019.

Carryover of the time will result in minimal excess costs for CVRPC as noted below:

	<u>FY19 Value</u>	<u>FY20 Value</u>	<u>Difference</u>
Salary	\$462.50	\$471.75	\$9.25
FICA/SS	\$35.38	\$36.09	\$0.71
Retirement	<u>\$23.13</u>	<u>\$23.59</u>	<u>\$0.46</u>
Total Value	\$521.01	\$531.43	\$10.42