



## EXECUTIVE COMMITTEE

August 5, 2019

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

Page **AGENDA**

- 4:00<sup>1</sup> Adjustments to the Agenda**  
**Public Comment**
- 2 **4:05 Financial Report** (enclosed)<sup>2</sup>  
 Discuss financial reports. Update on FY19 indirect recovery.
- 13 **4:20 Contract/Agreement Authorization** (enclosed)<sup>2</sup>
- 20 a) VT Agency of Commerce and Community Development (ACCD) – FY20 Municipal and Regional Planning
- 45 b) Bennington County Regional Commission – Regional and Local Energy Plan Implementation
- 57 c) Watershed Consulting Associates – Stormwater Services Master Agreement, Addendum 1, Berlin Stormwater Final Designs
- 72 d) G&N Construction – Northfield Water Street Stormwater Implementation Construction Change Order 1 and 1A
- 78 e) G&N Construction – Northfield Water Street Stormwater Implementation Construction Future Change Orders
- 80 **4:55 Strategic Plan FY19 Action Progress Review** (enclosed)  
 Report of accomplishments for FY19 actions.
- 84 **5:05 CVRPC Participation in State of Vermont 457B Plan** (enclosed)<sup>2</sup>  
 Request to enable employees to contribute pre or post-tax dollars to a retirement fund.
- 99 **5:20 Commissioner Handbook** (enclosed)  
 Review third draft of Handbook.
- 134 **5:50 Consent Items** (enclosed)<sup>2</sup>  
 a) Meeting Minutes – June 3 & July 9, 2019
- 5:55 Commission Meeting Agenda<sup>2</sup>**  
 Recommendation to cancel August meeting.
- 6:00 Adjourn**

**Next Meeting: September 3, 2019**

<sup>1</sup> All times are approximate unless otherwise advertised

<sup>2</sup> Anticipated action item



## MEMO

Date: July 31, 2019  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Financial Report as of 06/30/19

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The June 30 Financial Report is a *preliminary* report to provide the Committee with an estimate of CVRPC's anticipate FY19 end financial position. CVRPC's accountant will continue to make minor adjustments to the report as audit preparations continue. **Currently, CVRPC's net income as of June 30, 2019 is \$96,126.71.**

CVRPC's FY19 budget anticipated a June 30, 2019 net income of \$25,876. CVRPC's income was within 8% of its target; however, its projected expenses were 15% less than anticipated. The actual June 30 net income consists of:

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#### Balance Sheet

- *Assets –*
  - The higher-than-normal checking account balance reflects the advanced funds for the Northfield Stormwater Construction project.
  - CVRPC contributed \$20,000 to its reserve fund in FY19.
  - Accounts receivable is high due to invoicing of quarterly contracts and delay in payment from VTrans.
- *Current Liabilities –*
  - Accrued compensatory time and vacation reflect end of year balances. Compensatory time payouts were made as of June 30 except for \$462.50 to Nancy Chartrand. Jonathan DeLaBruere's negative vacation balance reflected a calculation error in advance of his planned vacation. At employment end, he will have a positive balance.
- *Net Income* of \$96,126.71 consists of \$1,939.55 of designated funds for the High Meadows grant. This contract has ended. The balance of designated funds will be used to continue accomplishing the project's 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 –*
  - Fee for Services, GIS Mapping – This item is budgeted low because most projects cannot be anticipated. Two municipal projects contributed half of these revenues.
  - Better Back Roads – Completion of reports was delayed to FY20.
  - NEIPCC Berlin Stormwater Final Design – Project was delayed.
  - Northfield Water Street – Project cost increased after last budget adjustment.
  - SWCRPC Clean Water Block Grant – Barre City Pouliot project will be constructed in FY20.
  - Interest Income – High due to the Northfield construction project.
  - Other Income, Miscellaneous Income – CVRPC received an anonymous donation.
  - VEM Emergency Operation MOA – Work is dependent on weather events. April – June storms resulted in three activations.
  - NRPC Grants in Aid – Municipal work did not progress as anticipated. Also, staff on this project are very efficient and Central Vermont municipalities operate without extensive assistance so CVRPC's internal costs were under budget.
- *Expenses –*
  - Advertising – Project expenses lower than anticipated.
  - Consultants – Reflect project delay for Northfield Stormwater.
  - Copy, Copier Lease Payments – Reflects savings for new copier lease.
  - Depreciation – Budget was based on FY18 depreciation.
  - Dues, Government Relations – Budget reflect error in QuickBooks budget number. A portion of this item should be in Dues, Other.
  - Fees, Line of Credit – The new Line of Credit fee is due in November.
  - Fees, DCRA – Budget was based on all staff participating.
  - Professional Services, Benefits Administration – Dependent Care Reimbursement management did not require a fee.
  - Professional Services, IT/Computer – Reflect reduced service need as a result of FY18 server replacement.
  - Professional Services, Legal – Bylaw legal review occurred in July 2019.
  - Supplies, Billable – LEPC computer purchase delayed.
  - Supplies, Office, Equipment/Server - Reflect reduced FY18 server replacement.
  - Supplies, Office, Equipment/Server – Continued to upgrade office furniture (standing desks).
  - Travel – Staff participated in fewer out-of-state conferences than anticipated.
  - Fringe Benefits, Unemployment Comp and Workmen's Comp – The actuals appear incorrect. Working with accountant to verify.

**Looking Forward**

- After the FY19 books are closed in August, 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 ~110%.

- CVRPC is well positioned to enter FY20.

#### Budget 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
FICA	Federal Insurance Contributions Act - taxes that largely fund Social Security retirement, disability, survivors, spousal and children's benefits and Medicare
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)
NEIWPCC	New England Interstate Water Pollution Control Commission
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)



## Balance Sheet

As of June 30, 2019

	Jun 30, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Checking	327,771.90
Community National Bank	1,661.14
Northfield Savings - Reserve	81,713.74
Total Checking/Savings	411,146.78
Accounts Receivable	
Accounts Receivable	203,154.17
Total Accounts Receivable	203,154.17
Total Current Assets	614,300.95
Fixed Assets	
Equipment	50,203.31
Equipment - Accum. Depreciation	-34,367.00
Total Fixed Assets	15,836.31
Other Assets	
Deposits	4,415.00
Prepaid Expenses	3,392.00
Total Other Assets	7,807.00
<b>TOTAL ASSETS</b>	<b>637,944.26</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
*Accounts Payable	13,117.75
Total Accounts Payable	13,117.75
Credit Cards	
Peoples United Bank Visa	126.93
Total Credit Cards	126.93
Other Current Liabilities	
Accrued Compensatory Time	10,179.13
Accrued Vacation	20,483.98
Accrued Wages & FICA	19,253.98
Deferred Income	
Product Based Projects	
ERP - Northfield Water St.	282,736.94
Total Product Based Projects	282,736.94
Total Deferred Income	282,736.94
Dependent Care Deductions	1,176.60
FED/FICA withholding	532.64
Total Other Current Liabilities	334,363.27
Total Current Liabilities	347,607.95
Total Liabilities	347,607.95
Equity	
Invested in Fixed Assets	15,836.34
Unrestricted Net Position	
Designated for High Meadows	1,939.55
Unrestricted Net Position - Other	176,433.71
Total Unrestricted Net Position	178,373.26

## Balance Sheet

As of June 30, 2019

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	Jun 30, 19
Net Income	96,126.71
Total Equity	290,336.31
TOTAL LIABILITIES & EQUITY	637,944.26

## Central Vermont Regional Planning Commission

## A/R Aging Summary

As of June 30, 2019

3:01 PM

07/30/19

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
<b>ACCD</b>						
<b>ACCD FY19</b>						
Core	5,198.62	0.00	0.00	0.00	0.00	5,198.62
Municipal Planning	10,553.38	0.00	0.00	0.00	0.00	10,553.38
Regional Planning/250 Sec 248	404.02	0.00	0.00	0.00	0.00	404.02
<b>Total ACCD FY19</b>	<u>16,156.02</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>16,156.02</u>
<b>Total ACCD</b>	16,156.02	0.00	0.00	0.00	0.00	16,156.02
<b>Cabot</b>						
<b>MPG Cabot Trail Planning</b>	<u>5,547.07</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,547.07</u>
<b>Total Cabot</b>	5,547.07	0.00	0.00	0.00	0.00	5,547.07
<b>Calais</b>						
<b>Calais Better Back Roads FY18</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>85.42</u>	<u>85.42</u>
<b>Total Calais</b>	0.00	0.00	0.00	0.00	85.42	85.42
<b>Clean Water Act CCRPC</b>						
<b>Clean Water</b>						
Implementation 19	3,850.05	0.00	0.00	0.00	0.00	3,850.05
Oversight	669.29	0.00	0.00	0.00	0.00	669.29
Tactical Basin Planning 19	1,903.32	0.00	0.00	35.38	0.00	1,938.70
<b>Total Clean Water</b>	<u>6,422.66</u>	<u>0.00</u>	<u>0.00</u>	<u>35.38</u>	<u>0.00</u>	<u>6,458.04</u>
<b>Total Clean Water Act CCRPC</b>	6,422.66	0.00	0.00	35.38	0.00	6,458.04
<b>Cross VT Trail</b>	0.00	0.00	0.00	1,200.00	0.00	1,200.00
<b>Department of Environmental Conservation</b>						
<b>Plainfield Health Center ERP</b>	<u>2,231.26</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,231.26</u>
<b>Total Department of Environmental Conservation</b>	2,231.26	0.00	0.00	0.00	0.00	2,231.26
<b>DPS MOA</b>						
<b>Response</b>	4,237.91	0.00	0.00	0.00	0.00	4,237.91
<b>DPS MOA - Other</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>261.10</u>	<u>261.10</u>
<b>Total DPS MOA</b>	4,237.91	0.00	0.00	0.00	261.10	4,499.01
<b>EMPGFY18</b>						
<b>EMPG FY 18 Response</b>	1,777.61	0.00	0.00	0.00	0.00	1,777.61
<b>EMPG FY18 Tech Asst &amp; Education</b>	3,710.23	0.00	0.00	0.00	0.00	3,710.23
<b>LEMP</b>	5,919.61	0.00	0.00	0.00	0.00	5,919.61
<b>Special Projects - EAB</b>	1,332.34	0.00	0.00	0.00	0.00	1,332.34
<b>Special Projects - LHMP</b>	<u>4,766.52</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,766.52</u>
<b>Total EMPGFY18</b>	17,506.31	0.00	0.00	0.00	0.00	17,506.31
<b>Fayston</b>						
<b>Fayston Better Back Roads</b>	<u>577.92</u>	<u>41.71</u>	<u>0.00</u>	<u>0.00</u>	<u>3,533.18</u>	<u>4,152.81</u>
<b>Total Fayston</b>	577.92	41.71	0.00	0.00	3,533.18	4,152.81
<b>Forest Parks and Recreation</b>						
<b>Forest Integrity</b>	<u>533.80</u>	<u>1,162.56</u>	<u>0.00</u>	<u>255.80</u>	<u>12,666.66</u>	<u>14,618.82</u>
<b>Total Forest Parks and Recreation</b>	533.80	1,162.56	0.00	255.80	12,666.66	14,618.82
<b>HMGP MEGA</b>	0.00	0.00	0.00	0.00	853.30	853.30
<b>HMPG Admin</b>	0.00	0.00	0.00	0.00	78.45	78.45
<b>LEPC SERC</b>	2,044.04	0.00	0.00	0.00	0.00	2,044.04
<b>Montpelier</b>	0.00	511.30	0.00	0.00	0.00	511.30
<b>Moretown</b>						
<b>Moretown LHMP</b>	<u>2,723.74</u>	<u>0.00</u>	<u>0.00</u>	<u>799.24</u>	<u>3,102.32</u>	<u>6,625.30</u>
<b>Total Moretown</b>	2,723.74	0.00	0.00	799.24	3,102.32	6,625.30
<b>NEIWPCC</b>						
<b>Berlin SW Final Design</b>						
Task 1 - Hire Design Engineer QAPP Develop	<u>1,010.22</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,010.22</u>
<b>Total Berlin SW Final Design</b>	<u>1,010.22</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,010.22</u>
<b>Total NEIWPCC</b>	1,010.22	0.00	0.00	0.00	0.00	1,010.22
<b>Northfield</b>						
<b>Northfield Better Back Roads FY18</b>	<u>61.91</u>	<u>0.00</u>	<u>0.00</u>	<u>37.51</u>	<u>5,731.01</u>	<u>5,830.43</u>

## Central Vermont Regional Planning Commission

## A/R Aging Summary

As of June 30, 2019

3:01 PM

07/30/19

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Total Northfield	61.91	0.00	0.00	37.51	5,731.01	5,830.43
Northwest Regional Comm'n						
Energy Plan						
Year 3	14,112.31	0.00	0.00	0.00	0.00	14,112.31
Total Energy Plan	14,112.31	0.00	0.00	0.00	0.00	14,112.31
Municipal Grants in Aid	6,536.04	0.00	0.00	0.00	0.00	6,536.04
Total Northwest Regional Comm'n	20,648.35	0.00	0.00	0.00	0.00	20,648.35
Orange						
Orange Better Back Roads FY18	5,285.16	0.00	0.00	0.00	31.33	5,316.49
Orange - Other	0.00	0.00	0.00	0.00	-1,286.40	-1,286.40
Total Orange	5,285.16	0.00	0.00	0.00	-1,255.07	4,030.09
Plainfield	0.00	15.00	0.00	0.00	0.00	15.00
Ranker Laura	0.00	0.00	0.00	119.69	0.00	119.69
Southern Windsor Regional Comm'n						
Berlin Storm Office Stormwater	1,051.20	0.00	0.00	0.00	0.00	1,051.20
Pouliet CW Block Grant	1,057.47	0.00	0.00	538.06	0.01	1,595.54
Total Southern Windsor Regional Comm'n	2,108.67	0.00	0.00	538.06	0.01	2,646.74
Two Rivers Ottauquechee Comm'n						
TROC 604b	680.66	267.29	0.00	0.00	1,617.88	2,565.83
Total Two Rivers Ottauquechee Comm'n	680.66	267.29	0.00	0.00	1,617.88	2,565.83
VAPDA_	333.58	0.00	0.00	0.00	0.00	333.58
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	5,003.01	0.00	0.00	0.00	0.00	5,003.01
TPI Project Develop	3,797.14	0.00	0.00	0.00	0.00	3,797.14
TPI Coordination	9,620.22	0.00	0.00	0.00	0.00	9,620.22
TPI Long Range	13,342.55	936.58	0.00	0.00	0.00	14,279.13
TPI Other VOBCIT	959.03	0.00	0.00	0.00	0.00	959.03
TPI SRP	26,225.18	0.00	0.00	0.00	0.00	26,225.18
Total TPI	58,947.13	936.58	0.00	0.00	0.00	59,883.71
Total VTrans	58,947.13	936.58	0.00	0.00	5,526.14	65,409.85
Watershed Consulting_						
WCA P3 Acre						
1. Coord/Site Selection	1,825.29	0.00	0.00	0.00	0.00	1,825.29
2. Engage/Report	238.94	0.00	0.00	0.00	0.00	238.94
Total WCA P3 Acre	2,064.23	0.00	0.00	0.00	0.00	2,064.23
Total Watershed Consulting_	2,064.23	0.00	0.00	0.00	0.00	2,064.23
Williamstown						
Local HMP	5,492.97	0.00	0.00	284.75	1,834.28	7,612.00
Williamstown Better Back Roads FY18	64.93	0.00	0.00	0.00	39.17	104.10
Total Williamstown	5,557.90	0.00	0.00	284.75	1,873.45	7,716.10
Woodbury						
Woodbury Better Back Roads	0.00	0.00	0.00	0.00	4,984.00	4,984.00
Total Woodbury	0.00	0.00	0.00	0.00	4,984.00	4,984.00
Worcester						
Worcester Better Back Roads FY 18	191.29	0.00	0.00	0.00	3,021.62	3,212.91
Total Worcester	191.29	0.00	0.00	0.00	3,021.62	3,212.91
TOTAL	154,869.83	2,934.44	0.00	3,270.43	42,079.47	203,154.17

<u>Jun-19</u>	Rate Pay	CTO Hours	Total
Andrews, A.	20.70	0.00	\$ -
Chartrand, N.	25.00	18.50	\$ 462.50
Currier, D.	28.72	0.00	\$ -
DeAndrea, P.	26.79	0.00	\$ -
DeLaBruere, J.	18.51	0.00	\$ -
Zachary Maia	17.97	0.00	\$ -
Rock, Clare	26.62	14.00	\$ 372.68
Waninger, B.	40.45	231.00	9,343.95
			10,179.13
		Vacation Hours	
Andrews, A.	20.70	247.50	\$ 5,122.54
Chartrand, N.	25.00	68.88	\$ 1,722.00
Currier, D.	28.72	114.63	\$ 3,292.17
DeAndrea, P.	26.79	33.13	\$ 887.55
DeLaBruere, J.	18.51	-6.00	\$ (111.06)
Zachary Maia	17.97	16.69	\$ 299.92
Rock, Clare	26.62	44.36	\$ 1,180.86
Waninger, B.	40.45	200.00	\$ 8,090.00
			20,483.98
		Sick	
Andrews, A.	20.70	218.04	\$ 4,512.80
Chartrand, N.	25.00	77.55	\$ 1,938.75
Currier, D.	28.72	359.00	\$ 10,310.48
DeAndrea, P.	26.79	16.75	\$ 448.73
DeLaBruere, J.	21.63	30.00	\$ 648.90
Zachary Maia	17.97	20.00	\$ 359.40
Rock, Clare	26.62	77.40	\$ 2,060.39
Waninger, B.	40.45	360.00	\$ 14,562.00
			34,841.45

## Central Vermont Regional Planning Commission

## FY 19 Budget VS. Actual

July 2018 through June 2019

Accrual Basis

	Jul '18 - Jun 19	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
ACCD	289,400.36	289,338.00	62.36	100.0%
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	15,632.31	11,464.00	4,168.31	136.4%
Total Community Development	56,958.03	52,163.00	4,795.03	109.2%
Fee for Services				
Cross VT Trail	1,200.00	1,200.00	0.00	100.0%
GIS Mapping	4,107.00	700.00	3,407.00	586.7%
WBRD Admn	5,000.00	5,000.00	0.00	100.0%
Total Fee for Services	10,307.00	6,900.00	3,407.00	149.4%
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	12,453.15	21,918.00	-9,464.85	56.8%
Cabot Trails MPG 19	5,547.07	4,995.00	552.07	111.1%
Local Hazard Mitigation Plans	21,849.30	20,627.00	1,222.30	105.9%
Total Municipal Contracts	40,349.52	51,708.00	-11,358.48	78.0%
Natural Resources				
604B Water Planning	5,250.95	4,693.00	557.95	111.9%
Forest Integrity	4,441.15	5,400.00	-958.85	82.2%
Mad-Kingsbury Stormwater M. Pla	115,535.56	121,714.00	-6,178.44	94.9%
NEIWPCC Berlin SW Final Design	1,010.22	3,369.00	-2,358.78	30.0%
Northfield Water Street	50,196.40	28,988.00	21,208.40	173.2%
Plainfield Health Center ERP	2,231.26	1,264.00	967.26	176.5%
SWCRPC Clean Water Block Grant	20,557.55	157,394.00	-136,836.45	13.1%
Water Quality	43,955.17	43,760.00	195.17	100.4%
WCA P3	2,064.23	1,700.00	364.23	121.4%
Total Natural Resources	245,242.49	368,282.00	-123,039.51	66.6%
Other Income				
Interest Income	430.32	10.00	420.32	4,303.2%
Miscellaneous Income	7,126.08	2,125.00	5,001.08	335.3%
Total Other Income	7,556.40	2,135.00	5,421.40	353.9%
Public Safety				
EMPG	50,821.09	33,434.00	17,387.09	152.0%
HMGP MEGA	237.17	350.00	-112.83	67.8%
LEPC SERC	7,337.24	11,388.00	-4,050.76	64.4%
VEM Emergency Operation MOA	5,454.26	1,500.00	3,954.26	363.6%
Total Public Safety	63,849.76	46,672.00	17,177.76	136.8%
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	16,547.61	32,406.00	-15,858.39	51.1%
TPI	232,878.79	213,334.00	19,544.79	109.2%
VTrans Better Back Road	1,757.37	1,248.00	509.37	140.8%

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

Accrual Basis

	Jul '18 - Jun 19	Budget	\$ Over Budget	% of Budget
<b>Total Transportation</b>	315,939.78	313,842.00	2,097.78	100.7%
<b>Total Income</b>	1,103,091.76	1,204,528.00	-101,436.24	91.6%
<b>Gross Profit</b>	1,103,091.76	1,204,528.00	-101,436.24	91.6%
<b>Expense</b>				
<b>Advertising</b>	2,865.01	5,375.00	-2,509.99	53.3%
<b>Cleaning</b>	1,680.00	2,080.00	-400.00	80.8%
<b>Consultants</b>	276,851.33	392,353.00	-115,501.67	70.6%
<b>Copy</b>				
Copier extra copies	1,746.46	1,900.00	-153.54	91.9%
Copier Lease Payments	1,560.18	2,784.00	-1,223.82	56.0%
<b>Total Copy</b>	3,306.64	4,684.00	-1,377.36	70.6%
<b>Depreciation expense</b>	2,786.00	7,000.00	-4,214.00	39.8%
<b>Dues/Pubs/Sponsorships</b>				
Government Relations	3,454.56	5,500.00	-2,045.44	62.8%
Dues/Pubs/Sponsorships - Other	5,828.44	5,604.00	224.44	104.0%
<b>Total Dues/Pubs/Sponsorships</b>	9,283.00	11,104.00	-1,821.00	83.6%
<b>Equipment - Repairs and Mainten</b>	0.00	600.00	-600.00	0.0%
<b>Interest Expense</b>	0.00	10.00	-10.00	0.0%
<b>Liability Insurance</b>	1,738.00	1,550.00	188.00	112.1%
<b>Meetings/Programs</b>	11,921.65	9,782.00	2,139.65	121.9%
<b>Office Rent/Occupancy</b>				
Rent/Utility Deposits	42,052.29	42,052.00	0.29	100.0%
<b>Total Office Rent/Occupancy</b>	42,052.29	42,052.00	0.29	100.0%
<b>Other Expenses</b>				
<b>Fees</b>				
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	62.10	248.00	-185.90	25.0%
Payroll Direct Deposit Fees	266.00	420.00	-154.00	63.3%
Fees - Other	354.00			
<b>Total Fees</b>	1,497.10	1,803.00	-305.90	83.0%
<b>Gifts</b>	64.31	140.00	-75.69	45.9%
<b>Total Other Expenses</b>	1,561.41	1,943.00	-381.59	80.4%
<b>Postage</b>	2,397.56	3,103.00	-705.44	77.3%
<b>Professional Services</b>				
Accounting	49,920.50	54,080.00	-4,159.50	92.3%
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	2,271.81	7,460.00	-5,188.19	30.5%
Videography	2,681.00	2,285.00	396.00	117.3%
<b>Total Professional Services</b>	68,907.06	83,955.00	-15,047.94	82.1%
<b>Software/Licenses/IT</b>	6,573.77	7,205.00	-631.23	91.2%
<b>Subscriptions/Publications</b>	476.96	644.00	-167.04	74.1%
<b>Supplies - Billable</b>	1,943.10	3,978.00	-2,034.90	48.8%
<b>Supplies - Office</b>				
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	7,055.71	4,500.00	2,555.71	156.8%
<b>Total Supplies - Office</b>	11,233.93	12,996.00	-1,762.07	86.4%
<b>Telephone</b>	5,926.69	6,370.00	-443.31	93.0%
<b>Travel</b>	11,589.54	19,516.00	-7,926.46	59.4%

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

Accrual Basis

	<u>Jul '18 - Jun 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Wages and Fringe Benefits</b>				
<b>Fringe Benefits</b>				
FICA	30,261.59	31,408.00	-1,146.41	96.3%
Health Insurance	81,327.43	84,090.00	-2,762.57	96.7%
Life Disability Insurance	3,555.65	5,892.00	-2,336.35	60.3%
Pension Plan	16,400.76	16,472.00	-71.24	99.6%
Unemployment Comp	650.00	1,400.00	-750.00	46.4%
Workmen's comp	832.00	1,546.00	-714.00	53.8%
<b>Total Fringe Benefits</b>	<u>133,027.43</u>	<u>140,808.00</u>	<u>-7,780.57</u>	<u>94.5%</u>
<b>Personnel</b>	<u>410,843.68</u>	<u>421,544.00</u>	<u>-10,700.32</u>	<u>97.5%</u>
<b>Total Wages and Fringe Benefits</b>	<u>543,871.11</u>	<u>562,352.00</u>	<u>-18,480.89</u>	<u>96.7%</u>
<b>Total Expense</b>	<u>1,006,965.05</u>	<u>1,178,652.00</u>	<u>-171,686.95</u>	<u>85.4%</u>
<b>Net Ordinary Income</b>	<u>96,126.71</u>	<u>25,876.00</u>	<u>70,250.71</u>	<u>371.5%</u>
<b>Net Income</b>	<u><b>96,126.71</b></u>	<u><b>25,876.00</b></u>	<u><b>70,250.71</b></u>	<u><b>371.5%</b></u>





## MEMO

Date: July 30, 2019  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Contract/Agreement Approvals

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### GRANTS & SERVICE AGREEMENTS

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

#### VT Agency of Commerce and Community Development (ACCD) – FY20 Municipal and Regional Planning

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the FY20 Municipal and Regional Planning grant agreement with the VT Agency of Commerce and Community Development.

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

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

**Funding:**

Grant Amount: \$269,638

Match Amount: None required.

**Performance Period:** 07/01/19 – 06/30/20

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

**Bennington County Regional Commission – Regional and Local Energy Plan Implementation**

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the energy plan implementation agreement with Bennington County Regional Commission.

**Scope of Work:** Support for municipal and local energy committee efforts to achieve objectives for promoting energy efficiency consistent with Efficiency Vermont’s mission. Generally, the scope of work includes:

- Build RPC capacity and knowledge to serve as a “first line of support” for local energy groups.
- Build local capacity to implement energy-focused initiatives with a focus on increasing electrical efficiency, weatherization, and alternative heating (heat pumps and wood heat). Integrate low/moderate-income strategies where feasible.

**Funding:**

Grant Amount: \$29,250

Match Amount: None required.

**Performance Period:** 07/10/19 – 12/31/20

**Staff:** Zachary Maia (primary), Bonnie Waninger (project management), Clare Rock

**CONTRACTS WRITTEN**

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

**Watershed Consulting Associates – Stormwater Master Agreement Addendum 1, Berlin Stormwater Final Designs**

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the contract addendum.

**Scope of Work:** Develop final designs for the treatment of stormwater runoff at three sites: Berlin Elementary School, Fire Department 2, and the Chimney Sweep.

**Funding:**

Contract Amount: \$34,925

Funding Source: New England Interstate Water Pollution Control Commission (federal)

**Performance Period:** 08/06/19 – 05/31/20

**CVRPC Staff:** Pam DeAndrea

**Note:** These projects were identified in the Berlin Stormwater Master Plan completed by CVRPC in

2017.

**G&N Construction – Northfield Water Street Stormwater Implementation Construction  
Change Order 1 and 1A**

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the change orders with G&N Construction.

**Scope of Work:** Construction of a stormwater remediation project. The site is located on Water Street near the intersection of Union Brook Road. The project is an infiltration chamber system. Replacing drainage lines, catch basins, curbing and sidewalks are part of the construction plans.

The Change Orders are for unanticipated costs. Change Order 1 permits the contractor to hire a tree service to cut large trees not included on the design plans. Change Order 1A is for extra materials to enable the storm drain to cross the existing sewer main, which was not included on the design because it had not been identified by the Town. CVRPC's project engineer has reviewed and approved these changes.

**Funding:**

Contract Amount: ~~\$455,125~~ \$460,816.75

Funding Source: Vermont Department of Environmental Conservation

**Performance Period:** 05/15/19 – 08/15/19

**CVRPC Staff:** Pam DeAndrea

**Note:** CVRPC has 10 days to sign change orders after the project engineer approves and signs them, the contractor has approved an extension for signature of these change orders.

**G&N Construction – Northfield Water Street Stormwater Implementation Construction  
Future Change Order**

See separate memo.

**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****Town of Waterbury – Ash Tree Inventory**

**Scope of Work:** Rural roadside ash tree inventory.

**Funding:**

Amount: \$0- unknown. CVRPC will donate 12 hours of staff time, and bill Waterbury for actual costs in excess of 12 hours.

**Performance Period:** 08/01/19 – 07/31/20

**CVRPC Staff:** Dan Currier (primary), Ashley Andrews

**Note:** Waterbury will use the donated work as match to a grant for a larger project to inventory ash trees and draft an Emerald Ash Borer Management Plan.

**CONTRACTS WRITTEN****Friends of the Winooski River - Winooski Headwaters Resilience Amendment 1**

**Scope of Work:** Act as project co-lead to improve resilience in the headwaters of the Winooski River by evaluating and demonstrating the impact of upland forests management.

**Funding:**

Contract Amount: ~~\$7,000.00~~ \$4,859.00

Funding Source: High Meadows Winooski Headwater Resilience

**Performance Period:** 09/15/17 - ~~04/15/19~~ 05/07/19

**CVRPC Staff:** Clare Rock (primary), Pam DeAndrea

**Note:** FWR will provide ~~\$2,400~~ \$2,162 in match for this project. ~~Actual amount paid may be higher due to stipend add-ons High Meadows provides for statewide gathering participation.~~

**Vermont Woodlands Association - Winooski Headwaters Resilience Amendment 1**

**Scope of Work:** Act as project co-lead to improve resilience in the headwaters of the Winooski River by evaluating and demonstrating the impact of upland forests management.

**Funding:**

Contract Amount: ~~\$5,525.00~~ \$3,842

Funding Source: High Meadows Winooski Headwater Resilience

**Performance Period:** 09/15/17 - ~~04/15/19~~ 05/07/19

**CVRPC Staff:** Clare Rock (primary), Pam DeAndrea

**Note:** VWA will provide ~~\$5,460~~ \$3,647 in match for this project. ~~Actual amount paid may be higher due to stipend add-ons High Meadows provides for statewide gathering participation.~~

#### **MEMORANDA OF AGREEMENT WRITTEN**

A Memorandum of Agreement (MOA) is a document written between parties to cooperatively work together on an agreed upon project or to meet an agreed upon objective. The purpose of an MOA is to have a written formal understanding of the agreement between parties. An MOA details the obligations and commitments of the parties and allocates and minimizes each party's risks. It can be referred to as a contract and is legally binding. CVRPC requests that municipalities and project partners making match commitments sign an MOA with CVRPC when CVRPC applies for funding and a municipality or partner commits to providing match to the project. When in-kind match is involved, the MOA commits the in-kind match partner to provide cash match if the partner is unable to meet its in-kind match. This reduces CVRPC's risk of needing to cover a partner's match with CVRPC cash or in-kind services should the partner be unsuccessful in meeting its match commitment.

The following MOAs were signed by the Executive Director in 2019. Executive Committee approval is not required.

#### **Town of Barre – Ash Tree Inventory & Amendment 1**

**Scope of Work:** Inventory ash trees in the right of way on rural roads, provide maps for use in an Emerald Ash Borer Response Plan and municipal outreach efforts, and assist the municipality with development of a draft Emerald Ash Borer Response Plan.

**Match Commitment:** 10% of the actual total project cost (project estimated at \$12,000)

**Intended Match:** Cash

**Performance Period:** 01/03/19 – ~~06/30/19~~ 08/31/19

**CVRPC Staff:** Dan Currier (primary), Ashley Andrews, Jonathan DeLaBruere

#### **Town of Berlin – Stormwater Final Designs**

**Scope of Work:** Facilitate development of a final design for the treatment of stormwater runoff at three sites: Berlin Elementary School, Fire Department 2, and the Chimney Sweep.

**Match Commitment:** \$1,100 cash or in-kind services

**Intended Match:** Town Administrator participation in project.

**Performance Period:** 07/01/19 – 06/30/20

**CVRPC Staff:** Pam DeAndrea (primary), Zachary Maia

#### **Town of East Montpelier – Emerald Ash Borer (EAB) Preparedness Planning**

**Scope of Work:** Provide technical support to volunteers as they inventory ash trees, provide maps for use in an EAB Response Plan and municipal outreach efforts, and assist the municipality with development of a draft EAB Response Plan.

**Match Commitment:** 33.75% of the actual total project cost in cash or in-kind services (match value estimated at \$2,804)

**Intended Match:** In-kind service of volunteers to inventory ash trees

**Performance Period:** 01/01/19 – 09/30/19

**CVRPC Staff:** Dan Currier (primary), Ashley Andrews, Jonathan DeLaBruere

#### **Town of Northfield – Northfield Stormwater Construction MOA**

**Scope of Work:** Capture and treat stormwater runoff from 13 acres of untreated impervious surface in the Village of Northfield by designing and constructing a large bioretention/infiltration system.

**Match Commitment:** \$25,120 cash or in-kind services

**Intended Match:** In-kind services of Town Manager participation in project, site visits, and oversight of construction contractor performance if the project engineer is not present, and excavate and remove soils from area where stormwater chamber system will be installed and backfill removal area.

**Performance Period:** 05/06/19 – 12/31/19

**CVRPC Staff:** Pam DeAndrea

**Note:** In late June, the municipality determined that it cannot perform its match duties related to excavation and soil removal due to staffing limitations. CVRPC is working with the Town and contractor to identify other in-kind work the Town can complete to fulfill its match commitment, such as trucking soils to offsite location. The Town submitted a new proposal today, which CVRPC staff and the contractor are reviewing. Staff anticipates this change of match will delay the project's completion and is working to minimize the delay.

**Town of Plainfield – Health Center Stormwater Design**

**Scope of Work:** Facilitate the final design for the treatment of stormwater runoff and gully stabilization down gradient from the Plainfield Health Center.

**Match Commitment:** \$600 cash or in-kind services

**Intended Match:** In-kind service of Road Commissioner to participate in the project.

**Performance Period:** 07/10/19 – 07/30/20

**CVRPC Staff:** Pam DeAndrea

## STATE OF VERMONT GRANT AGREEMENT

## Part 1 - Grant Award Detail

## SECTION I - GENERAL GRANT INFORMATION

<sup>1</sup> Grant #: 07110-RPC-2020-04		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # _____	
<sup>3</sup> Grant Title: Regional Planning Funds: Central Vermont Regional Planning Commission (CVRPC)			
<sup>4</sup> Amount Previously Awarded: \$ 0.00		<sup>5</sup> Amount Awarded This Action: \$269,638.00	
<sup>6</sup> Total Award Amount: \$269,638.00			
<sup>7</sup> Award Start Date: 07/01/2019		<sup>8</sup> Award End Date: 06/30/2020	
<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
<sup>10</sup> Vendor #: 43329		<sup>11</sup> Grantee Name: Central Vermont Regional Planning Commission (CVRPC)	
<sup>12</sup> Grantee Address: 29 Main Street, Suite 4			
<sup>13</sup> City: Montpelier		<sup>14</sup> State: VT	
		<sup>15</sup> Zip Code: 05602	
<sup>16</sup> State Granting Agency: Agency of Commerce and Community Development			<sup>17</sup> Business Unit: 07110
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$ n/a Description: no match required	
<sup>20</sup> 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 type="checkbox"/>			

## SECTION II - SUBRECIPIENT AWARD INFORMATION

<sup>21</sup> Grantee DUNS #: 158842195		<sup>22</sup> Indirect Rate: <u>n/a</u> % (Approved rate or de minimis 10%)		<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 06				<sup>25</sup> R&D: n/a	
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

## SECTION III - FUNDING ALLOCATION

## STATE FUNDS

Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$269,638.	\$269,638.	Regional Planning Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

## FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

## Required Federal Award Information

<sup>31</sup> CFDA #	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
		\$0.00	\$0.00	\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$269,638.00	\$269,638.00			

## SECTION IV - CONTACT INFORMATION

<b>STATE GRANTING AGENCY</b> NAME: Jenni Lavoie TITLE: Administrative Services Coordinator PHONE: 802-828-1948 EMAIL: Jennifer.lavoie@vermont.gov	<b>GRANTEE</b> NAME: Bonnie Waninger TITLE: Executive Director PHONE: 802-229-0389 EMAIL: waninger@cvregion.com
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1. **Parties:** This is a Grant Agreement between the State of Vermont's **Agency of Commerce and Community Development** ("Agency"), **Department of Housing and Community Development** ("DHCD," and collectively with ACCD referred to herein as "State"), and the **Central Vermont Regional Planning Commission** with principal place of business at **29 Main Street, Suite 4, Montpelier, Vermont 05602** ("RPC" and collectively with State referred to herein as "Parties"). It is the RPC's responsibility to contact the Vermont Department of Taxes to determine if, by law, the RPC is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** Funding provided through this Grant Agreement supports **municipal and regional planning and related activities as described in Attachment A, Specifications of Work to be Performed, Appendix I, RPC Work Plan and Performance Measures, and Appendix II, Municipal Plan Consultation Report**. The Funds dedicated to RPC activities consist of those funds identified in 24 V.S.A. § 4306 and Sec. D.100 of Act 72 (2019 Session) (Appropriations) appropriated to the Agency for such purposes and distributed to the RPC pursuant to DHCD's "Rules for the Allocation and Distribution of Regional Planning Funds" adopted May 1992 (hereinafter "Rules").
3. **Amendment:** This Grant Agreement represents the entire agreement between the parties; no changes, modifications, or amendments in the terms and conditions of this grant agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and RPC.
4. **Cancellation:** This grant agreement may be canceled by either party by giving written notice at least 30 days in advance.
5. **Attachments:** This grant agreement consists of 25 pages including the following attachments which are incorporated herein:
  - Attachment A – Specifications of Work to be Performed
  - Attachment B – Payment Provisions
  - Attachment C – Standard State Provisions for Grants and Contracts (December 15, 2017 Revision).
  - Appendix I – FY20 RPC/DHCD Work Plan
  - Appendix II – FY20 Municipal Plan Consultation Report

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

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

By the State of Vermont:

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

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

Name: Josh Hanford

Title: Interim Commissioner

Agency: Department of Housing and  
Community Development

By the RPC:

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

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

Name: Bonnie Waninger

Title: Executive Director

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

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

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

**2. Grant Oversight:**

- 2A.** Funds are provided to the RPC to support the provision of services and completion of products specifically described in this Grant Agreement's Appendix I and Appendix II, and must be used in a manner that conforms to all relevant State standards. The services performed under this Grant shall be monitored by State assigned staff. Reporting requirements will include performance expectations and deliverables, as stated in Appendix I and Appendix II. Any changes to time, scope, and/or resources shall be discussed in advance and the impacts to the work to be performed will be determined and reduced to writing by the State and the RPC in the form of a Grant Agreement amendment. If any Deliverables are not provided to the Agency by the RPC in a timely manner, the Agency may withhold progress payments or institute the process established in Section 4, below.
- 2B.** DHCD will review and comment on all regional plan updates. If any regional plan is adopted after DHCD has found and communicated to the RPC that it does not comply with the intent of statute, DHCD will file the findings with the documentation for the Grant Agreement in addition to sending them to the Regional Commission Chair. The RPC may request a peer review of the non-compliance identified by DHCD. The peers may issue findings and submit them to DHCD to be filed along with DHCD's findings.

**3. RPC Deliverables:**

- 3A.** The RPC **will deliver the prior contract year-end annual report to the State no later than July 31, 2019.** The report will conform to any required format distributed by the Agency and will address services provided and activities completed pursuant to prior year Scope of Work.
- 3B.** The RPC **will deliver a final audit report and financial statements, including any attachments, letters or responses regarding any findings, to the Agency no later than six months after the end of the RPC's fiscal year.** If applicable, the RPC must provide documentation to DHCD to demonstrate that any findings have been or will be addressed.
- 3C.** The RPC **will complete a mid-term report for the period of July 1, 2019 to December 31, 2019, due January 15, 2020, and a final report for the period of January 1, 2020 to June 30, 2020, due July 31, 2020.** These reports will summarize progress and completion of projects outlined in the workplan, and any significant changes made, as approved by the State, in the RPC Appendix I and Appendix II.

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

funding by source (federal, state (by agency), municipal, other) and type (grants, contracts, dues, other).

**4. Default/Recapture of Funds/Termination of Grant Agreement:** Failure by the RPC to fulfill in a timely and proper manner its obligations under, or comply with, any of the terms or conditions of this grant agreement shall constitute a Default. The State shall notify the RPC of the Default, may establish a period not to exceed thirty (30) calendar days to correct such Default, and may cease payment of any portion of Grant funds, until the Default is cured. If the RPC does not cure the Default at the completion of the correction period, then State: (1) may require RPC to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this agreement; or, in the alternative, may forever retain any portion of Funds, equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this agreement by giving written notice to the RPC, specifying the effective date thereof.

**5. Copyright:** Upon full payment by the State, all products of the RPC's work funded by the State, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the joint property of the State of Vermont and the RPC. The RPC will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. The RPC shall not use any copyright protected material in the performance of the work under this agreement that would require the payment of any fee for present or future use of the same by the State. To the extent the RPC uses copyrighted materials in performance of work under this Grant Agreement, the RPC shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material.

(End of Attachment A)

**ATTACHMENT B  
PAYMENT PROVISIONS**

**1. Payment of Funds:** The Funds identified in 24 V.S.A. § 4306 and Sec. D.100 of Act 72 (2019 Session) (Appropriations), shall be payable in four equal advance payments, with five percent (5%) withheld until completion as further described in paragraphs below. To receive payment, the RPC shall submit invoices as described below, along with required insurance documentation and deliverables.

**Important** – All invoices submitted by the RPC must identify the total amount for the quarter (see the chart on page 6 listing the amounts to be invoiced). Reimbursement of invoices not identifying these amounts will not be processed until a corrected invoice is received. All invoices must be emailed to [jennifer.lavoie@vermont.gov](mailto:jennifer.lavoie@vermont.gov) for processing.

**Payment #1**, equal to funding for the **first quarter** of this twelve-month Grant, will be paid to the RPC **on or about July 15, 2019**, provided that this agreement has been duly executed and if applicable that the RPC has demonstrated that any findings from the RPC's most recent audit have been or will be addressed.

**Payment #2**, equal to funding for the **second quarter** of this twelve-month contract, will be paid to the RPC **on or about October 1, 2019**, but in no event prior to receipt and approval by DHCD of the prior contract year-end annual report.

**Payment #3**, equal to funding for the **third quarter** of this twelve-month Grant, will be **payable upon receipt and approval by the Commissioner of DHCD of the mid-term report showing satisfactory progress in completing the terms of this Grant**. Timing of payment will correspond to the submission date of the mid-term report: submission of a report by December 31, 2019, will result in payment on or about January 15, 2020; submission of a report by January 15, 2020, will result in payment on or about January 30, 2020.

**Payment #4**, equal to funding for the **fourth quarter** of this twelve-month Grant, will be paid to the RPC **on or about April 1, 2020**.

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

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

**Timing of final payment will correspond to the submission date of the final report:** submission of a report by July 15, 2020, will result in payment on or about July 31, 2020; submission of a report by July 31, 2020, will result in payment on or about August 15, 2020.

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

Vendor Name	Regional Planning Fund Allocation	Quarterly Payment	Final Payment Invoice Amount
Addison County Regional Planning Commission	\$233,191.00	\$55,382.86	\$11,659.55
Bennington County Regional Planning Commission	\$222,626.00	\$52,873.68	\$11,131.30
Central Vermont Regional Planning Commission	\$269,638.00	\$64,039.03	\$13,481.90
Chittenden County Regional Planning Commission	\$381,458.00	\$90,596.28	\$19,072.90
Lamoille County Regional Planning Commission	\$214,979.00	\$51,057.51	\$10,748.95
Northwest Regional Planning Commission	\$259,131.00	\$61,543.61	\$12,956.55
Northeast Vermont Development Association	\$334,839.00	\$79,524.26	\$16,741.95
Rutland Regional Planning Commission	\$269,315.00	\$63,962.31	\$13,465.75
Southern Windsor County Regional Planning Commission	\$199,508.00	\$47,383.15	\$9,975.40
Two Rivers-Ottawquechee Regional Commission	\$279,683.00	\$66,424.71	\$13,984.15
Windham Regional Commission	\$260,048.00	\$61,761.40	\$13,002.40

(End of Attachment B)

**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, Attachment C)

# Appendix I

## FY20 CVRPC/DHCD Work Plan & Reporting Form

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The Municipal and Regional Planning Fund for the purpose of assisting municipal and regional planning commissions to carry out the intent of this chapter shall be disbursed to the Secretary of Commerce and Community Development for performance contracts with regional planning commissions to provide regional planning services pursuant to section 4341a of this title; and allocations for performance contract funding to regional planning commissions shall be determined according to a formula to be adopted by rule under 3 V.S.A. chapter 25 by the Department for the assistance of the regional planning commissions. Disbursement of funding to regional planning commissions shall be predicated upon meeting performance goals and targets pursuant to the terms of the performance contract.

### Task Deadlines:

- |                           |   |
|---------------------------|---|
| ▪ September 30, 2019      | Individual report of last fiscal year's regional plan implementation actions in annual report |
| ▪ January 15, 2020        | Early Mid-term Report (optional)  |
| ▪ January 31, 2020        | Mid-term Report   |
| ▪ June 30, 2020           | Task 3a Training  |
| ▪ July 15, 2020           | Early Final Report Submission (optional)  |
| ▪ July 31, 2020           | Final Report Submission   |
| ▪ RPC's FY-End + 6 months | Final Audit Report Submission   |

### Mid-term Report:

- Reporting form must be accompanied by a budget report (using DHCD template) and an invoice.
- Submission of a report by **January 15, 2020** will result in payment on or about **January 30, 2020**.
- Submission of a report by **January 31, 2020** will result in payment on or about **February 15, 2020**.

### Final Audit Report:

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

### Final Report:

- Reporting Form must be accompanied by a budget report (using DHCD template) and an invoice.
- Submission of a report by **July 15, 2020** will result in payment on or about **July 31, 2020**
- Submission of a report by **July 31, 2020** will result in payment on or about **August 15, 2020**

**Needs Improvement:**

If the RPC has tasks in “Needs Improvement,” it may be subject to the **5% retainage being held** in accordance with the State Rules for the Allocation and Distribution of Regional Planning Funds. The DHCD Commissioner may meet with the RPC to discuss the areas in need of improvement and consider plans or approaches the RPC may employ to improve performance. The DHCD Commissioner will review any extenuating circumstances on a case-by-case basis.

**Results-Based Accountability Symbol Key:**

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

## CVRPC FY20 Work Plan & Reporting Form

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### 1. REGIONAL PLANNING

**a. REGIONAL PLAN MAINTENANCE. Maintain a current regional plan that meets statutory requirements and directs implementation.**

**Needs Improvement:** Regional plan has expired.

⊕ Regional plan is in effect	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>
* If plan was adopted, re-adopted, or amended this fiscal year, the regional plan includes an implementation program that defines tasks, assigns responsibility, and where applicable identifies the means, and indicates priority	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no or n/a, please explain</i>
* If plan was adopted, re-adopted, or amended this fiscal year, the RPC provided the Department of Housing and Community Development with a copy of the plan at least <b>30 days</b> prior to the plan hearing as required by <u>24 V.S.A. §4348(c)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no or n/a, please explain</i>
✱ The RPC has a properly adopted plan approved by the delegates representing its member municipalities pursuant to the requirements of <u>24 V.S.A. § 4348 (f)02</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>

#### REGIONAL PLAN REPORTING TABLE

Date of Most Recent Adoption/Re-adoption	
Date of Most Recent Plan Amendment	
Date of Regional Plan Expiration	

**b. ACT 250 REVIEW. Review Act 250 major applications (or potential applications) in relation to the regional plan.**

**Needs Improvement:** Less than 80% of major applications reviewed and commented upon by region, summary reporting table not completed.

✚ # of major applications in region	#	
✚ # of major applications reviewed and commented upon	#	
✚ # of those applications considered in conformance with the regional plan	#	
* % of Act 250 major applications that received review and comment	%	
* % of reviewed applications considered in conformance with the regional plan	%	
* Comments that were addressed during project application development, or in a permit decision, are summarized in the mid-term and final reports, providing extra detail about those involving substantive comment (complete reporting table below for all applications commented upon or issued a decision this fiscal year)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no or n/a, please explain</i>
✚ RPC assisted the District Environmental Commission in determining a project's conformance with Act 250 requirements ( <u>24 V.S.A. § 4345a (13)</u> )	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no or n/a, please explain</i>

**ACT 250 REPORTING TABLE**

Application Title	Criteria Addressed	Summarized Comments	Decision Issued? Yes/No	Comments Addressed? Yes/No	Explain (optional)

c. **SECTION 248 REVIEW.** Review Section 248 applications with hearings (or potential applications) in relation to the regional plan.

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

+ # of applications with hearing in the region	#	
+ # of applications with hearing reviewed	#	
+ # of those applications considered consistent with the regional plan	#	
* % of applications with a hearing that received review and comment	%	
* % of applications considered consistent with the regional plan	%	
* Comments that were addressed during project application development or in permit decision are summarized in the mid-term and final reports, providing more detail about those involving substantive comment (complete reporting table below for all applications commented upon or issued a decision this fiscal year)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no, please explain</i>
⚙ RPC assisted the Public Service Board in determining project conformance with Section 248 requirements <u>24 V.S.A. § 4345a (14)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no, please explain</i>

**SECTION 248 REPORTING TABLE**

Application Title	Criteria Addressed	Summarized Comments	Decision Issued? Yes/No	Comments Addressed? Yes/No	Explain (optional)

## 2. MUNICIPAL PLANNING AND TECHNICAL ASSISTANCE

### a. MUNICIPAL PLAN REVIEW. Review municipal plans as requested by municipalities.

**Needs Improvement:** Less than 80% of municipal plan reviews were completed within the statutory timeframe this fiscal year.

+ # of municipal plan adoption or amendment approval requests received	#	
+ # of municipal plan approval requests reviewed and acted upon by the RPC	#	
+ # of municipal plans incorporating consultations recommendations made by the RPC 12-24 months prior to plan expiration	#	
* % of municipal plan requests reviewed and acted upon by the RPC	%	
* % of municipal plan reviews completed within statutory schedule (based on # of approvals requested)	%	
* % of municipalities incorporating consultations recommendations made by RPCs in plans adopted or amended this fiscal year	%	
✱ Municipalities in the region have an opportunity to receive a decision on regional plan approval in a timely manner in keeping with <u>24 V.S.A. § 4350 (b)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

### MUNICIPAL PLAN REVIEW REPORTING TABLE

Municipality	Date Received	Date Acted Upon by RPC	RPC Recommendations Incorporated? Yes/No	Approved? Yes/No	Explain (optional)



- b. **MUNICIPAL PLAN CONSULTATION.** Conduct statutory consultations with municipalities with plans expiring within **12-24 months** and at least **twice within eight years** and document results. Contact municipalities with plans expiring next fiscal year and offer to assist with updating the plans to meet statutory requirements. (See Appendix II of the DHCD grant agreement for the consultation schedule.)

**Needs Improvement:** Less than 80% of the Appendix II consultations were completed

+ # of consultations scheduled for this fiscal year in Appendix II	#	
+ # of consultations scheduled for this fiscal year completed	#	
* % of statutory consultations completed on time	%	
✱ Municipalities in the region received regular consultations in keeping with <u>24 V.S.A. § 4350</u> and have received information that supports effective local planning and implementation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<i>If no, please explain</i>

#### MUNICIPAL PLAN CONSULTATION REPORTING TABLE

Municipality	Date of 2 <sup>nd</sup> Consultation	Summary of Key Recommendations

- c. **TECHNICAL PLANNING ASSISTANCE.** Provide technical assistance to municipalities in the preparation and maintenance of plans, capital plans, regulations, mapping, applications for designation under Chapter 76A of Title 24, grant-writing assistance, and other implementation activities under Chapter 117. (For each task indicate the level of assistance provided.)  
**Needs Improvement:** Less than 50% of municipalities receive assistance.

+ # of municipalities that received technical assistance		
* % of municipalities that received technical assistance	%	
* The type and hours of technical assistance provided to region's municipalities is documented in the individual RPC annual report (see item 5a below).	<input type="checkbox"/> Yes <input type="checkbox"/> No	
* Municipalities in the region received technical assistance in keeping with <u>24 V.S.A. § 4345a</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>

### 3. REGIONAL TRAINING AND EDUCATION FOR MUNICIPALITIES

- a. **TRAINING FOR MUNICIPALITIES.** Propose, produce, organize, lead, and deliver at least two trainings unique to this funding; proposed trainings identified below may include those already produced in partnership with DHCD to meet statewide needs (e.g. Land Use Essentials, Housing, Economic Development) or feature original content to address regional needs; presentations developed by outside entities or principally produced using other funding streams will not qualify without prior approval.

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

+ # of trainings held	#		
+ # of participants at each training	#		
+ # of municipalities represented	#		
* % of municipalities attending training	%		
* # of surveyed attendees rating the training useful	#		
* % of surveyed attendees rating the training useful	%		
* Trainings completed, surveys collected and summarized in final report.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain	
✱ Municipalities in the region received training in keeping with <u>24 V.S.A. § 4345a (1),(2) and(7)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain	

#### TRAINING REPORTING TABLE

Training Module or Type	Location of Training	# participants	# surveys collected	# municipalities represented	% municipalities represented	# surveyed rating training useful	% surveyed rating training useful
[enter proposed training subject]							
[enter proposed training subject]							

#### 4. SUPPORT FOR STATEWIDE INITIATIVES

- a. **REGIONAL PLAN FUTURE LAND USE MAP MAINTENANCE.** Submit and maintain current GIS files of all regional plan future land use plan maps for access through the Vermont Open Geodata Portal upon update by an RPC.

**Needs Improvement:** Did not produce adequate maps/data on time

✚ # Point and/or shapefiles of effective regional plan future land use maps uploaded to VCGI portal that meet VCGI standards	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✱ Point and/or shapefiles uploaded within 60 days of adoption	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain
✳ Region's future land use maps are available to all users statewide	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

- b. **MUNICIPAL ZONING MAP MAINTENANCE.** Submit and maintain adopted municipal zoning district GIS files prepared or received by the RPC for access through the Vermont Open Geodata Portal and collaborate with DHCD on recommending methods to ensure submission of effective zoning maps.

**Needs Improvement:** Does not upload maps/data produced or received by the region on behalf of the municipality and does not recommend best practices for municipal GIS submissions on time.

✚ Shapefiles of effective zoning maps uploaded to VCGI portal by RPC meet VCGI standards	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✱ Shapefiles uploaded upon adoption or receipt and best practices are available to inform policy and administration	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain.
✳ Effective zoning maps are available to all users statewide and can be updated as zoning maps are amended	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

c. **STATEWIDE PROPERTY PARCEL MAPPING PROGRAM MAINTENANCE.** Assist VCGI by providing reminders to municipalities and hosting a training that support an ongoing parcel maintenance plan.

**Needs Improvement:** Region does not provide coordination with municipalities upon request by VCGI

<p>✚ RPC reminds municipalities, upon request by VCGI, to 1) specify adherence to VGIS Parcel Data Standard in mapping vendor contracts (contract template available if needed in Appendix A of <a href="#">Parcel Maintenance Guidelines Doc</a>), 2) perform digital parcel updates as close to annually as possible, and 3) ask the municipality's map vendor / parcel data maintainer to submit copy updates to VCGI as completed annually per grand list year</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><i>If no please explain</i></p>
<p>✚ VAPDA is represented at the Vermont Enterprise GIS Consortium to support ongoing maintenance activities</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><i>If no, please explain</i></p>
<p>✚ Region provides support for organizing and hosting one (1) annual parcel program-related event per grand list year for their respective municipalities</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>✱ Provides accurate reminders and timely coordination for municipalities.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>✱ Quality parcel maps are available and maintained</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

## 5. CORE FUNCTIONS & IMPLEMENTATION ASSISTANCE

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

**Needs Improvement:** Individual report of FY19 Regional Plan implementation actions not completed by 9/30/2019.

<b>+</b> # and type of municipal assistance provided (map included in report)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>
<b>+</b> # and type of major regional planning and implementation efforts (list or description in report)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>
<b>*</b> Individual report of FY19 Regional Plan implementation actions included in the annual report developed on time.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>
<b>*</b> Other measures as included in annual report	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>
<b>✱</b> Work of RPC is documented in a way that communicates statewide accomplishments of all RPCs	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>

# Appendix II

## FY20 Municipal Plan Consultation Report

### CVRPC

**Activity:** Conduct statutory consultations with municipalities with plans expiring within 12-24 months and at least twice within eight years and document results (pursuant to 24 V.S.A. §4350). Contact municipalities with plans expiring next fiscal year (FY21: July 1, 2020-June 30, 2021) and offer to assist with updating the plans to meet statutory requirements pursuant to 24 V.S.A. 4345a.

**Form Instructions:** List all municipalities in the region, identify if the municipality has an adopted plan. If yes, identify the date of expiration. List the date of any prior consultation. Identify if consultation is targeted for this fiscal year (FY20). Document any relevant notes.

**Suggestion:** DHCD encourages that consultation be done within the municipality using a consistent regional approach that takes stock of implementation accomplishments, reveals local needs and challenges, and clearly identifies issues of statutory compliance early in the process. Such a consultation could be done in combination with a locally held training on “land-use essentials” to support the ongoing professional development of the state’s rotating volunteer planners.

Municipality	Adopted Plan <sup>1</sup> (Y/N)	Plan Expiration Date <sup>2</sup> [XX/XX/XXXX]	Prior Consultation Date <sup>3</sup> [XX/XX/XXXX]	Consultation Targeted for FY20? (Y/N)	Notes
Barre City	Y	06/17/19	02/07/18		Plan update in progress
Barre Town	Y	05/27/19	04/18/18		Plan update in progress
Berlin	Y	08/14/26	03/23/16		
Cabot	Y	08/15/25	02/04/16	Y	Consultation focus is plan implementation
Calais	Y	02/01/24	05/07/19		
Duxbury	Y	10/27/19	05/10/18		Plan update in progress
East Montpelier	Y	06/04/26	04/20/17		
Fayston	Y	10/01/19	05/07/18		Plan update in progress
Marshfield	Y	08/21/26	03/17/16	Y	Consultation focus is plan implementation
Middlesex	Y	03/01/13	01/18/17		Plan update & enhanced energy planning in progress
Montpelier	Y	12/20/25	05/22/17	Y	Consultation focus is plan implementation
Moretown	Y	01/04/24	02/19/19		Enhanced energy planning in progress
Northfield	Y	09/09/19	08/21/17		Plan update in progress
Orange	Y	08/13/26	01/11/17		
Plainfield	Y	02/10/19	05/21/18		Plan update & enhanced energy planning in progress
Roxbury	Y	06/01/19	05/23/18		Plan update in progress

Municipality	Adopted Plan <sup>1</sup> (Y/N)	Plan Expiration Date <sup>2</sup> [XX/XX/XXXX]	Prior Consultation Date <sup>3</sup> [XX/XX/XXXX]	Consultation Targeted for FY20? (Y/N)	Notes
Waitsfield	Y	12/18/25	05/03/16	Y	Consultation focus is plan implementation; enhanced energy planning in progress
Warren	Y	04/23/27	11/08/18		
Washington	Y	11/12/18	05/01/17		Enhanced energy planning in progress
Waterbury	Y	12/03/26	04/10/17		
Williamstown	Y	04/11/24	02/13/19		
Woodbury	Y	04/10/03	04/17/17	Y	Pursuing MPG for plan update
Worcester	Y	11/2012	09/13/16	Y	Plan update in progress

1. Even if expired

2. Even if passed. **Red text** indicates expired plan.

3. Doesn't have to be exact date, but please include month and year for example, 05/00/2019.



**Energy Plan Implementation**  
Bennington County Regional Commission  
Sub-Grant to  
Central Vermont Regional Planning Commission

1. **Parties:** This is a sub-grant provided by the Bennington County Regional Commission (BCRC) to the Central Vermont Regional Planning Commission (CVRPC), with principal place of business at 29 Main Street, Suite 4, Montpelier, Vermont.
  - CVRPC Federal Identification Number is: 03-0225677.
2. **Subject Matter:** The subject matter of this sub-grant involves activities associated with implementation of regional and local energy plans. Work will involve support for municipal and local energy committee efforts to achieve objectives for promoting energy efficiency consistent with Efficiency Vermont's mission. A complete description of services to be provided and products to be delivered is included in Attachment A, the Project Work Plan.
3. **Maximum Amount:** In consideration of the services to be performed by the CVRPC, BCRC agrees to pay CVRPC a maximum amount of \$ 29,250.
4. **Payment Provisions:** Funds will be paid to NRPC according to the following schedule.
  - Payment #1: \$4,875 on or about August 15, 2019 following submission of Work Plan by August 1, 2019.
  - Payment #2: \$4,875 on or about October 15, 2019 following submission of Quarter 1 progress report by October 1, 2019.
  - Payment #3: \$4,875 on or about January 15, 2019 following submission Quarter 2 progress report by January 1, 2019.
  - Payment #4: \$4,875 on or about April 15, 2019 following submission of Quarter 3 progress report by April 1, 2019.
  - Payment #5: \$4,875 on or about July 15, 2019 following submission of Quarter 4 progress report by July 1, 2019.
  - Payment #6: \$4,875 on or about October 15, 2019 following submission of Quarter 5 progress report by October 1, 2019.
5. **Term:** The period of performance shall begin on July 10, 2019 and end on December 31, 2020 (final report due).
6. **Amendments:** No changes, modifications, or amendments in the terms and conditions of this sub-grant shall be effective unless reduced in writing, numbered and signed by the duly authorized representative of the BCRC and the CVRPC.
7. **Additional Provisions:** The CVRPC agrees to abide by all the applicable requirements and provisions of the appended agreement (Attachment B) between the Vermont Energy Investment Corporation (VEIC) and the BCRC.

8. **Applicable Law:** This agreement shall be interpreted and enforced according to the laws of the State of Vermont.
9. **Cancellation:** This sub-grant may be cancelled by either party by giving written notice at least 30 days in advance.
10. **Contact Persons:** The CVRPC contact person for this sub-grant agreement is:
- Name: Bonnie Waninger
  - Telephone: 802-229-0389
  - Email: waninger@cvregion.com
11. **Attachments:** This sub-grant agreement consists of pages 1 and 2, and the appended Work Plan and the appended agreement between the Vermont Energy Investment Corporation and the BCRC (EV-19-0041).

*We, the undersigned parties, agree to be bound by this agreement.*

**By the BCRC:**

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

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

Name: James Sullivan

Title: Executive Director

Organization: Bennington County Regional Commission

**By the CVRPC:**

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

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

Name: Bonnie Waninger

Title: Executive Director

Organization: Central Vermont Regional Planning Commission

## **ATTACHMENT A: Regional Planning Commission Work Plan Proposal**

Prepared by: Central Vermont Regional Planning Commission

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### **Project Name**

Regional Energy Plan Implementation Grant

### **Project Funder**

Efficiency Vermont

### **Project Description**

Efficiency Vermont will invest \$10,000 per RPC (\$110,000 total) in 2019 and up to \$20,000 per RPC in 2020 (\$220,000 total) to be the first line of support for local energy committees and municipalities. In doing so, they can connect regional and local energy plan implementation efforts to Efficiency Vermont and Comprehensive Energy Plan goals. In addition RPC's will provide technical assistance in the formation and development of local energy committees, ensuring optimal collaboration and alignment with their partner municipal governments.

Each RPC will support the work of local energy committees in specified areas that are tied to objectives for promoting energy efficiency and driving action. While the objectives provide the boundaries for the work scope and deliverables, RPC's will have flexibility in determining how to support and advance energy goals defined for their region through their local and statewide partnerships. Measurable outcomes (metrics) will be established to assess program success as well as areas where additional effort is needed. Each RPC also will be responsible for delineating the local and statewide partners they will work with and clearly define the roles and approach of each organization to meet goals.

## Project Objectives and Deliverables

**Objective 1:** Build RPC capacity and knowledge to serve as a “first line of support” for local energy groups.

### Complete 2019 and 2020 projections

Activity	Measure of Success	2019 Projection	2020 Projection
Work with municipal governments, VECAN and other organizations to encourage formation of new local energy committees and/or enhance impact of existing energy committees (Each RPC work plan will delineate goal of how many energy committees they plan to help form or directly support).	# municipal energy committees formed or enhanced to advance energy initiatives		
Facilitate joint meetings/roundtables of local energy committees.	# local energy committee meetings/events staffed by RPC Energy Coordinator		
Coordinate and staff local events as needed, especially during fall Button Up Campaign to promote thermal efficiency activities listed below.	# local events staffed by RPC Energy Coordinator		
Attend training on energy data resources (ex. EAN Dashboard, Efficiency Vermont RPC Report) and regularly use this data to provide education and planning support to local energy groups.	# RPC staff trained in use and interpretation of energy data (ex. EAN Dashboard)		
	# local energy committees and/or municipalities receiving support in use of that resource		
Participate in regular calls and meetings with Efficiency Vermont’s Community Engagement Team to coordinate efforts, leverage resources and ensure alignment. Anticipate three monthly calls initially then quarterly thereafter.	Participation in at least 75% of regular calls/meetings	# TBD	# TBD

**Objective 2:** Build local capacity to implement energy-focused initiatives that align with Efficiency Vermont goals, with a focus on increasing electrical efficiency, weatherization, and alternative heating (heat pumps and wood heat). Integrate low/moderate-income strategies where feasible. ***Choose at least one thermal and one electric efficiency activity to pursue.***

**Selected Thermal Efficiency Activity(ies)** - see list of potential activities below or create one.

Activity – 2019	Measure of Success
Activity – 2020	Measure of Success

Potential Thermal Efficiency Activities (choose at least one or suggest your own- be creative!!)	Potential Measures of Success
<ul style="list-style-type: none"> <li>Organize event(s) on residential programs with local energy committees, Weatherization Assistance Program organizations, lenders, EVT, others.</li> <li>Support local outreach on weatherization/efficiency programs available for owners of rental housing.</li> <li>Organize event for building/utility contractors and fuel dealers with a focus on becoming Energy Service Providers (ESPs).</li> <li>Distribute information and hold workshop for sites identified in plans as potentially suitable for large-scale biomass and/or district heating systems.</li> <li>Develop and distribute model zoning and subdivision regulations that support energy efficiency building siting and design.</li> </ul>	<p><u>Thermal Metrics (all metrics would be measured as a % increase from 2018 baseline)</u></p> <ul style="list-style-type: none"> <li>increase in # Home Performance with ENERGY STAR projects completed</li> <li>increase # of wood heat installations (wood/pellet stove replacement and central systems).</li> <li>increase in # of multifamily retrofit projects created.</li> <li>increase in # low/moderate <a href="#">Heat Saver Loans</a> in each region.</li> <li>increase in # of low/moderate income customers below 120% AMI participating in EVT programs as determined by Efficiency Vermont's moderate income incentive adder or tiered incentives (EVT needs to add to reporting functionality).</li> <li># municipalities receiving model energy efficiency based land use regulations.</li> </ul>

**Selected Electric Efficiency Activity(ies)**

Activity - 2019	Measure of Success
Activity - 2020	Measure of Success

Potential Electric Efficiency Activities (choose at least one or recommend your own- be creative!)	Potential Measures of Success
<ul style="list-style-type: none"> <li>Organize workshops on electrical efficiency programs/opportunities</li> <li>Distribute information on efficient lighting, appliances, and equipment – and available incentives. Can also include information about behavioral changes that reduce electricity demand.</li> </ul>	<ul style="list-style-type: none"> <li># information sheets distributed.</li> <li># customers installing electrical efficiency measures compared to 2018.</li> <li>% kWh savings differential from 2018</li> </ul>

**Preliminary Description of Work**

*High level statement of the work that is required to complete this project.*

**What partners do you anticipate working with to achieve goals?****RPC Staff**

Name	Position	Responsibilities
Bonnie Waninger	Executive Director	Project management
Zachary Maia	Assistant Planner	Project implementation
Nick Kramer	VISTA Member	Project implementation
Clare Rock	Senior Planner	Regional and local plan integration, zoning
Nancy Chartrand	Office Management	Engagement and outreach assistance
Dan Currier	Program Manager	Project support as needed
Ashley Andrews	Planner	Project support as needed
Pam DeAndrea	Senior Planner	Project support as needed

Name	Position	Responsibilities
Vacant	Assistant Planner	Project implementation and support as needed

### **Preliminary Estimate of Project Size**

*Initial estimate that is based upon the project proposal. List all hours, by area, estimated for this project.*

Activity	Hours	Cost
Total		

**What other projects outside of the Efficiency Vermont grant scope do you plan to undertake (ex. transportation, renewables)?**

## ATTACHMENT B

EV-19-0041

## GRANT AGREEMENT

between

**VEIC and Bennington County Regional Commission  
2019-2020 Regional Energy Plan Implementation Grant****I. Grant Agreement**

- A. This Grant Agreement (the "Agreement") is made and entered into by and between Vermont Energy Investment Corporation d/b/a Efficiency Vermont ("VEIC"), 128 Lakeside Ave, Burlington, Vermont, 05401 and Bennington County Regional Commission, a Vermont nonprofit corporation with an address of 111 South Street, Suite 203, Bennington, Vermont 05201 (the "Grantee").
- B. This Agreement consists of the body and **Attachment "A"**, which is incorporated herein by reference. Together they embody the entire commitment by VEIC with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, and understandings with respect to this matter on the part of VEIC are superseded hereby.

**II. Period of Performance**

This agreement begins on July 10, 2019 and extends until February 1, 2021.

**III. Grant Award**

- A. In consideration of and subject to Grantee's satisfactory compliance with the terms and conditions of this Agreement, VEIC shall provide to Grantee funds in the amount of up to three hundred thirty thousand dollars (\$330,000.00) for work advancing regional energy plans (the "Project") as more fully described in Attachment A.
- B. It is expressly understood and agreed that in no event shall the total funds provided by VEIC exceed the amount specified in III. A above unless a written grant amendment is agreed upon by the parties. Any additional funds required to complete the activities described in this Agreement shall be the responsibility of Grantee and shall be provided by sources other than VEIC.
- C. In no event shall this Agreement be construed as a commitment by VEIC to provide future funding to Grantee.
- D. Initial payment of funds in the amount of \$55,000 will be made within 15 business days of July 10, 2019 or execution of this Agreement, whichever is later. Subsequent quarterly payments in the amount of \$55,000 will be made on the first business day of October 2019, January 2020, April 2020, July 2020, and October 2020.
- E. Grantee shall comply with all conditions of this Agreement by 12/31/2020. If Grantee fails



to comply with all such conditions, VEIC may terminate its obligation and cease paying funds for the remainder of the grant period. Should Grantee not be able to meet the conditions of this Agreement and the Project remains viable, this Agreement can be extended by mutual written agreement.

- F. Grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes within the meaning of the Internal Revenue Code of 1986, as amended (“IRS Code”). Grant funds may not be used to carry on propaganda or any voter registration drive, or otherwise attempt to influence any legislation or election, within the meaning of the IRS Code. Grantee shall use the funds only for the purposes specified in this Agreement; any alternative use of the funds must be authorized in advance in writing by VEIC. Grantee accepts responsibility for complying with this Agreement’s terms and conditions, and shall exercise full control over the Grant and the expenditure of Grant funds.
- G. In the event of discontinuation or at the close of the Grant, Grantee shall immediately return any unexpended funds to VEIC, unless VEIC has agreed in writing to an alternative use of the unexpended funds.

#### **IV. Status of Grantee and Contractors; Indemnification**

- A. The parties agree that in connection with the Project and any other activities assisted with VEIC funds, Grantee and all agents, employees and contractors of the Grantee shall not be acting as agents or employees of either VEIC or the State of Vermont.
- B. Grantee shall indemnify, defend, and hold harmless VEIC, the State of Vermont and their respective board members, officers and employees from any and all liability, claims, suits, judgments and damages arising directly or indirectly in connection with or as a result of performance or nonperformance under this Agreement by Grantee or any agents, employees, contractors or subgrantees of Grantee.

#### **V. Obligations of Grantee**

- A. Grantee agrees to comply with all provisions of this Agreement, any other VEIC legal documents relating to the Project, and all applicable federal, state and local laws, statutes, codes, ordinances and regulations, including Title 21, V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the extent applicable, and agrees further to include a similar provision in any and all subcontracts and subgrants.
- B. Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding the designating, subgranting, or contracting with any third party or parties for the undertaking of any or all of the Project being assisted under this Grant.
- C. Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the Project is carried out in accordance with this Agreement.
- D. All work product(s), records and data performed under this Grant shall be made available to VEIC or its designated representative upon VEIC’s request, except to the extent that applicable laws and regulations require Grantee to retain such materials. Following a

termination of this Grant, Grantee shall continue to adhere to the confidentiality provisions of this Grant.

#### **VI. Monitoring and Reporting**

- Grantee shall cooperate with any review of the Project and of this Grant in any way possible, including making available records requested by VEIC or the State of Vermont and permitting on-site inspections by VEIC, the State of Vermont, or their authorized representatives. Reporting requirements:
- Documentation of work completed, as specified in Attachment A, shall be submitted quarterly by the last business day of April, July, October and January within the contract period. A final report is due on February 1, 2021.
- Support documentation for the disbursement of the grant funds for the purposes specified in this Agreement. A reporting template will be provided by VEIC.

#### **VII. Enforcement of Agreement**

- A. Failure to comply with all or any part of this Agreement shall be the basis for suspension or termination of said Agreement by VEIC. VEIC shall exercise the right to terminate this Agreement by written notice to Grantee. Such notice of termination shall be issued not less than 15 days prior to the effective date thereof as stated in the notice.
- B. Any termination notice for material non-compliance shall include a reasonable opportunity for Grantee to respond and/or remedy the non-compliance.
- C. VEIC shall have the right to pursue any legal or equitable remedy to enforce any or all provisions of this Agreement, and the costs of any such action shall be borne by Grantee if VEIC prevails in such action.

#### **VIII. Miscellaneous Provisions**

- A. Grantee shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement and for three years thereafter for inspection by any authorized representative of VEIC or the State of Vermont. If any audit, claim, or litigation, 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.
- B. VEIC and the State of Vermont, by any authorized representative, shall each have the right at all reasonable times, to review, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- C. Payments may be withheld in whole or in part in the event of failure by Grantee to comply with the terms of this Agreement.

- D. No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representatives of VEIC and Grantee.
- E. Substantial changes to the Project may require changes, modifications, or amendment to this Agreement and Grantee agrees herein to timely notification of VEIC of such changes.
- F. This Agreement shall be governed by the laws of the State of Vermont.
- G. Grantee shall strictly adhere to all of VEIC's confidentiality policies, including VEIC's Confidentiality Non-Disclosure Agreement and Confidentiality Memo.
- H. All work products of the Grantee determined to be necessary to the success of the programs approved for implementation and funded by VEIC shall become the property of VEIC.
- I. Grantee will not, during the period of using grant funds hereunder, engage in any business activities that create a conflict of interest with the performance of this Grant's project.
- J. For legislative testimony and regulatory proceeding on any subject that pertains to the work of VEIC or Efficiency Vermont, Grantee shall allow VEIC to review and comment on such testimony or filings prior to their presentation or submittal. In addition, Grantee shall provide VEIC with a copy of any written materials specifically developed for, and handed out at, any appearance. Any person testifying on behalf of the Grantee shall state on the record at the beginning of his/her testimony which entity he/she is representing.
- K. Efficiency Vermont's name and logo shall appear on all Project marketing materials or other documents provided to Vermont ratepayers or market actors when Grantee is providing services and making public representations on behalf of this Grant/Project.

DocuSign Envelope ID: 4B9CE8DE-78E6-4A8C-8422-920F189ADEE4

### IX. Signatories

VEIC has caused this Agreement to be executed by its duly authorized agent on

7/1/2019

Date

#### VERMONT ENERGY INVESTMENT CORPORATION

By:  Signature

Rebecca Foster

Name (Printed)

Director, Efficiency Vermont

Title

Grantee has caused this Agreement to be executed by its duly authorized agent on

7/1/2019

Date

#### GRANTEE – BENNINGTON COUNTY REGIONAL COMMISSION

By:  Signature

Jim Sullivan

Name (Printed)

Director

Title



July 23, 2019

Andres Torizzo, Principal  
Watershed Consulting Associates, LLC  
208 Flynn Ave., Suite 2H  
Burlington, VT 05406

RE: Stormwater Services Master Agreement, Addendum 1 - Scope of Work and Cost Estimate for Stormwater Mitigation Final Designs – Berlin, Vermont

Dear Andres:

The Central Vermont Regional Planning Commission (CVRPC) accepts your proposal for the Stormwater Mitigation Final Designs – Berlin, Vermont, dated July 12, 2019. The total cost estimate for this work is \$34,925.

Under the terms of our Master Agreement, dated May 16, 2019, this acceptance letter, your proposal, and the Master Agreement comprise the Stormwater Planning and Engineering Services Contract for this project.

We look forward to working with you on this project.

Sincerely,

Bonnie Waninger  
Executive Director

cc: Town of Berlin

The following portions of Part 1 - Contract Detail are hereby amended as follows:

Part 1 – Contract Detail		
<b>SECTION 1 - GENERAL CONTRACT INFORMATION</b>		
Original <input type="checkbox"/>	Addenda <input checked="" type="checkbox"/>	#2019-04.01
Task Amount: \$34,925	Task Start Date: 8/6/19	Task End Date: 5/31/20
Total Master Contract Value: \$NA		
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)		
<b>SECTION 2 – CONTRACTOR INFORMATION</b> (to be completed by CVRPC)		
Contractor Duns: 063197911		
DUNS Registered Name <i>(if different than Contractor Name above)</i> :		
SAM checked for DUNS Suspension and Debarment Exclusions ( <a href="https://sam.gov/SAM/pages/public/index.jsf">https://sam.gov/SAM/pages/public/index.jsf</a> Print Screen Must be Placed in Contract File)		
Date: 7/22/19	Initials: NC	SAM Expiration Date: 05/06/2020
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> Print Screen Must be Placed in Contract File)		
Date: 4/18/19	Initials: PD	Debarment Expiration Date: NA
Risk Assessment completed (Questions for contractor at <a href="..\..\Forms\Risk Assessment Contractor Questions.docx">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Risk Assessment Contractor.docx">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 4/18/19	Initials: PD	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file))		
Date: 4/18/19	Initials: PD	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file))		
Date: 4/18/19	Initials:	PD
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)		
Date: 4/18/19	Initials: PD	
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)		
Date: 4/10/19	Initials: PD	
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]		
Date: 4/9/19	Initials: PD	

### Part 1 – Contract Detail

Contract Total Value exceeds \$250,000? Yes ☐ No ☒

(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 4/18/19

Initials: PD

### SECTION 3 – FUNDING SOURCE

Funding Type: <input checked="" type="checkbox"/> Federal	CFDA #:	Program Title: Stormwater Mitigation
		Final Designs – Berlin, Vermont
	FAIN:	Amount of Federal Funding: \$
	Federal Awarding Agency:	NEIWPCC
	Federal Award Date:	Project Description: Final Designs for 3
		2/22/19 Stormwater sites in Berlin
<input type="checkbox"/> State	Contract #:	LC00A00394; NEI Job code: 0995-002-001; Project
		code: LS-2019-057
<input type="checkbox"/> Other	Source:	Lake Champlain Basin Program

### SECTION 4 – CONTACT INFORMATION

#### CVRPC

##### Project Contact/Coordinator

Name: Pamela DeAndrea

Title: Senior GIS Planner

Work Phone: 802-229-0389

Email: deandrea@cvregion.com

##### Finance/Billing

Name: Nicole Sancibrian

Title: Accounting Contractor

Work Phone: 802-229-0389

Email: chartrand@cvregion.com

#### CONTRACTOR

##### Project Contact/Manager

Name: Andes Torizzo

Title: Principal

Work Phone: 802-497-2367

Cell Phone (if applicable):

Email: [andres@watershedca.com](mailto:andres@watershedca.com)

##### Finance/Billing

Name: Andes Torizzo

Title: Principal

Work Phone: 802-497-2367

Cell Phone (if applicable):

Email: [andres@watershedca.com](mailto:andres@watershedca.com)

Address if different than Section 1):

Mailing:

City/State/ZIP:

The portions of Part 1 – Contract Detail items not noted above have not been changed and remain as presented in the original Master Agreement.

## Part 2 – Contract Agreement

### Article 6 – Compensation

6.1.a. Stormwater Mitigation Final Designs – Berlin, Vermont. The following performance measures must be adhered to by the CONTRACTOR. All tasks, deliverables, and deadlines associated with this contract are included in the table below. The CONTRACTOR shall invoice CVRPC by milestone upon the successful completion of each milestone and submission of associated deliverables.

<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Due Date</i>	<i>Cost</i>
1. QAPP Development	Developed QAPP using LCBP QAPP template	September 6, 2019	\$2,070
2. Kickoff Meetings	Meeting and site visit attendance, meeting minutes	September 30, 2019	\$3,361
3. 60% Engineering Designs	60% Designs and Summary Report	January 31, 2020	\$11,185
4. 90% Engineering Designs	90% Designs and Summary Report	March 30, 2020	\$9,072
5. 100% Engineering Designs	100% Designs and Summary Report including updated cost estimates, bid documents, meeting minutes, Implementation Reports, and STP Calculator Outputs	May 31, 2020	\$8,486
6. Educational Signage	Educational Sign (digital format)	May 31, 2020	\$750
<b>Total</b>			<b>\$34,925</b>

The portions of Part 2 – Contract Agreement items not noted above have not been changed and remain as presented in the original Master Agreement.



July 12, 2019

Pam DeAndrea  
Senior GIS Planner  
Central Vermont Regional Planning Commission  
29 Main Street Suite 4  
Montpelier, VT 05602



RE: Stormwater Mitigation Final Designs – Berlin, Vermont

Dear Pam:

Watershed Consulting Associates, LLC (Watershed) is pleased to submit this scope of work and cost proposal for the development of final designs for the Chimney Sweep Fireplace Shop, the Berlin Elementary School, and the Berlin Fire Department in Berlin, Vermont. We are pleased to include in the project team subconsultants Civil Engineering Associates (CEA).

Our team will be an excellent partner in this project. Watershed, having completed the initial scoping, planning, and a 30% design for these projects as part of the Stormwater Master Plan for the town of Berlin, well understands the site-specific conditions. We are excited to continue the forward momentum established during the 30% design phase of the project. Our project team has a wealth of experience in diverse stormwater-related issues and strive to efficiently and effectively investigate, analyze, and design aesthetic, robust, and sustainable solutions.

We have considerable past project experience working successfully to complete 100% design for innovative projects including both surface and subsurface stormwater management practices. This project will improve water quality, serve as an educational asset for the Berlin Elementary School, prevent further water quality degradation from these sites, and benefit stream health.

CEA has been providing engineering services to their varied clients since their founding in 1970. Watershed and CEA have a close working relationship and have partnered to complete many stormwater management designs in the past including several elementary schools. Our joint team's interdisciplinary experience allows us to provide a unique array of skills and experience necessary to meet the needs of this project – from engineering expertise to design to developing outreach materials such as educational signage.

Our qualifications, experience, and drive for protecting our water resources in creative and effective ways sets us apart from our competitors. I am certain that our team will provide a superior deliverable, and that the CVRPC will recognize the quality and usefulness of our final product. We would be privileged to have the opportunity to work with you to develop a final design for the Chimney Sweep Fireplace Shop, the Berlin Elementary School, and the Berlin Fire Department in Berlin, Vermont. Thank you for your time and consideration. I look forward to hearing from you.

Sincerely on behalf of the project team,

A handwritten signature in cursive script, appearing to read 'Andres Torizzo'.

Andres Torizzo  
WCA Principal



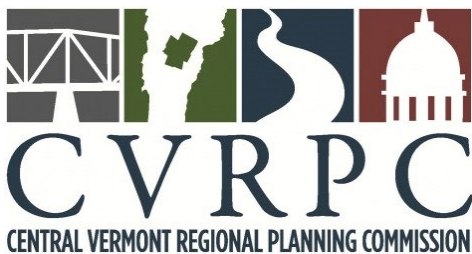
# Stormwater Mitigation Final Designs Berlin, Vermont

## Scope of Work and Cost Proposal

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### SUBMITTED TO:

Pam DeAndrea, Senior GIS Planner  
Central Vermont Regional Planning Commission  
29 Main St. Suite 4, Montpelier, VT 05602  
(802) 229-0389  
cvrpc@cvregion.com



### SUBMITTED BY:

Andres Torizzo  
Watershed Consulting Associates, LLC  
208 Flynn Ave Suite 2H | PO Box 4413  
Burlington, VT 05406  
(802) 497-2367 |  
www.watershedca.com



CIVIL ENGINEERING ASSOCIATES, INC.

## Background

Five high priority sites were identified in the Town of Berlin, Vermont during the Stormwater Master Planning effort completed by Watershed in 2017 and 2018. Of these five sites, the CVRPC has acquired funding through the New England Interstate Water Pollution Contrail Commission (NEIWPCC) via the Lake Champlain Basin Program (LCBP) for final design of three of these projects. These three projects are the Chimney Sweep Fireplace Shop, the Berlin Elementary School, and the Berlin Fire Department.

The Chimney Sweep Fireplace Shop includes drainage from the Chimney Sweep building, associated parking lots and driveways, and a stormline that begins behind the VT Lottery complex across Route 302. A portion of the stormwater sheet flows by the Chimney Sweep building into Stevens Branch currently while the remainder is collected in the storm system and outlets behind the building into Stevens Branch. The retrofit concept for this site includes installing additional catchbasins and rerouting the existing stormline to a subsurface sand filter system behind the northeastern corner of the Chimney Sweep building (Figure 1).



**Figure 1. Location of proposed subsurface sand filter on the Chimney Sweep Fireplace Shop property.**



**Figure 2. A retrofit is proposed in the greenspace in front of the school building.**

The Berlin Elementary School's roof drainage is currently managed by dry wells, but the remainder of the site including the associated paved driveway, turnaround, and gravel parking lot is unmanaged. Stormwater currently sheet flows off the eastern edge of the unpaved parking lot into an unnamed tributary. The unpaved parking is negatively impacted by unmanaged stormwater runoff (puddling, potholes, etc.). The proposed retrofit for this site is an improved conveyance and pre-treatment swale leading to a bioretention practice in the middle of the access drive circle (Figure 2). The swale will contain a series of check dams to slow and filter runoff further. This site will also be an important educational opportunity for the Town.

The third site is the Berlin Fire Department including the Fire Department building (Figure 3) and paved driveways and parking lots. Currently, stormwater is unmanaged at this site and sheet flows through this area to a small tributary behind the building. The proposed retrofit includes two surface features, one for each side of the site. A shallow swale wrapping around the eastern side of the parking lot is proposed to direct drainage into the feature.

The final designs of these sites will need to ensure that the requirements of the VT DEC's 3 acre permit are met as applicable. Our team is very familiar with this permit will ensure that all sites meet these requirements. The Berlin Elementary School and Fire Department are located on the same parcel within the Town, and the combined impervious cover on the sites is greater than 3 acres (3.3 acres). Although the Chimney Sweep site itself does not contain >3 acres of impervious cover, the Lottery Commission site that drains to this project does exceed this threshold (3.4 acres impervious).



**Figure 3. A retrofit is proposed to manage drainage from the Berlin Fire Department.**

## Scope of Work

### *Task 1. Quality Assurance Project Plan (QAPP) Development*

A QAPP will be developed for all applicable tasks for the project following Environmental Protection Agency (EPA) guidelines. The draft QAPP will be completed as soon as possible following the execution of a contract with the CVRPC, and any requested revisions by the Lake Champlain Basin Program (LCBP) Project Officer or the New England Interstate Water Pollution Control Commission (NEIWPCC) will be completed upon receipt of comments so that work can commence as soon as possible on the final designs.

**Deliverable:** QAPP

**Timeline:** September 6, 2019

### *Task 2. Kickoff Meetings*

Prior to the kickoff meetings, the existing 30% design plans and reports will be briefly reviewed. As Watershed completed the 30% designs for these projects as well as initial site investigations, we have completed a thorough review of all available data for these sites. During the kickoff meeting at the Berlin Town Office, Watershed will catalog any comments on the existing 30% design for the site and any other remarks or concerns. The meeting will also focus on the schedule of deliverables and discuss commitment regarding future operations and maintenance of the retrofits, which is critical to the continued functionality of the projects. Watershed will then meet with stakeholders for each of the three projects at the design sites. These meetings will include site walks. One site visit will be conducted for each of the sites. Watershed will also attend a school board meeting to detail the proposed retrofit for the School, address any concerns, answer any questions, and document any feedback on the plan if requested. Meeting minutes will be provided summarizing these meetings.

It is expected that the CVRPC will schedule these meeting and provide input to the project team on the 30% design, project schedule, and other project details.

**Deliverable:** Meeting minutes

**Timeline:** September 30, 2019



### *Task 3. 60% Engineering Designs*

The primary elements of the 60% design process in accordance with Ecosystem Restoration Program (ERP) Design Terminology and Guidance are:

- Update of 30% drawings and specifications with increased detail and necessary changes based on geotechnical assessment
- Overview of regulatory requirements and steps necessary to obtain permits
- Cost projection for construction, permitting fees, or any other costs associated with implementation
- Stakeholder engagement with respect to the design and implementation process

Under this task the project team will use information from the kickoff meetings to update the designs as necessary. If additional site survey or soils investigations are necessary beyond what was originally done to facilitate 30% designs, it will be conducted during this task and that information used to inform designs.

Permitting needs will also be reviewed during this time with respect to:

- Act 250
- Wetlands
- River Corridor or Floodplain Review
- Local Zoning
- Stormwater (inclusive of Construction General Permit (CGP) Erosion Prevention and Sediment Control (EPSC) Plan)
- 3 Acre Permit

Once the 60% designs have been completed, with updated permit needs and cost projections, design review meetings will be held with the project Stakeholders to discuss if any changes to the designs are needed. The project team will meet with stakeholders individually for each project or in a joint meeting depending on stakeholder preference and availability. Once the 60% designs are approved by the Stakeholders, Watershed will present the design to the Selectboard for comment and approval. Any changes, if and when applicable, will be incorporated into the 90% design.

It is expected that the CVRPC will schedule the design review meetings, arrange for the project team to attend the Selectboard meeting, and provide feedback to the project team on the design.

**Deliverable:** 60% Designs and Summary Report

**Timeline:** January 31, 2020

### *Task 4. 90% Engineering Designs*

The primary elements of the 90% design process in accordance with ERP Design Terminology and Guidance are:

- Updates to 60% drawings and specifications such that they are ready for regulatory agency review for permitting, etc.
- Contract bidding documents to include general conditions, supplementary conditions, proposed project schedule, specifications, and exceptions to standards where applicable

Following completion of the 90% design materials, design review meetings will be held with the project Stakeholders to discuss any updates made from 60% to 90% design levels, revisions incorporated, and any updated permitting issues. The contract bidding documents will also be reviewed at this time and suggestions for revision taken for future incorporation. Once approved, the 90% designs will be presented to the Selectboard for approval. Once this meeting is complete, designs will be updated, if need be, based on feedback received from project stakeholders.

It is expected that the CVRPC will schedule the design review meeting, arrange for the project team to attend the Selectboard meeting, and provide feedback to the project team on the design.

**Deliverable:** 90% Designs and Summary Report

**Timeline:** March 30, 2020

### **Task 5. 100% Engineering Designs**

The primary elements of the 100% design process in accordance with ERP Design Terminology and Guidance are:

- Final stamped design drawings updated from 90% with any revisions incorporated
- Final bid documents prepared
- Permit applications submitted for regulatory agency review
- Final cost projection

Any necessary changes from the 90% plans will be made. Bidding documents will be updated based on feedback received at the 90% design review meeting, and costs will be updated to reflect the finality of the designs and scope of work outlined in the bidding documents.

A design review meeting will be held with the project Stakeholders to review these final materials. It is not anticipated that any changes to these materials would be made after this meeting. The final design material will be submitted, along with completed permit application forms and any applicable fees, to the appropriate regulatory agency. Permit fees will be paid by the permittee (to be determined during the project design process).

It is expected that the CVRPC will schedule the design review meeting and provide design feedback to the project team.

**Deliverable:** 100% Designs and Summary Report, updated cost estimates, bid documents, meeting minutes, Implementation Reports, and STP Calculator Outputs

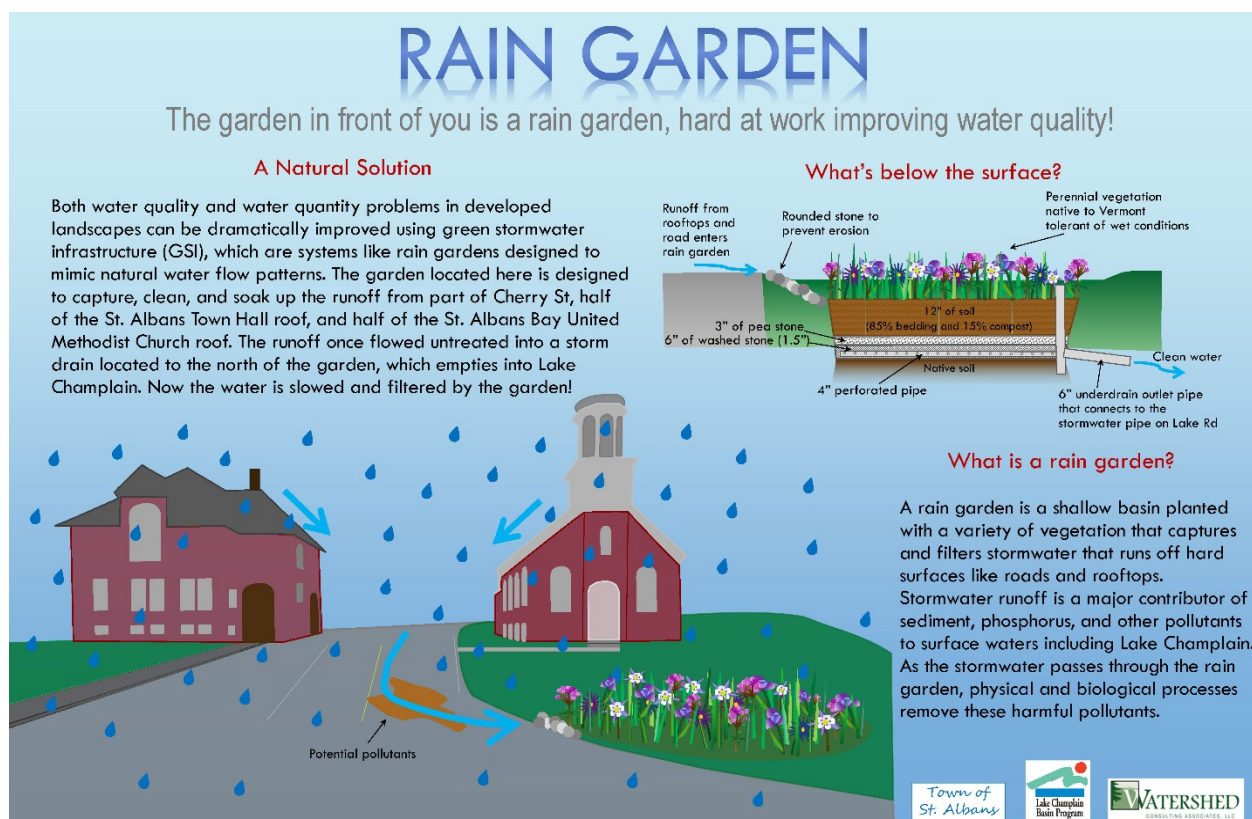
**Timeline:** May 31, 2020

### Task 6. Educational Signage (Optional Supplemental Task)

A supplemental task suggested by Watershed is development of educational signage for the Berlin Elementary School project tailored to the final design. This Supplemental Task is not proposed under the scope of this project's budget but could be prepared under an additional project budget (see cost estimate table). An example sign prepared by Watershed for a bioretention facility at the Town of St. Albans municipal offices is provided. If elected, the sign, in a digital format that the CVRPC can print during the implementation phase, is proposed to be completed prior to the final deliverable.

**Deliverable:** Educational Sign (digital format)

**Timeline:** May 31, 2020



## Technical Qualifications

Watershed Consulting Associates, LLC have designed numerous stormwater retrofits to the 100% design level including:

- StormTech Infiltration Chambers – Morrisville Town Garage, Morrisville
- Stormwater Treatment Gravel Wetland – Nesti Drive, South Burlington / Shelburne
- Bioretention for Unpaved Parking Lot Treatment – Burke Mountain Academy, Burke
- Infiltration Swale and Basin – Burke Mountain Resort, Burke
- Gully Armoring – Bear Path Lane, Burke
- StormTech Infiltration Chambers – Warren Elementary School, Warren

- Stormwater Treatment Gravel Wetland – Fayston Elementary School, Fayston
- Bioretention for Commercial Parking Lot Treatment – Village Square Parking Lot, Waitsfield
- Bioretention for Recreation Facility Parking Lot Treatment – Giorgetti Arena, Rutland
- Multiple Bioretention and Infiltration Practices, Morrisville
- Blanchard Beach Treatment Wetland, Burlington
- Town Garage Remediation and Floodplain Restoration – Former Town Garage, Cabot
- StormTech Infiltration Chambers - Cambridge Elementary School, Cambridge
- Stormwater Treatment Gravel Wetland – St Albans Park and Ride, St Albans

Watershed is proposing to partner with a subcontractor for this project, Civil Engineering Associates (CEA). Watershed has worked closely with CEA on multiple projects in recent years and find that their extensive engineering experience and survey expertise have been assets on similar past projects. Examples of our past collaboration include design of stormwater infiltration systems on commercial properties such as multiple Maplefields convenience stores around the State and design of stormwater retrofits for several Vermont elementary schools including Hunt Elementary, Edmunds Elementary, C.P. Smith Elementary, and Champlain Elementary. Our teams have also collaborated on large scale commercial developments with complex stormwater management systems such as the Meadowland Business Park in South Burlington, VT.

Civil Engineering Associates was founded in 1970 and operates out of offices in South Burlington, Vermont. Since its inception the firm has successfully undertaken more than 7,500 projects for a wide variety of state, municipal, and private sector clients. Civil Engineering Associates has experienced steady growth and currently employs a staff of 16 including four Registered Professional Engineers, two Engineers-in-Training, two registered Land Surveyors, one Party Chief, two technicians and three experienced CADD operators.

CEA's services are broadly categorized under the areas of Civil Engineering, Land Surveying, and Construction observation. The two applicable categories are expounded upon below.

*Civil Engineering* - The firm is experienced with all aspects of engineering project development including site investigations, preliminary and detailed design, and services during construction. Major engineering practice areas are:

- Feasibility Studies
- Foundations and Structures
- Site Development
- Water Supply and Wastewater Disposal
- Traffic Engineering and Roadway Design
- Permitting Assistance

*Land Surveying* - The surveying staff includes two Registered Land Surveyors and several skilled surveying technicians. Projects undertaken have ranged from single lot surveys to large commercial, industrial, and residential subdivisions. In addition to land surveying, CEA has extensive experience with surveying related to engineering design and construction layout.

Dave Marshall, P.E., (Project Manager of Civil and Structural Engineering) has confirmed that based on the size of this project and CEA's current projects that it will have the capacity to complete the scope of work required for each project. CEA is currently authorized as a single source contractor for both the VTrans Maintenance Division and the VT Army National Guard due in part to its financial stability.

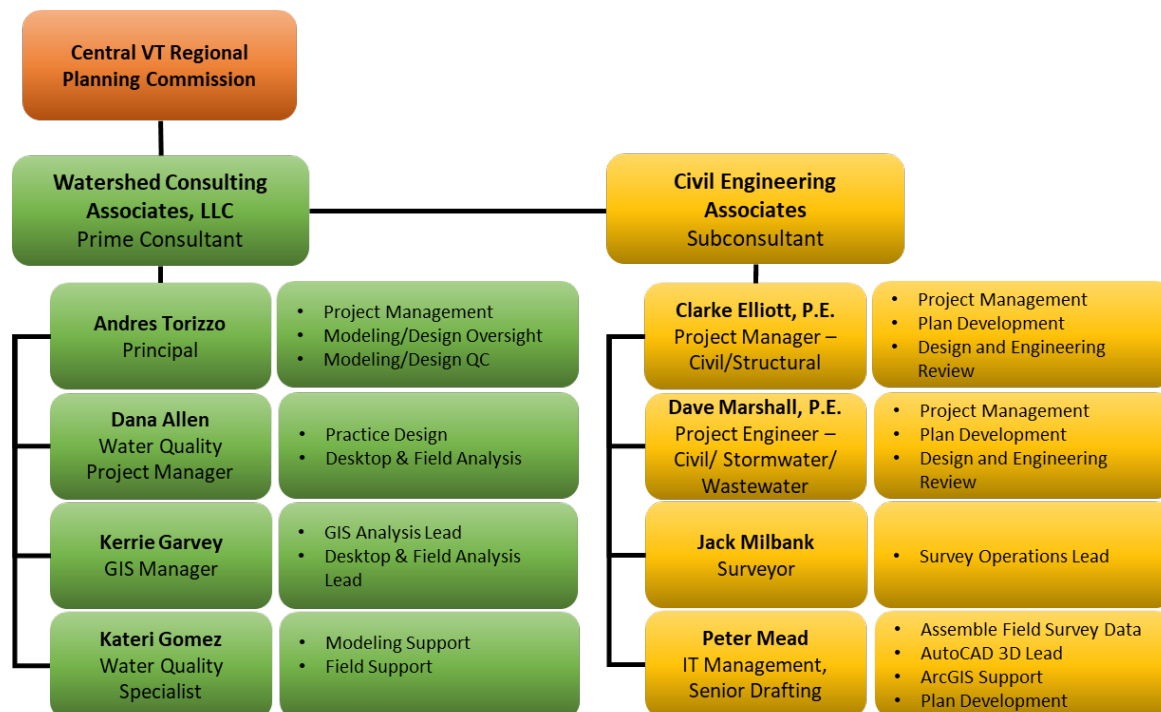


## CEA Team

The CEA team members proposed to be included in this project are introduced below.

Team Member	Job Classification	Proposed Tasks
Clarke Elliott, P.E.	Project Manager – Civil/Structural	Provide project management, plan development and expertise with design and overall engineering review of the project. Education: BS Civil Engineering, University of Vermont 1985, PE License in VT, Serving as Design Engineer and Project Manager positions for 34 years.
Dave Marshall, P.E.	Project Engineer – Civil/Stormwater/Wastewater	Provide project management, plan development and expertise with design and overall engineering review of the project. Education: BS Civil Engineering, University of Vermont 1984, PE License in VT and CT, Serving as Design Engineer and Project Manager positions for 35 years.
Jack Milbank	Surveyor	Conduct land surveying and engineering surveying operations for CEA. BS University of Vermont 1980. Serving as party Chief and Survey Dept. Manager for 39 years.
Peter Mead	IT Management, Senior Drafting	Assemble field survey data and information layers using AutoCAD 3D and ArcGIS in support of development of engineering plans and operational stormwater designs. BS University of Vermont 1985. Serving as quality Control Manager and ITCASD chief for 34 years.

The project team organization is shown in the graphic below:



## Schedule

A proposed project schedule is shown below. All work will be completed prior to May 31, 2020.

Project Task	2019					2020				
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Task 1 - Quality Assurance Project Plan (QAPP) Development	9/6									
Task 2 - Kickoff Meetings	9/30									
Task 3 - 60% Engineering Designs	1/31									
Task 4 - 90% Engineering Designs	3/30									
Task 5 - 100% Engineering Designs	5/31									
Task 6 - Educational Signage (Optional Supplemental Task)	5/31									

## Cost Proposal

A proposed cost table is included below.

# Category & Task	Firm	Watershed Consulting				CEA				Mileage (\$0.58/ mi)	Total Estimate				
	Staff	A. Torizzo	D. Allen	K. Garvey	K. Gomez	C. Elliott, P.E.	D. Marshall, P.E.	J. Milbank	P. Mead						
	Title	Principal	WQ Project Manager	GIS Manager	Water Quality Specialist	Project Manager – Civil/ Structural	Project Engineer – Civil/ Stormwater/ Wastewater	Surveyor	IT Management , Senior Drafting						
	Rate (\$/hr)	\$160	\$125	\$125	\$95	\$146	\$146	\$100	\$100						
Task 1 - Quality Assurance Project Plan (QAPP) Development		2		14						0					
Subtotal		\$320	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$2,070				
Task 2 - Kickoff Meetings		9		15						80					
Subtotal		\$1,440	\$0	\$1,875	\$0	\$0	\$0	\$0	\$0	\$46	\$3,361				
Task 3 - 60% Engineering Designs		8		18		14		8		4	8	8	25	160	
Subtotal		\$1,280	\$2,250	\$1,750	\$760	\$584	\$1,168	\$800	\$2,500	\$93	\$11,185				
Task 4 - 90% Engineering Designs		7		16		8		6		8	8		20	80	
Subtotal		\$1,120	\$2,000	\$1,000	\$570	\$1,168	\$1,168	\$0	\$2,000	\$46	\$9,072				
Task 5 - 100% Engineering Designs		10		16		8		4		10		20		80	
Subtotal		\$1,600	\$2,000	\$1,000	\$380	\$0	\$1,460	\$0	\$2,000	\$46	\$8,486				
Task 6 - Educational Signage (Optional Supplemental Task)		6													
Subtotal		\$0	\$0	\$750	\$0	\$0	\$0	\$0	\$0	\$0	\$750				
Total Project Estimate Excluding Optional Task											\$34,175				
Total Project Estimate Including Optional Task											\$34,925				

CHANGE ORDER # 1

Owner's Project Number RF/VT/STAG # \_\_\_\_\_ Date: 7/17/19  
 Contract #: 2019-01 Agreement Date: 5/17/19  
 Contract Title: Water St. Stormwater Improvements ORIGINAL PRICE: \$ 455,125  
 Owner: CVRPC Notice to Proceed Date: 5/15/19  
 Contractor: G & N Excavation Calendar Days: 90  
 Engineer: Aldrich + Elliott Original Completion Date: 8/13/19

## The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION: G &amp; N hired a Tree Service to cut large trees.

JUSTIFICATION: Not in G &amp; N's original scope of work.

**PRICE:** This C.O.<sup>(1)</sup> will (not change/increase/decrease) the Contract Price By: \$ 4950  
 Current Contract Price per most recent C.O.: \$ 455,125  
 The new Contract Price including this C.O. is: \$ 460,075

**TIME:** Current Contract Calendar Days as per most recent C.O.: Calendar Days 90  
 This C.O. will (not change/increase/decrease) the Contract Calendar Days by: Calendar Days \_\_\_\_\_  
 The new Contract Calendar Days including this C.O. is: Calendar Days \_\_\_\_\_  
 The new Contract Completion Date is, therefore: \_\_\_\_\_

**NOTE:** The CONTRACTOR must provide a Revised Project Schedule to reflect increases or decreases in Contract Time as authorized by this C.O.

REQUESTED BY: Michele Gaboriau  
 Print or Type Name

Michele Gaboriau  
 Signature

**SIGNATURES/APPROVALS:**

Stipulated price and time adjustment includes all costs and time associated with the above described change. CONTRACTOR waives all rights for additional compensation or time extension for said change. CONTRACTOR and OWNER agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

Recommended By (Engineer): Jason R. Booth  
 Print or Type Name Signature

Accepted By (CONTRACTOR): \_\_\_\_\_  
 Print or Type Name Signature

Concurred By: \_\_\_\_\_  
 (FED Construction Project Manager) Print or Type Name Signature

Ordered By (OWNER): \_\_\_\_\_  
 Print or Type Name Signature

(1) C.O. means Change Order

**08/05/19****Executive Committee****Page 73**

G &amp; N EXCAVATION, INC.

**Proposal**

3804 N. Fayston Rd.

Moretown, VT 05660-9286

Date	Proposal #
7/17/2019	61319

(802) 496-3735  
mgaboriau@gmavt.net

DBE Certified

Name / Address
Central VT Regional Planning Commission 29 Main St. Ste. 4 Montpelier, VT 05602

Solicitation No.

Description	Total
WATER STREET STORMWATER IMPROVEMENTS - NORTHFIELD, VT  CHANGE ORDER # 1  Scope of Work: Whitney Tree Service Invoice, plus 10% profit and overhead	4,950.00
<b>Total</b>	<b>\$4,950.00</b>

## Whitney Tree Service

P.O. Box 705

Waitsfield, VT 05673 US

(802) 496-9975

whitneytree@madriver.com

www.whitneytreeservice.com



WHITNEY TREE SERVICE

## Invoice

## BILL TO

G&amp;N Excavation

3804 N. Fayston Rd.

Moretown, VT 05660

INVOICE # 1525

DATE 06/13/2019

DUE DATE 06/13/2019

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/13/2019	Com-General tree work	Location: 258 Water St, Northfield, VT Work date: 6/12/19  Removed very large cottonwood  Removed boxelder next to it, leaning and growing into wires	1	4,500.00	4,500.00

G &amp; N Excavation, Inc.

5737

## Whitney Tree Service

Date	Type	Reference	Original Amt.	Balance Due	6/21/2019 Discount	Payment
6/13/2019	Bill	1525	4,500.00	4,500.00		4,500.00
					Check Amount	4,500.00

G &amp; N Checking

4,500.00



CHANGE ORDER # 1A

Owner's Project Number RF/VT/STAG # \_\_\_\_\_  
Contract #: 2019-01  
Contract Title: Water St. Stormwater Improvements  
Owner: CVRPC  
Contractor: G+N Excavation  
Engineer: Aldrich + Elliott

Date: 7/24/19  
Agreement Date: 5/7/19  
ORIGINAL PRICE: \$ 455,125  
Notice to Proceed Date: 5/15/19  
Calendar Days: 90  
Original Completion Date: 8/13/19

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION: Unanticipated extra materials.

JUSTIFICATION: Needed to reduce pipe size from 18" to 12" to enable storm drain pipe to cross existing Sewer Main. Designed by Dana Allen.

PRICE: This C.O.<sup>(1)</sup> will (not change/increase/decrease) the Contract Price By: \$ 741.75  
Current Contract Price per most recent C.O.: \$ 460,075  
The new Contract Price including this C.O. is: \$ 460,816.75

TIME: Current Contract Calendar Days as per most recent C.O.: Calendar Days 90  
This C.O. will (not change/increase/decrease) the Contract Calendar Days by: Calendar Days \_\_\_\_\_  
The new Contract Calendar Days including this C.O. is: Calendar Days \_\_\_\_\_  
The new Contract Completion Date is, therefore: \_\_\_\_\_

NOTE: The CONTRACTOR must provide a Revised Project Schedule to reflect increases or decreases in Contract Time as authorized by this C.O.

REQUESTED BY: Michele Gaborian Michele Gaborian  
Print or Type Name Signature

## SIGNATURES/APPROVALS:

Stipulated price and time adjustment includes all costs and time associated with the above described change. CONTRACTOR waives all rights for additional compensation or time extension for said change. CONTRACTOR and OWNER agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

Recommended By (Engineer): Jason R. Booth  
Print or Type Name Signature

Accepted By (CONTRACTOR): \_\_\_\_\_  
Print or Type Name Signature

Concurred By: \_\_\_\_\_  
(FED Construction Project Manager) Print or Type Name Signature

Ordered By (OWNER): \_\_\_\_\_  
Print or Type Name Signature

(1) C.O. means Change Order

3804 N. Fayston Rd.  
Moretown, VT 05660-9286

# Proposal

DBE Certified

2019-01

[illegible]



REMIT TO	TEAM EJP Barre Vt. E.J. PRESCOTT INC. P.O. BOX 350002 BOSTON, MA	02241-0502

WAREHOUSE	TEAM EJP Barre Vt. E.J. PRESCOTT INC. 2318 Airport Road Barre, VT	05641
	Telephone: 802-223-2385	

Page No.	1
Invoice No.	5572917
Inv. Date:	7/22/19
Order No.	5572917
Cust. No.	32033
Branch No.	030

SOLD TO	G & N EXCAVATION. INC. 3704 N. FAYSTON RD. MORETOWN, VT	05660

SHIP TO	Customer Pickup

Customer P.O. No.		Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method		
WATER STREET		NORTHFIELD		HSE	8/21/19	7/22/19	Pickup		
Ln	Product No. / Description				U/M	Qty.	Price	Disc%	Extended
1	78249 1	12 ADS N12 PIPE SOIL-TITE			FT	40	9.3600		374.40
2	78421	18X12 ADS N12 REDUCER			EA	2	256.6200		513.24
3	78420 2	18 ADS N12 SPLIT COUPLER			EA	2	38.6400		77.28
4	78391	12 ADS N12 SPLIT COUPLER			EA	4	13.6200		54.48
PLEASE USE THE REMIT TO ADDRESS BELOW TO MAIL YOUR PAYMENT FOR FASTEST CREDIT TO YOUR ACCOUNT. P.O. BOX 350002 BOSTON, MA. 02241-0502						Amount		1019.40	
						Tax Amt			
						Freight			
Other Chg									
						TOTAL DUE		1019.40	



## MEMO

Date: July 30, 2019  
To: Executive Committee  
From: Pam DeAndrea, Senior Planner  
Re: Request to modify contract amendment approval process for G&N Construction Northfield Water Street Stormwater Implementation Construction

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### Issue

G&N Construction is CVRPC's contract for the Northfield Water Street Stormwater Implementation construction project. As is customary with construction projects, change orders are issued during construction to adapt to field issues, unanticipated items, etc. Change orders are contract amendments.

CVRPC has 10 days to approve change orders after CVRPC's project engineer approves them as valid. This schedule does not coincide with Executive Committee monthly meetings and arranging special meetings each month consumes considerable resources. Staff requests the Executive Committee consider approving one of the following options to facilitate change order approval as delays in approving the change order affect adherence to the project schedule.

**☒ ACTION REQUESTED:** Staff proposes the Committee consider approving one of the following three alternatives:

**1. Maintain current process requiring contract amendment changes to be approved by the Executive Committee.**

Advantage – No change in CVRPC procedure.

Disadvantage – Contract end is August 15, 2019, prior to next Executive Committee meeting.

Special meeting(s) would be required to approve change orders. If scheduled in advance, dates would need to be reserved every 10 days and staff resources would need to shift to special meeting preparations when change orders occur. CVRPC delays may cause the contractor to shift to another project and potentially put project completion at risk.

**2. Authorize an Executive Committee member to review G&N Construction change orders and approve change order signature by the Executive Director as needed.**

Advantage – This provides organizational oversight of staff actions while minimizing project delays. Change order approvals would be reported in contract approval memos.

Disadvantage – The project may still be delayed if the Executive Committee member is not available to review the change order. Executive Committee members may not be comfortable acting on behalf of the full Committee for a project of this size.

**3. Authorize the Executive Director to sign future change orders with G&N Construction provided any cost increase is within the approved grant agreement budget and the change order is reported to the Executive Committee at its next regular meeting.**

Advantage – Change orders can be processed expediently, keeping the project schedule on track and minimizing use of staff resources. The Executive Committee can monitor changes through after-the-fact information.

Disadvantage – This is an exception to CVRPC's standard practice and may not provide the level of oversight desired by the organization.

Additional information

Staff anticipates at least one additional change order. The change order is expected to arrive in the next five business days. The change order will transfer work from the Town's match commitment to G&N Construction. That work included excavation of the area where the infiltration chamber system is to be installed.

The Town currently is defining what in-kind service it can provide to meet its match requirement of \$25,120. The preliminary proposal received from the Town Manager included installing some stormwater pipe, trucking of soil excavated from the chamber system area, and supplying and trucking topsoil needed for the chamber system.

CVRPC's project engineer and the contractor will review the proposed work from the Town to identify any challenges, understand how the Town's proposed activities might affect the contractor's work, and confirm the projected value of the work corresponds to the Town's match commitment. CVRPC will also update its Memorandum of Agreement (MOA) with the Town of Northfield to reflect the adjustments.

This Town's preliminary proposal would result in a \$10,000 change order for the project contractor and a 16-day contract extension to 08/31/19. This minimal delay is not expected to result in risk to the project's completion.

If the value of the Town's revised in-kind work does not meet its committed project match, the MOA requires the Town to provide a cash match for the difference in match value.

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## Five Year Strategic Goals – FY19 Activities

06/30/19 Progress Report

Priority	Activity	Lead	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
<b>Goal 1: Enhance Financial Security</b>														
H	Monthly financial reports	Nicole	X	X	6/30	7/31 & 8/31	9/30	X	X	12/31		2/28	3/31	4/30
H	Complete audit	Nicole				X		✓						
H	Submit Audit & Indirect Proposal	Nicole							Submitted			Revised		
H	Identify strategies to reduce admin hours	All					QB timesheet entry & Indirect cost training							
L	Contribute to reserve fund	Bonnie & Nicole										\$10K		\$10K
L	Update Personnel Policy Manual	Nancy with Bonnie						Attorney review done		Staff review				Delayed for bylaw update
H	Adopt Admin/Financial Procedures	Nancy with Nicole												Delayed - in progress
H	Add grants management procedures	Nancy With All								Draft to Exec	Policy Adoption			
L	Develop 2 CFR staff training plan	Nancy with Nicole						Plan delayed						
L	Implement 2 CFR staff training plan	Nancy with Nicole			Expense Reimburse		Budget & Indirect				Grant Mngment			
<b>Goal 2: Create Operational Excellence</b>														

Priority	Activity	Lead	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
L	Develop 3-year staff development guide	All												Delayed to FY20
M	Conduct team building activities	Nancy With All	Celebrate a Success Sharing		Share Project Idea You Want to Do	Granite Museum & Hike		Holiday Lunch	Office Cleaning				Waterbury Project Tour	Celebrate Dan 15 Years
H	Finish Rules of Procedure for all committees	As assigned	Exec Com & CWAC adopted		Reg Plan Com drafted							Town Plan Rev Com adopted		Nom Com Delayed
H	Designate Committee Chairs	As Assigned			Done									
H	Host Chair training	TBD												Delayed to FY20
H	Hold new Commissioner orientation meetings	Bonnie												Did not occur
M	Survey Commissioners on meeting effectiveness	Bonnie With Nancy						Survey Completed		Results Present to Board	Changed meeting start time	Added food & social		
H	Update Commission bylaws	Bonnie	Committee Volunteers recruited				Workgroup initiated review			Exec Com 1st Review	Exec Com 2nd Review	Exec Com 3rd Review	Exec Com Approval & Board 1 <sup>st</sup> Review	Board 2 <sup>nd</sup> Review
M	Clean office	All							Held Cleaning Day					Scan Docs in Progress
H	Plan structural space improvements	Nancy									Architect Contacted	Staff Input		Architect Site Visit
H	Identify opportunities for office relocation	Nancy									Initiated Work			Research Complete

Priority	Activity	Lead	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
<b>Goal 3: Enhance Services</b>														
M	Review Municipal Plans for priorities	Eric & Clare			Orange & Cabot MPG applications		Bylaw Updates	Town Plan & LHMP Updates	EAB Preparedness	Plan & Zoning Updates				
L	Survey municipal needs	Eric & Clare												Did not occur
M	Solicit Commissioner input for FY20 Work Plan	Bonnie												Did not occur
H	Train staff on project management	Dan			Finance reports used for budget management		Budget & indirect rate training			2 Videos with discussion	Reading P&L Report Training			
H	Complete Plan Central VT	Clare												Delayed to FY20
<b>Goal 4: Position CVRPC as Leader and Partner</b>														
H	Publish News Briefs weekly	Nancy	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
H	Publish newsletter quarterly	Nancy With All	✓			✓		✓				✓		
H	Develop press releases at milestones	All		Class 4 Roads Wrkshps	Inclusive Planning	Transport Studies Input	EAB Mngment Workshop	Inclusive Planning & Watershed project upload	Water Wise Woodland Cartoon		Water Wise Woodlands & Commission Mtg Time	Mad-King Stormwater MP	Mad-King Stormwater Master Plans	Berlin Stormwater Design
M	Develop project briefing sheets	All						Class 4 Road Erosion			Inclusive Planning		Transport Resilience	
L	Update Facebook page weekly	Nancy With All	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
H	Publish online data library	Eric												Delayed – revising product

Priority	Activity	Lead	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
M	Host bi-monthly trainings	All			Class IV Road Demo BMPs	Button Up	Em Ash Borer Mngment		Community Engagemnt		ZA Roundtable & EAB Inventory	Road & EMD Round-table	PC Round-table	
M	Participate in 3 partner activities	All		THRIVE	Hunger Council Food Access Map					CVMC Needs Assess & Housing CAN				
M	Serve as RPC lead for statewide effort	Sr Plan & Prog Mngr												Delayed – not ready
H	Comment on two plans, etc.	Sr Plan & Prgm Mngr	Identify plans & studies for comment		State Emergency Management Plan	River Basin Plans						Act 250 change discussion		



## MEMO

Date: July 29, 2019  
To: Executive Committee  
From: Nancy Chartrand, Office Manager  
Re: Participation in State of Vermont 457B (Deferred Compensation Plan)

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### **✉ ACTION REQUESTED:**

- 1) Authorize Executive Director to enter CVRPC into an agreement with Prudential as Third Party Administrator of the State of Vermont's Deferred Compensation Plan.
- 2) Authorize Executive Director to endorse the Operational Requirements for Employers – State of Vermont Deferred Compensation Plan.

As a political subdivision of the State of Vermont, CVRPC is eligible to participate in the State of Vermont's Deferred Compensation Plan. Participation in this plan enables employees to contribute pre-tax or post-tax dollars to a retirement fund. This voluntary employee contribution would complement CVRPC's employer-funded Simple Employer Plan (SEP).

This State of Vermont Plan is overseen by the Vermont State Retirement System Board of Trustees. Currently, this program's Third Party Administrator is Prudential Retirement Insurance and Annuity Company.

#### Plan facts:

- No cost to employer to enroll or participate in plan
- No minimum enrollment (employees are not required to participate)
- No annual reporting required from employer
- Low administrative fees for employees who choose to participate: .035% of account balance/year
- Prudential representatives available in State Retirement office daily; and available for in-house meetings annually (or more often if requested)
- Affords employees opportunities to make contributions up to a maximum annual contribution of \$19,000; with additional maximum catch-up contribution of \$6,000 annually for those age 50+.

CVRPC's fiduciary responsibility is sending the employee contributions bi-weekly or monthly and allowing Prudential to meet with employees.





**Prudential**

Investors should consider a fund's investment objectives, risks, charges and expenses before investing. The prospectus, and if available the summary prospectus, contain complete information about the investment options available through your plan. Please call 877-RET-VERM (877-738-8376) for a free prospectus, and if available a summary prospectus, that contain this and other information about our mutual funds. You should read the prospectus and the summary prospectus, if available, carefully before investing. You can lose money when investing in securities.

Shares of the registered mutual funds are offered through Prudential Investment Management Services LLC (PIMS), Newark, NJ, a Prudential Financial company. Prudential Retirement is a Prudential Financial business. Retirement counselors are registered representatives of PIMS.

Amounts withdrawn (except qualified Roth 457 contributions) are subject to income taxes. Neither Prudential Financial nor any of its affiliates provide tax or legal advice—for which you should consult with your qualified professional.

GoalMaker's model allocations are based on generally accepted financial theories that take into account the historic returns of different asset classes. But of course, past performance of any investment does not guarantee future results. Participants should consider their other assets, income and investments (e.g. equity in a home, Social Security benefits, individual retirement plan investments, etc.), in addition to their interest in the plan. To the extent those items are not taken into account in the model, Participants should also periodically reassess their GoalMaker investments to make sure their model portfolio continues to correspond to their changing attitudes and retirement time horizon.

The target date is the approximate date when investors plan to retire and may begin withdrawing their money. The asset allocation of the target-date funds will become more conservative as the target date approaches by lessening the equity exposure and increasing the exposure in income-type investments. The principal value of an investment in a target-date fund is not guaranteed at any time, including the target date. There is no guarantee that the fund will provide adequate retirement income.

A target-date fund should not be selected based solely on age or retirement date. Participants should carefully consider the investment objectives, risks, charges and expenses of any fund before investing. Funds are not guaranteed investments, and the stated asset allocation may be subject to change. You can lose money by investing in securities, including losses near and following retirement.

Participants using the Retirement Income Calculator should consider other assets, income and investments (e.g. equity in a home, Social Security benefits, individual retirement plan investments, etc.) when assessing the adequacy of the estimated income stream as provided by this tool. The Retirement Income Calculator is hypothetical and for illustrative purposes only and is not intended to represent performance of any specific investment, which may fluctuate. There is no assurance that retirement income objectives will be met. **You can lose money by investing in securities.**

Retirement products and services are provided by Prudential Retirement Insurance and Annuity Company (PRIAC), Hartford, CT, or its affiliates. PRIAC is a Prudential Financial company.

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06/2018

08/05/19

Executive Summary

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# RETIRE WELL VERMONT

## PLAN HIGHLIGHTS STATE AND MUNICIPAL 457 DEFERRED COMPENSATION PLANS

## THREE WAYS TO INVEST

### GET HELP

The plan offers GoalMaker®, an optional easy-to-use asset allocation program, available at no additional cost, that will help you choose one of 12 model portfolios that matches your investor style and years to retirement.

GoalMaker also automatically rebalances your portfolio periodically to help make sure it stays on target. And, if you choose GoalMaker's optional Age Adjustment feature, your investment portfolio will automatically become more conservative as you get closer to your retirement.

For more information, or to enroll in GoalMaker, log in to your account at [vermont.retirepru.com](http://vermont.retirepru.com).

### GET SUPPORT

If you have questions about investing or need assistance, please contact one of our retirement counselors by visiting [vermont.retirepru.com](http://vermont.retirepru.com) and selecting Personal assistance to schedule an appointment. This service is available to you at no additional cost.

### DO IT YOURSELF

You have the freedom to choose your own investments and to create a personalized portfolio from the plan's core investment menu list:

**\*Registered mutual fund.**

All investing involves various risks, such as: fixed income (interest rate), default, small-cap, international and sector—including the possible loss of principal.

## BENEFICIARY(IES)

Select your beneficiary(ies) by logging in to your account at [vermont.retirepru.com](http://vermont.retirepru.com) or by calling 877-RET-VERM (877-738-8376).

## ACCESSING YOUR MONEY

You may be able to withdraw money from your accounts in certain emergency situations, as defined by your plan. Call 877-RET-VERM (877-738-8376) for more information.

## RETIREMENT COUNSELORS

The plan offers retirement counselors at no additional cost to provide you with personalized service through group meetings and one-on-one consultations. These knowledgeable professionals are dedicated to providing you with convenient service and support.

To schedule a personal consultation, go to [vermont.retirepru.com](http://vermont.retirepru.com) and click Personal assistance.

## RETIREMENT INCOME CALCULATOR

Do you know what you are on track to receive in retirement income, and will it be enough? This tool will help you estimate how much income you'll likely need and how much you should contribute to the 457(b) to supplement your pension benefit.

Log in to your account at [vermont.retirepru.com](http://vermont.retirepru.com) to access the calculator.

The State and Municipal 457 Deferred Compensation Plan has been available as a savings option to state employees, and some participating municipal and school district employees, since 1979. The deferred compensation plan qualifies as a section 457(b) plan under the Internal Revenue Code. The portion of salary that is deferred is not taxed at the time of deferral.

## CONTRIBUTING TO THE PLAN

The plan offers you the opportunity to save with traditional pre-tax and/or Roth after-tax dollars. You also have the opportunity to catch up and contribute more money during the final years of your career.

- Maximum annual contribution of 100% of pay, up to ~~\$18,500~~ **\$19,500**
- Those who will be age 50 and older this year can make an additional contribution of \$6,000.
- Three years prior to your normal retirement age (whether you will retire then or not), if you have not always maximized your annual contributions to the plan, you may be able to defer a total amount equal to twice the annual limit (\$37,000).
- Rollovers from another employer's eligible plan or pre-tax IRA are accepted into the plan at any time.

## HOW TO ENROLL

All current State of Vermont employees and employees of participating municipalities and school districts are eligible to participate. To enroll, visit [vermont.retirepru.com](http://vermont.retirepru.com), then click on Enroll in the plans.

### STABLE VALUE

Vermont Stable Value Fund

### NONTRADITIONAL BOND

FPA New Income\*

### INTERMEDIATE-TERM BOND

Calvert Bond I\*

Vanguard Total Bond Market Index Instl\*  
PIMCO Total Return ESG Institutional\*

### ALLOCATION—50% TO 70% EQUITY

Pax Balanced Individual Investor\*

Dodge & Cox Balanced\*

T. Rowe Price Retirement Balanced I\*

### LARGE-CAP—VALUE

Vanguard Value Index I\*

### LARGE-CAP—BLEND

Vanguard FTSE Social Index I\*

Vanguard Institutional Index I\*

### LARGE-CAP—GROWTH

American Funds Growth Fund of Amer R6\*

### MID-CAP—BLEND

Vanguard Mid-Cap-Index Institutional\*

### SMALL GROWTH

T. Rowe Price Small-Cap-Stock I \*

### DIVERSIFIED EMERGING MKTS

Lazard Emerging Markets Equity Instl \*

### FOREIGN LARGE-CAP—BLEND

Dodge & Cox International Stock\*

Vanguard Developed Markets Index Instl\*

### WORLD SMALL/MID-CAP—STOCK

Pax Global Environmental Mrkts Instl\*

### TARGET-DATE 2000-2010

T. Rowe Price Retirement I 2010 I \*

### TARGET-DATE 2020

T. Rowe Price Retirement I 2020 I \*

### TARGET-DATE 2030

T. Rowe Price Retirement I 2030 I \*

### TARGET-DATE 2040

T. Rowe Price Retirement I 2040 I \*

### TARGET-DATE 2050

T. Rowe Price Retirement I 2050 I \*

**OPERATIONAL REQUIREMENTS FOR EMPLOYERS  
STATE OF VERMONT DEFERRED COMPENSATION PLAN**

The Board of Trustees, Vermont State Retirement System (“Board”) selected Prudential Retirement Insurance and Annuity Company (“PRIAC”) as the Third-Party Administrator of the State of Vermont Deferred Compensation Plan (“Plan”). The Board has entered into an agreement with Prudential under which Prudential has agreed to provide administration and communication services for the Plan (the “Contract”). To enable Prudential to provide such services on behalf of an employer which elects to implement the Plan for its employees (“Employer”), the Employer confirms that it will provide the information and support described below. The term “Plan” throughout these Requirements shall mean the State of Vermont Deferred Compensation Plan.

**ARTICLE I  
RESPONSIBILITIES OF THE EMPLOYER**

**A. Implementation of Plan**

1. The Employer confirms that it made the decision to implement the Plan via resolution. The employer agrees to provide a copy of such resolution, if available, to Prudential.

2. The Employer will designate a coordinator for each unit to work with Prudential to select enrollment dates, determine the number of meetings needed and what employee notification of meetings will be required, and to make other decisions necessary to hold successful enrollment meetings.

3. The Employer will provide time for its employees to attend an enrollment meeting. The Employer agrees that employees representing all employee pay grades will be given the opportunity to attend the meetings. The Employer understands that the meetings are an important resource in making employees aware of their opportunity to participate in the Plan.

4. The Employer will provide a facility to conduct enrollment meetings for its employees.

5. The Employer will publicize the meetings to all its employees by internal publication, meeting notices provided by the Third-Party Administrator and through other media agreed to by its coordinator and the Third-Party Administrator.

## **B. Operation of Plan**

1. The Employer will have sole responsibility for determining which of its employees are eligible to participate in the Plan, by making elective deferral contributions, in accordance with eligibility requirements established by the Plan. The Employer will advise the Third-Party Administrator each month of any “new enrolled” employee who is eligible to participate in the Plan. The Employer also will advise the Third-Party Administrator each month of any participant in the Plan who has terminated their employment, the date of termination, and the reason for the separation from service.

2. The Employer will provide payroll deductions for all contributions to the Plan. The Employer will modify its payroll application to comply with specifications required by the Third-Party Administrator of the Plan. This includes the format of the deduction report for the delivery of contributions to the Third-Party Administrator. The Employer will notify the Third-Party Administrator of any changes in payroll frequency, the frequency of payroll deductions, or change in status.

3. The Employer will deliver the remittance files and the funds for these reports to the location provided by the Third-Party Administrator.

4. The Employer agrees that elective deferral contributions to the Plan will not be suspended, modified or terminated for a participant unless so instructed by the Third-Party Administrator based on the participant’s actions with the Third-Party Administrator.

5. The Employer agrees to comply with all operating procedures established by the Third-Party Administrator of the Plan. It understands that the procedures may be modified or revised from time to time, and the Employer agrees to comply with revisions and modifications without delay upon receipt of adequate notice of such modifications.

6. The Employer will inform the Third-Party Administrator in advance of any changes in the Employer's benefit or compensation programs that affect the operation or administration of the Plan.

7. The Employer may request that the Third-Party Administrator refund a contribution made within the preceding 12 months on account of a mistake of fact, as defined by the Internal Revenue Service, and the Third-Party Administrator will grant such request.

8. The Employer will furnish the Third-Party Administrator all documents, data and other information necessary for the Third-Party Administrator to perform its duties under this Agreement. The Employer will be solely responsible for the accuracy of any documents, data, or other information provided to the Third-Party Administrator by the Employer or by any other person or entity having responsibilities with respect to the Plan. If the Employer fails to provide any such requested information, the Third-Party Administrator will be obligated to perform its duties under this Agreement only insofar as it is able to do so with the information available. All information required to be furnished by the Employer will be transmitted in the medium and form acceptable to the Third-Party Administrator. The Third-Party Administrator will be entitled to rely fully on the accuracy and completeness of information submitted by the Employer and will have no duty or responsibility to verify such information.

9. The Employer will comply with the Uniformed Service Employment and Re-employment Rights Act of 1994 regarding participation in the Plan by participants with military service. The Plan allows an Employer to permit an employee who meets the criteria of the Uniformed Service Employment and Re-employment Rights Act of 1994 the opportunity to "catch-up" salary deferrals to the Plan that were not made during the time they were on active duty.

**ARTICLE II**  
**RESPONSIBILITIES OF THE THIRD-PARTY ADMINISTRATOR**

**A. Implementation of Plan**

1. The Third-Party Administrator will assist the Employer's coordinator in scheduling enrollment meetings, provide the employer with meeting notification materials, including but not limited to posters, handbills, press release-type articles and payroll stuffers that are mutually acceptable to the Employer coordinator and the Third-Party Administrator.

2. The Third-Party Administrator will present the Plan and its benefits to the employees and enroll them in the Plan.

3. The Third-Party Administrator will provide brochures, enrollment forms, payroll deduction authorization forms, and withdrawal forms, as well as other forms needed to fulfill the duties as Third-Party Administrator. For purposes of this paragraph, "form" will also mean a facility for electronic processing of participant requests.

**B. Operation of Plan**

The Third-Party Administrator will provide the services described below, as required under the Contract:

1. The Third-Party Administrator will maintain a record of each participant's contributions and will invest his/her contribution in the fund(s) selected by the participant.

2. The Third-Party Administrator will provide the participant with a quarterly statement of his/her account, which shows the value of the participant's account.

3. The Third-Party Administrator will provide the participants withdrawal options including lump sum distribution and periodic payments in accordance with the Plan and the Code.

4. The Third-Party Administrator will provide participants in the Plan who become entitled to receive a distribution from the Plan with all appropriate notices and election forms concerning such distribution. The Third-Party Administrator is responsible for proper reporting of all distributions from the Plan and the withholding of income taxes as required by the Plan and the Code.

5. The Third-Party Administrator will provide administrative and operating procedures for the Employer.

### ARTICLE III

#### **PLAN PARTICIPATION**

The Employer and the Third-Party Administrator jointly agree to promote the Plan and encourage participation in the Plan by all covered employees of the Employer. This will require that initial enrollment meetings be held with all covered employees to ensure that they are aware of the benefit and value of participating in the Plan. The Employer agrees to promote the Plan on an on-going basis by conducting periodic meetings with eligible employees, utilization of posters, newsletter articles, payroll stuffers, and other agreed upon communications.

### ARTICLE IV

#### **TERMINATION OF AGREEMENT**

1. Either party may terminate this Agreement upon giving six months advanced written notice to the other party, provided that the non-terminating party may waive such notice requirement. The termination of this Agreement *does not* terminate the Plan in which the Employers' employees are participating or require a distribution of accounts of the participating employees from the Plan. The termination of this Agreement relieves the Employer from taking

deductions from the participating employee's pay and remitting them to the Third-Party Administrator.

2. The State of Vermont may terminate the Plan at any time through the enactment of laws.

3. This Agreement will terminate if the State terminates its Agreement with Prudential by which Prudential is obligated to serve as Third-Party Administrator.

4. This Agreement will terminate if the Board discontinues the Plan.

#### **ARTICLE V**

#### **MISCELLANEOUS**

1. All times specified will be the current Eastern Time.
2. The Employer will make available to the Third-Party Administrator, the Board of Trustees, and an auditor appointed by the Third-Party Administrator or the Board of Trustees, its records of contributions submitted to the Plan for the purposes of an audit. The Employer will also make available its documents pertaining to its employees' deferral elections and other documents deemed necessary by the Third-Party Administrator to audit the Plan.

\* \* \*



I agree to the terms set forth above with respect to the State of Vermont Deferred Compensation Plan.

AGREED TO BY:

\_\_\_\_\_  
Name of Employer (Please Type or Print)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Type or Print Name Signed Above)

Its: \_\_\_\_\_  
(Please Type or Print Official Title)

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

PRUDENTIAL

By: \_\_\_\_\_

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

(Revised 5/2018)



Vermont Retirement Systems

**Employer Operational Questionnaire and  
Client Authorized Representative (CAR) Form  
State of Vermont Deferred Compensation Plan  
(Plan #940050)**

**About You**

Employer (Subplan) Name \_\_\_\_\_

Employer (Subplan) Number (to be provided by Prudential) \_\_\_\_\_

Type of employer entity (SP660) - Circle One of the following – Municipality, Town, School

Mailing address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

County \_\_\_\_\_

**Pay Frequency (SP905)**

\_\_\_\_\_ Weekly

\_\_\_\_\_ Semi-monthly

\_\_\_\_\_ Bi-weekly

\_\_\_\_\_ Monthly

Multiple (please list) \_\_\_\_\_

**Contribution Remittance Method (data)**

\_\_\_\_\_ System generated file

\_\_\_\_\_ Internet Contribution Center (ICC) on Sponsor Center website

\_\_\_\_\_ VDES

**Funding**\_\_\_\_\_ ACH Debit (*Prudential debits a pre-approved account upon receipt of file*)

\_\_\_\_\_ Wire

\_\_\_\_\_ Check

**Deferral Rates**

\_\_\_\_\_ Percentage(%)    \_\_\_\_\_ Both    \_\_\_\_\_ Flat Dollar (whole dollars only)



## Vermont Retirement Systems

**Employer Authorization**

These operational guidelines are set forth with respect to the State of Vermont Deferred Compensation Plan #940050

\_\_\_\_\_  
Name of Employer (Please Type or Print)

By: \_\_\_\_\_

(Signature of Authorized Signer)

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

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

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

**Client Authorized Representatives (CAR)**

The above signed authorized representative of the Plan Sponsor and/or Employer designates the following individuals as representatives of the Plan Sponsor and/or Employer to provide directions to Prudential Retirement, including its affiliates and successors. If applicable, designated individuals may provide direction.

List actual current contacts: We need at least one primary Human Resources and one primary Payroll contact.

The Human Resources (HR) contact will answer questions related to member status (active/termed).

The Payroll contact will assist with questions concerning the contribution and loan file.

The primary contact is just whom we reach out to first.



## Vermont Retirement Systems

## Contact #1

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address (if different from above):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Type (check all that apply):

Payroll Primary \_\_\_\_\_

Payroll Secondary \_\_\_\_\_

HR Primary \_\_\_\_\_

HR Secondary \_\_\_\_\_

Authorized Signer \_\_\_\_\_

## Contact #2

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address (if different from above):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Type (check all that apply):

Payroll Primary \_\_\_\_\_

Payroll Secondary \_\_\_\_\_

HR Primary \_\_\_\_\_

HR Secondary \_\_\_\_\_

Authorized Signer \_\_\_\_\_



## Vermont Retirement Systems

## Contact #3

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address (if different from above):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Type (check all that apply):

Payroll Primary \_\_\_\_\_

Payroll Secondary \_\_\_\_\_

HR Primary \_\_\_\_\_

HR Secondary \_\_\_\_\_

Authorized Signer \_\_\_\_\_

## Contact #4

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address (if different from above):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Type (check all that apply):

Payroll Primary \_\_\_\_\_

Payroll Secondary \_\_\_\_\_

HR Primary \_\_\_\_\_

HR Secondary \_\_\_\_\_

Authorized Signer \_\_\_\_\_



## Vermont Retirement Systems

## Contact #5

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address (if different from above):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Type (check all that apply):

Payroll Primary \_\_\_\_\_

Payroll Secondary \_\_\_\_\_

HR Primary \_\_\_\_\_

HR Secondary \_\_\_\_\_

Authorized Signer \_\_\_\_\_

## Contact #6

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address (if different from above):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Type (check all that apply):

Payroll Primary \_\_\_\_\_

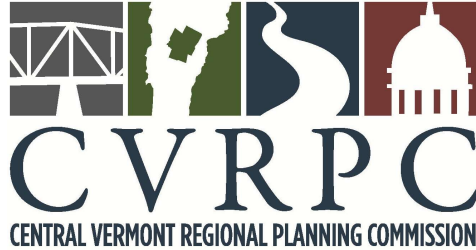
Payroll Secondary \_\_\_\_\_

HR Primary \_\_\_\_\_

HR Secondary \_\_\_\_\_

Authorized Signer \_\_\_\_\_

(Revised 3/2018)



# Central Vermont Regional Planning Commission

## Board of Commissioner Handbook

20XX

DRAFT August 5, 2019

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## Getting Started

### *Welcome to the Central Vermont Regional Planning Commission*

Welcome to the Board of Commissioners! We appreciate your willingness to serve. CVRPC fills an important need in the region, and we believe that you will find serving on the Board a rich and rewarding experience. As a Commissioner, you and your fellow board members are responsible for overseeing the organization's operations while maintaining our commitment to CVRPC's mission. This involves establishing strategic direction, ensuring compliance with all applicable legal requirements, and keeping the organization financially healthy. This manual will help you understand your rights and responsibilities as a Commissioner so that you can effectively carry out these duties. We encourage you to refer to it whenever you have questions about your service.

This Commissioner Handbook describes:

- ❖ What the Central Vermont Regional Planning Commission (CVRPC) is;
- ❖ How it is organized;
- ❖ What activities CVRPC can and must do;
- ❖ The legislation and funding that makes our work possible;
- ❖ The powers and duties you have as a Commissioner;
- ❖ How you can be an effective Commissioner;
- ❖ Staff and their responsibilities; and
- ❖ The resources available to you.

The Handbook cannot possibly answer every question you will have. Your fellow Commissioners (especially members of the Executive Committee) and the Executive Director are resources you can use for guidance and assistance if you have questions. They can supplement the Handbook's information by describing how the Commission may have addressed any concerns or opportunities previously.

Serving on the Commission calls upon you to think regionally and invest your best efforts to help CVRPC succeed on behalf of all of the communities and organizations it convenes. Your service requires a certain level of commitment and investment of time. The learning curve is fairly steep, but there are plenty of people and resources available to help and support you.

We want you to succeed as a Commissioner. To be successful, you should:

- ❖ Prepare thoroughly before each meeting by reading the meeting packet and related materials;
- ❖ Communicate the ideas and opinions of your community clearly;

- ❖ Communicate back to your community about the issues and decisions of the RPC;
- ❖ Listen fully to the ideas and opinions of others;
- ❖ Be flexible and diplomatic; and
- ❖ Be true to the organization's guiding principles and laws.

The more you invest in the organization, the more rewarding you will find your service.

## ***What is CVRPC?***

The overall purpose of planning at the regional level in Vermont is to bring communities together to address common issues and concerns. The Central Vermont Regional Planning Commission (CVRPC) does this by providing services and assistance that meets the needs of our member municipalities and the public, while remaining consistent with our federal and state requirements. Our work results in the development and implementation of plans that support sustainable development and improve the region's quality of life and environment.

## ***Enabling Legislation***

The legal basis and powers for Central Vermont Regional Planning Commission as the region's regional planning commission stem from Vermont laws as stipulated in 24 V.S.A. § 4301 et seq., as amended, 24 V.S.A. § 4345 et seq. The CVRPC was chartered by the municipalities of the Cities of Barre and Montpelier and the Towns of Barre, Berlin, Calais, East Montpelier, Marshfield, Middlesex, Northfield, Orange, Plainfield, Williamstown, and Worcester on March 7, 1967 as the Central Vermont Regional Planning Commission. The remaining member municipalities in Washington County and the Towns of Orange and Washington in Orange County subsequently joined the Commission. CVRPC's activities are funded in part through the State of Vermont property transfer tax as outlined in 24 V.S.A. § 4306(a).

## ***Funding***

CVRPC receives funding from four main sources. Legislative funding and municipal dues provide the base of funding for CVRPC's work program activities. Other funding sources build on these two.

### **Municipal Dues**

CVRPC depends upon dues from the 23 municipalities it serves. Municipal dues demonstrate support for CVRPC's services and leverage additional funds that support local and regional planning. The dues are per capita based, meaning the amount is based on the municipality's population. For FY20, municipalities contributed \$78,041 to the Commission, which was 5% of its annual budget. In the same year, municipal dues leveraged \$1.5 million in services.

Municipal dues are CVRPC's most flexible funds.

## State Allocation

The Vermont Legislature provides funding for all Regional Planning Commissions (RPCs) through the Property Transfer Tax. The funding is dispersed to RPCs through the Agency of Commerce and Community Development using a four-part formula. The formula provides an equal share to all RPCs for operating expenses. It also provides a proportional share for number of municipalities served, number of residents served, and property transfer tax receipts from the RPC's service area. The proportional share balances anticipated needs.

## Annual Contracts

Three state agencies have consistently provided funds to RPCs through annual contracts. The Vermont Agencies of Transportation and Natural Resources and Vermont Emergency Management support local and regional planning. This consistent funding reflects appreciation of RPC success in bringing local and regional input to statewide policy and plan discussions and RPC ability to assist the State to manage implementation funds for municipalities.

## Project and Service-Based Contracts

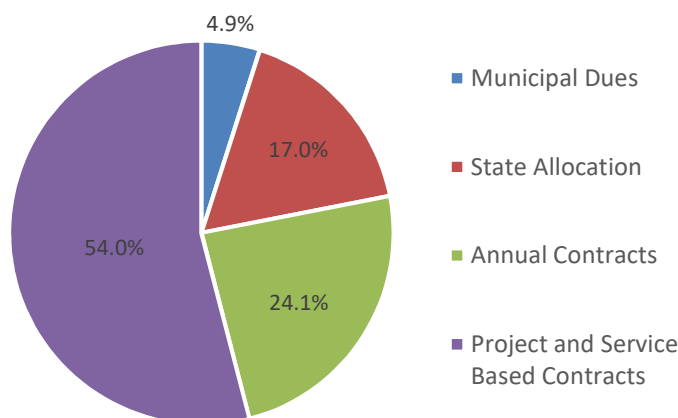
CVRPC uses project-based contracts to support local efforts or regional implementation priorities. These one-time grants and contracts further specific planning efforts or implement specific projects with communities.

CVRPC uses fee-for-service arrangements to support intermunicipal efforts, such as the Wrightsville Beach Recreation District, and to provide technical services to small non-profits that further local and regional goals. The majority of fee-for-service arrangements are for bookkeeping and administrative services.

For FY20, CVRPC's funding by type was:

27

CVRPC Funding By Type



## Getting to Know the Organization

### *The Board of Commissioners*

CVRPC is governed by a Board of Commissioners and functions with a professional staff. Standing and special committees complement the work performed by the Board. An overview of how the Commission is formed and operates is provided below. Committee responsibilities and membership and a description of current staff are included on the Commission's website at [www.centralvtplanning.org](http://www.centralvtplanning.org). Contact information for Commissioners is included in Appendix C.

#### **The Board of Commissioners**

The Board of Commissioners is composed of one representative from each of the Commission's 23 member municipalities. The municipality's locally elected legislative body (Selectboard or City Council) may appoint a Commissioner and an Alternate Commissioner, who votes in the Commissioner's absence. CVRPC requires annual certification of the appointment.

Alternate Commissioners provide a voice for the municipality when the appointed Commissioner is unable to participate in meetings. Commissioners can facilitate participation by Alternates by:

- encouraging alternates to attend Commission meetings;
- linking alternates to Commission committees and workgroups;
- regularly conveying updates;
- helping them understand their duties;
- insuring they are provided with all information that a Commissioner receives; and
- briefing them when they will be the voting member at a Commission meeting.

CVRPC member municipalities include:

❖ Barre City	❖ East Montpelier	❖ Northfield	❖ Washington
❖ Barre Town	❖ Fayston	❖ Orange	❖ Waterbury
❖ Berlin	❖ Marshfield	❖ Plainfield	❖ Williamstown
❖ Cabot	❖ Middlesex	❖ Roxbury	❖ Woodbury
❖ Calais	❖ Montpelier	❖ Waitsfield	❖ Worcester
❖ Duxbury	❖ Moretown	❖ Warren	

Annually, the Nominating Committee recommends to the Board of Commissioners a Chair, Vice-Chair, Secretary, and Treasurer. Officers are elected by a majority vote and announced at the

1 annual meeting. You can learn more about this in the Bylaws section in Appendix A.

## 3 **Board Meetings**

4 Meetings follow an established agenda. Vermont Open Meeting Law no longer allows for agenda  
5 items previously described as “Other Business”. Vermont Open Meeting Law no longer allows for  
6 agenda items previously described as “Other Business”. To add an item to the agenda, contact  
7 either the Chair or the Executive Director at least ten (10) days prior to the meeting date. While  
8 meeting agendas may be amended at the start of any meeting, arranging time in advance of the  
9 meeting helps insure adequate time is dedicated to discussion of each topic.

10  
11 Meetings of the Board of Commissioners occur the second Tuesday of each month and begin at  
12 6:30 pm. Committee meetings are scheduled individually. All meetings of the Commission, its  
13 committees, and any workgroups are open for public attendance. Meetings of the CVRPC Board of  
14 Commissioners and Committees established by the Commissions - whether standing, advisory, or  
15 project related - are subject to Vermont’s Open Meetings Law. You can read more about the Open  
16 Meetings Law in Appendix F.

17  
18 The Commission uses Roberts Rules of Order to guide discussion and decision making during its  
19 meetings. While the procedures associated with Roberts Rules can seem awkward initially, they are  
20 designed to ensure that everyone has a chance to participate and to share ideas.

21  
22 When a motion has been made, seconded, and opened for discussion, no other business should be  
23 discussed until action has been taken on the motion before the Commissioners. All Commissioners  
24 are encouraged to add to the discussion of a motion. The Chair makes every effort to ensure that  
25 all members are given the opportunity to speak. Except when otherwise provided by CVRPC’s  
26 Bylaws, meetings and voting are conducted in accord with Vermont Open Meeting Law and *Roberts*  
27 *Rules of Order Newly Revised*. You can learn more about Roberts Rules, including commonly heard  
28 terms and motions, in Appendix F.

## 30 **Committees**

31  
32 CVRPC has two standing committees, Executive and Nominating. It also has seven special  
33 committees: Project Review, Town Plan Review, Regional Plan, Transportation Advisory,  
34 Brownfields Advisory, Personnel Policy Review (a workgroup of the Executive Committee), and  
35 Clean Water Advisory. Project based committees also support Commission work, and generally  
36 dissolve at the project’s conclusion. All standing and advisory committees are governed by Rules of  
37 Procedure adopted by the Board of Commissioners. CVRPC staff members assist the Committees in  
38 all functions as needed.

39  
40 All CVRPC Commissioners and Alternates are encouraged to participate in at least one committee.  
41 Committee descriptions and member information is available on the Commission’s website.

## Standing Committees

### Executive Committee

The Executive Committee consists of the Commission's four officers and three other Commissioners elected by the Board of Commissioners at the May meeting. Vacancies on the Executive Committee are filled by the Board at its next meeting, except for the Chair and Vice Chair, which are reappointed within two meetings of the Board of Commissioners.

#### Key Duties

- ❖ Carry out all decisions and instructions of the Board.
- ❖ Recommend or take action on policy issues affecting the region and its municipalities.
- ❖ Act on behalf of the Board in the absence of a quorum of the Board.
- ❖ Keep the resources of the Commission in line with its work program and budget.
- ❖ Determine and approve Board meeting agendas.
- ❖ Execute other actions as outlined in a policy adopted by the Board.

### Nominating Committee

The Nominating Committee consists of at least three (3) members appointed by the Board. The appointments are on a rotating basis, and a Commissioner may not serve two successive terms.

#### Key Duties

- ❖ Nominate candidates for the Executive Committee for election by the Commission.

## Special Committees

CVRPC has seven special committees: Project Review, Town Plan Review, Regional Plan, Transportation, Brownfields, Personnel Policy Review, and Clean Water.

### Project Review Committee

The Project Review Committee (PPR) consists of five (5) Commissioners and one (1) Commissioner alternate. Members serve three year staggering terms and are appointed by the Board. The Chair is elected from the committee by its members.

#### Key Duties

- ❖ Evaluate Act 250 (10 V.S.A. Chapter 151) and Section 248 (30 V.S.A. Chapter 5) projects and make a determination of project conformance with the Regional Plan.
- ❖ Provide input and recommendations for projects with Significant Regional Impact.
- ❖ Solicit input from other parties as needed to gather information and render a decision.
- ❖ Evaluate potential cumulative impacts for projects.
- ❖ Provide guidance on amendments or changes to Substantial Regional Impact criteria.

### Town Plan Review Committee

The Town Plan Review Committee consists of five (5) members of the Board of Commissioners. Members serve one year terms and are appointed annually by the Board. The Chair is elected from the committee by its members.

#### Key Duties

- ❖ Review municipal plans for conformance to statutory requirements and recommend to the Board whether a plan should be approved.
- ❖ Review municipal plans for conformance to enhanced energy planning requirements and recommend to the Board whether a plan should receive a Certificate of Energy Compliance.
- ❖ Review each municipality's planning process and recommend to the Board whether it should be confirmed.
- ❖ Provide guidance to municipalities about future plan updates and ways to strengthen planning efforts.

#### Regional Plan Committee

The Regional Plan Committee consists of five (5) members of the Board of Commissioners. Members serve two year terms and are appointed by the Board. The Chair is elected from the committee by its members.

#### Key Duties

- ❖ Develop and recommend updates to the Regional Plan.

#### Transportation Advisory Committee

The Transportation Advisory Committee (TAC) consists of one representative from each of CVRPC's 23 member municipalities. Members are appointed by the local legislative body of the municipality. TAC members serve at the pleasure of the municipality. CVRPC requires annual certification of the municipality's appointment. The Chair is elected from the committee by its members.

#### Key Duties

- ❖ Recommend a Transportation Planning Initiative (TPI) work program and budget to the Executive Committee.
- ❖ Prioritize transportation studies funded by the Commission's TPI program.
- ❖ Develop and recommend the Regional Plan transportation element.
- ❖ Prioritize state-funded transportation projects as requested by VTTrans.

#### Brownfields Advisory Committee

The Brownfields Steering Committee consists of five (4) Commissioners plus one alternate, one representative each from the Central Vermont Economic Development Corporation and the VT Department of Health, and five (5) members representing housing, real estate, finance, at-risk populations, and the environment. Members serve two year terms and are appointed by the Board. The Chair is elected from the committee by its members.



### Key Duties

- ❖ Oversee CVRPC's Brownfields Program.
- ❖ Prioritize brownfield sites for assessment.
- ❖ Participate in hiring contractors.
- ❖ Recommend brownfield-related policy.
- ❖ Participate in public outreach.

### Personnel Policy Review Committee

The Personnel Policy Review Committee is a sub-committee of the Executive Committee. It consists of three (3) Commissioners. Members serve one year terms and are appointed by the Executive Committee. The Chair is elected from the Committee by its members.

### Key Duties

- ❖ Recommend updates to CVRPC's personnel policies.

### Clean Water Advisory Committee

The Clean Water Advisory Committee consists of 13 members:

- 3 members of the Board of Commissioners and 1 Alternate
- 5 Representatives of the region's municipalities
- 1 Representative of the Vermont Agency of Natural Resources (ex-officio, non-voting)
- 1 Representative of the Winooski Natural Resource Conservation District
- 1 Representative of the Friends of the Winooski River
- 1 Representative of the Friends of the Mad River
- 1 Interested stakeholder

Members serve two year terms and are appointed by the Board or by named organizations. The Chair is elected from the Committee by its members.

### Key Duties

- ❖ Recommend the actions, policies, and direction CVRPC should take with regards to water quality, such as the Lake Champlain Total Maximum Daily Load (TMDL) Plan, Tactical Basin Plans, and the Regional Plan.

## **Staff**

CVRPC maintains a permanent professional staff and may employ temporary staff with the approval of the Executive Committee. All Commission staff work to integrate CVRPC's planning and implementation programs. These programs currently include:

- ❖ land use,
- ❖ transportation,
- ❖ emergency preparedness and hazard mitigation,
- ❖ natural resources (water quality, agriculture, forest integrity, mineral resources), and

- ❖ community development (brownfields, housing, infrastructure, healthy communities, economic planning, energy, etc.).

Each position has a job description. Some positions have a major program focus in one or more areas. You can find a list of current CVRPC staff, their backgrounds, and current roles on the Commission's website. Staff contact information is included in Appendix D.

#### Executive Director

The Director most often works with municipal leadership and State and Federal agency leadership from department/division heads to Agency Secretaries. The Director is CVRPC's representative on statewide organizations and to the Legislature. Key duties include:

- ❖ Translates Board policy into programs, plans, and actions.
- ❖ Ensures that the CVRPC is responsive to its municipalities and other stakeholders.
- ❖ Is responsible for overall management and long-range organizational planning.

#### Program Manager

Program Managers are senior planning staff with additional management responsibilities. In addition to the Senior Planner role, they may work with State and Federal agency leadership including department/division heads and Commissioners. They may represent CVRPC on boards or committees of other organizations. In addition to Senior Planner duties, key duties include:

- ❖ Supervise one or more staff.
- ❖ Manage and staff one or more program areas.
- ❖ Develop program budgets and work plans.

#### Senior Planner

Senior Planners carry out and manage major projects and coordinate core programs. They also conduct policy analysis and regional studies. Senior Planners most often work with municipal staff and volunteers, Commissioners, and State and Federal agency program staff. They may represent CVRPC or RPCs on state policy working groups. Key duties include:

- ❖ Carry out and manage complex planning studies.
- ❖ Review development proposals.
- ❖ Develop project budgets and work plans.
- ❖ Administer bidding processes and manage consultants and contracts.
- ❖ Supervise the project work of one or more staff.

#### Planner

Planners assist municipalities with planning activities and implement projects. Planners most often work with municipal staff and volunteer boards and support CVRPC committees. They may represent CVRPC on working groups for state projects. Key duties include:

- ❖ Assist municipalities and committees with local and regional projects and programs.
- ❖ Support more senior staff with project and program work.
- ❖ Coordinate planning studies.
- ❖ Develop less complex project budgets and work plans.
- ❖ Administer bidding processes and manage consultants and contracts with oversight.

#### Assistant Planner

Assistant Planners work with other planning staff to implement projects and programs of the Commission. Assistant Planners most often work with other CVRPC staff, municipal staff and volunteers, and staff at other regional organizations. Key duties include:

- ❖ Gather and maintain data and statistics.
- ❖ Participate in analysis and interpretation of data and trends.
- ❖ Compile information and make recommendations on special studies.
- ❖ Research and draft documents and prepare graphic displays for review by more senior staff.
- ❖ Assist with grant writing.

#### Planning Technician

Planning Technicians are interns who conduct field work or support other planning staff. Planning Technicians most often work with CVRPC staff and may work with municipal staff. Key duties include:

- ❖ Provide data collection, research, writing, and meeting support to CVRPC planners.
- ❖ Prepare maps and planning reports of limited or variable complexity.
- ❖ Produce sketches and renderings of limited or variable complexity.

#### Office Manager

The Office Manager is responsible for insuring the smooth operation of the Commission's office. The Office Manager works with CVRPC staff and service providers. Key duties include:

- ❖ Review and develop office operating procedures and policies.
- ❖ Maintain office insurance and worker's compensation records.
- ❖ Research and coordinate employee benefit packages.
- ❖ Complete ordering and purchasing.
- ❖ Carry out mailings and communications.
- ❖ Oversee the operation and maintenance of office equipment.

#### Finance Manager

The Commission currently contracts for accounting services.

## Roles and Responsibilities of Commissioners

### *The Role of the Citizen Planner*

As a citizen planner, you can look forward to a rich and challenging experience! Your role is important, and the public trust is invested in you.

Being an effective Commissioner requires you to get involved in your community, be informed, communicate with your Selectboard/City Council, and use common sense, fairness, and objectivity in all of the decisions that come before you. It is your responsibility to balance the public good with private rights and interests. Most of all, this Board makes decisions that impact an entire region, so it is important to be able to “think regionally” even though you are representing a municipality.

To understand what “regional planning” is, it helps first to understand that a “region” is a set of places that share common features or characteristics so that they relate to each other in one or more significant ways. These relationships may be defined by a specific geography (i.e. Washington County), a common natural resource (such as a watershed), a feature of the built-environment (such as a highway corridor), or a non-physical social, economic, or political feature (such as a housing market area).

Each place in a region is interrelated with the other places in the region. Consequently, it is challenging for any one place to successfully address a regional concern without considering what is happening in the region’s other places. By understanding what is happening in the entire region and coordinating local actions, a region’s places can address opportunities and problems more effectively and efficiently.

### **Commissioner Roles**

Commissioners have three main roles: policy setting, stewardship, and advocacy. Commissioners are legally responsible for the Commission and its actions.

#### **Policy Setting**

##### Establish Policy

- ❖ Define and oversee the vision and mission of the organization and keep it relevant to the needs of the region.

- ❖ Focus on the common good of the region, not just your individual community.
- ❖ Set policies that guide the board to run effectively, legally, and ethically.
- ❖ Recognize and define policy decisions as those that affect the region as a whole.
- ❖ Establish policy and governance frameworks that allow staff to implement the vision and priorities of the Board.

#### Nurture a Vision

- ❖ Establish a shared vision, sense of mission, and common goals at the board level and be able to articulate them to others.
- ❖ Take the long-term view with incremental performance measures to evaluate progress.
- ❖ Provide direction through strategic planning to establish long-term goals and objectives.

### **Stewardship**

#### Establish a Partnership with the Executive Director

- ❖ Set guidelines for authority, responsibility, and accountability of the Executive Director.
- ❖ Provide support as necessary for management to succeed in advancing Board goals and policies.
- ❖ Understand that the Board and Commission are not the same as a local government.

#### Ensure the Financial Integrity of the Organization

- ❖ Develop a financial vocabulary.
- ❖ Have a firm understanding of the financial condition of the organization.
- ❖ Conduct an annual financial audit using a reliable outside firm.
- ❖ Monitor financial outcomes and performance.

### **Advocacy**

#### Communicate Effectively

- ❖ Meet at least 1-2 times per year with your Selectboard/City Council and Planning Commission. (Staff can assist you with points of discussion and accompany you.)
  - Update them on the issues and decisions facing the region and seek input.
  - Learn about local challenges and successes and relay their comments and perspectives back to the Board.
- ❖ Conduct regular outreach and feedback sessions with the public.
- ❖ Don't limit your input and feedback to only Commissioners.
- ❖ Provide constructive and timely feedback.
- ❖ Respect the diversity of thoughts and opinions.
- ❖ Speak for the Board and CVRPC only when authorized to do so.

## *Participating Responsibly*

### **Commit the Time Necessary to Serve on the Board**

- ❖ Prepare for all meetings thoroughly by reading the meeting packet.
- ❖ Attend each meeting of the board.
- ❖ Participate in Board retreats.
- ❖ Serve on at least one committee.
- ❖ Share ideas for CVRPC support to your municipality and for regional activities.
- ❖ Get to know and mentor new Commissioners.

### **Understand Your Role as a Leader of this Organization**

- ❖ Know and help shape the organization's vision, mission, goals, products, and services.
- ❖ Participate in statewide and regional activities of the organization.
- ❖ Promote decisions and solutions in the best interest of the region and the organization.
- ❖ Ask informed, thoughtful questions.
- ❖ Respect the confidentiality of the Board's business.
- ❖ Think regionally even when you act locally.
- ❖ Evaluate performance at all levels including your own and the Board's.
- ❖ Be a goodwill ambassador for the organization at the local, regional, and state levels.
- ❖ Do NOT micromanage the day-to-day operations of the organization. Work at the Board level, not at the staff level.

### **Maintain the Integrity of the Board and Organization**

- ❖ Hold the organization to a high, ethical standard and monitor its performance regularly.
- ❖ Keep local politics in perspective relative to regional needs and priorities.
- ❖ Follow the conflict of interest policy.
- ❖ Don't pursue special privileges.
- ❖ Develop trust.
- ❖ Listen carefully and considerately to others and maintain an open mind.
- ❖ Focus on solving problems and achieving positive results for the region.
- ❖ Be familiar with Vermont Open Meeting Law.

During your term, you will become conversant in planning lingo: new terms, acronyms, and legal citations such as Act 250, SRI, ACCD will be rolling off your tongue. There will be a virtual alphabet soup of just the acronyms. Never be afraid to ask for explanations of terms.

You will form new relationships with other boards and commissions; you will learn to write legally

1 binding policies; and you will have the opportunity to influence decision making that may stand for  
2 decades.

3  
4 There will be times when your decisions, in whole or in part, may not be popular. Some of these  
5 may be challenged in court or written up in the local paper. You'll be thought of as a villain by some  
6 and a hero by others, and the tides can change easily.

7  
8 The learning curve can be steep. Take advantage of training sessions offered at Commission  
9 meetings, by CVRPC, or by the State to learn about general planning issues and technical topics  
10 which will be the underpinning of your decision making process.

## Planning Basics

Planning can address just about any issue of local or regional concern. In Vermont, planning is performed collaboratively by the State, RPCs, and municipalities. Laws define how this collaboration is to work, specifying different responsibilities for each level of government. This means that the regional planning undertaken by each RPC is intended to be different from the planning undertaken by municipalities and the State.

The regional planning commission is the primary body responsible for planning for the region, with the culmination of that planning documented in the regional plan. The regional planning commission or other groups may also prepare plans on specific topics, for instance, Downstreet Housing and Community Development may develop a plan for housing or the Central Vermont Solid Waste Management District may develop a plan for solid waste.

Planning can be divided into three steps:

1. **Planning** where the visions and goals of the community or region are discussed and established and a means of achieving the goals are determined. 50% of CVRPC's work is planning.
2. **Project development** where the vision or ideas of a planning effort is further developed to insure they fit with on-the-ground conditions. Project development may include focused studies or plans that further refine a concept.
3. **Implementation** where the goals from the planning and project development stages are brought to reality through projects or regulations. CVRPC may assist local or state government with project implementation by being the funding applicant or project manager for a local or intermunicipal project or administering state implementation funding.

## Regional Planning

Planning for an entire region is especially challenging. While we all agree that the Central Vermont Region should be a "great place to live, work, and play," there are myriad visions of exactly what this means and which actions we should undertake to achieve this goal. CVRPC is designated statutorily as the region's official forum for developing public consensus on the future of the Central Vermont.



Regional planning performed by RPCs is at an intermediate level between the local planning performed by municipalities and the general planning performed by the State. As a consequence, the regional planning responsibilities of RPCs are intended primarily to promote the coordination and collaboration of planning activities, both between member municipalities of RPCs and between those municipalities and the State.

The Legislature calls upon each RPC to fulfill eighteen duties (Appendix E). The majority of an RPC's work usually is dedicated to six of these duties:

1. Promote cooperation,
2. Assist and advise municipalities,
3. Prepare a regional plan,
4. Review proposed State capital expenditures for compatibility with the regional plan,
5. Aid in Act 250 and Section 248 reviews of proposed developments and proposed utilities and telecommunications facilities, and
6. Confirm municipal planning programs and approve municipal plans.

To fulfill these responsibilities, the Legislature empowered each RPC to exercise certain powers (Appendix E) including but not limited to:

1. Prepare studies, plans, and recommendations on a broad set of issues,
2. Retain staff and consultant assistance, enter upon land with the prior approval of the owner to make examinations and surveys, hold public hearings, and require municipalities and the State to provide information,
3. Carry out, with the cooperation of member municipalities, programs for the appropriate development and use of the region's physical and human resources, and
4. Perform other acts or functions that the RPC deems to be necessary or appropriate.

The Central Vermont Regional Planning Commission carries out programs to affect these outcomes:

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

- ❖ Water quality is improved.
- ❖ Natural systems are effectively sustained with consideration of community and health impact.

### ***Regional Planning Services***

The Central Vermont Region has a diverse mix of municipalities, with populations ranging from 691 to 6,092. Some municipalities have professional planning staff, and others do not. CVRPC provides professional assistance for all municipalities. Assistance comes in the form of services funded by CVRPC at the request of one or more municipalities, by a municipality hiring CVRPC as a consultant or service provider, through responsibilities delegated to RPCs by the Legislature or through services requested by State agencies.

CVRPC provides planning and implementation services, such as:

#### **Municipal Plan and Bylaw Updates**

CVRPC acts as a cost effective professional planning staff for municipalities. Current plans and bylaws are essential for smooth state and local permitting. CVRPC works with communities to adopt or update bylaws, including flood hazard regulations, form-based code, zoning, and subdivisions.

#### **Geographic Information Services (GIS)**

In addition to enhancing our own work, CVRPC provides its municipalities, state agencies, and regional groups with mapping and data analysis in support of their projects.

#### **Transportation Planning and Project Development**

CVRPC coordinates the Transportation Planning Initiative (TPI) in Central Vermont for the Vermont Agency of Transportation. The TPI is designed to meet federal requirements to ensure local involvement in transportation decision making, and provides local and regional services such as intersection studies, corridor plans, and traffic counts. CVRPC also completes transportation inventories and assists municipalities to build transportation capital budgets. Recently, RPCs began acting as administrators for state clean water funds aimed at municipal transportation infrastructure improvements.

#### **Watershed Planning and Project Development**

CVRPC works with the Agency of Natural Resources to complete river assessments, which result in better and safer growth management decisions, help municipalities identify areas prone to erosion and damage from floods, assist communities with erosion and stormwater management, and ensure river corridor projects are designed to be their most effective. Recently, RPCs began acting as administrators for state funds aimed at high priority, non-agricultural clean water construction projects.

**Working Landscape Planning and Project Development**

CVRPC works with municipalities, other regional organizations, and state agencies to complete forest, soil, and other assessments and projects aimed at using and maintaining Central Vermont's working landscape.

**Grant Writing and Management**

CVRPC assists local and regional groups and state agencies with identifying appropriate grant sources, defining a project scope, writing grant applications, and managing grant-funded projects. Staff have experience in all types of grants from Community Block Grant (CDBG) applications to federal disaster mitigation grants and private foundations.

**Emergency Response Planning**

CVRPC works with Vermont Emergency Management, local emergency service responders, and municipalities to coordinate local and regional emergency response and hazard mitigation planning. CVRPC works with Local Emergency Planning Committee 5 to complete exercises and training to better prepare our state for disasters.

**Brownfield Redevelopment**

CVRPC has been awarded over \$800,000 for this community development initiative. Environmental site assessments allow properties to be sold, developed, or re-developed in ways that benefit the local and state economy, create or protect jobs, and increase housing opportunities.

**Regional Plans**

CVRPC coordinates planning at the regional level through the development, adoption, and administration of a comprehensive regional plan and related studies. The Regional Plan guides investment decisions of the public and private sectors.

**Special Projects**

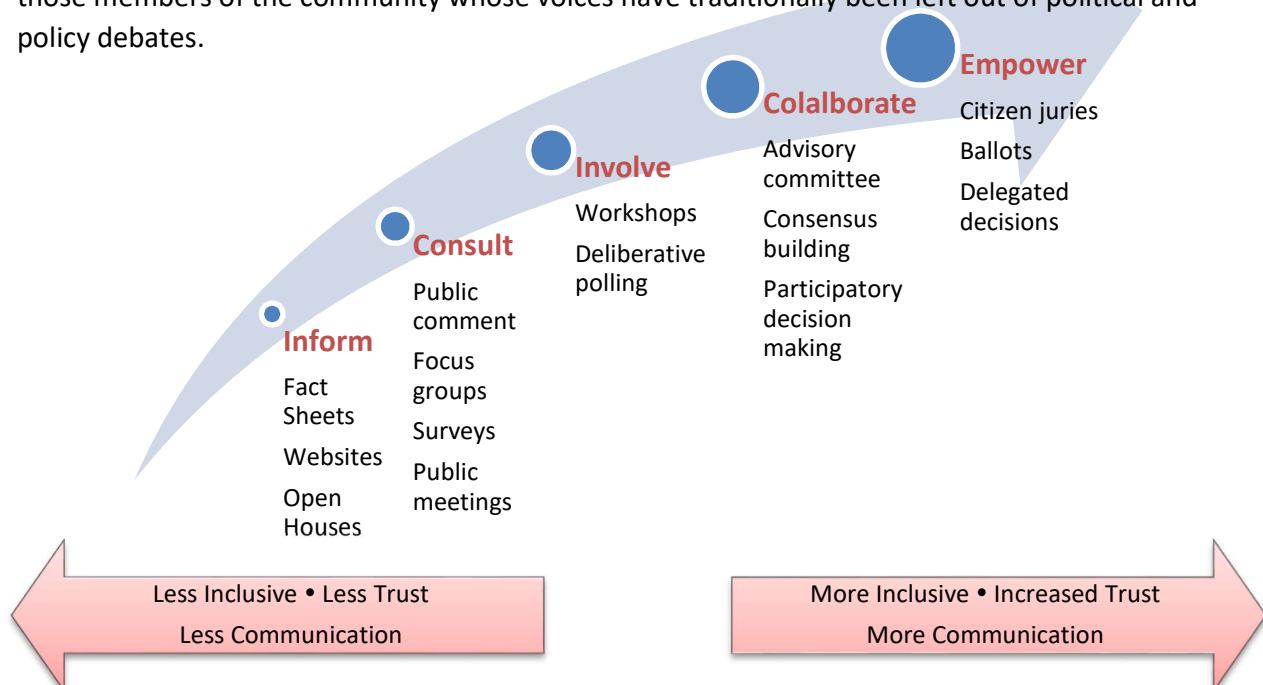
CVRPC also works on special projects such as downtown revitalization, recreation paths, farmland preservation, economic development, energy, capital planning, and affordable housing projects.

## The Importance of Public Engagement

Community planning and regional planning enable people with different outlooks and awareness to learn about important and sometimes controversial matters, to agree on common objectives, and to collaborate on undertaking coordinated agendas of actions. Planning by public bodies strives to engage people not only because our laws and democratic traditions require it, but also because public engagement makes planning better. Planning that engages affected people, communities, and organizations promotes:

- ❖ Greater understanding of key facts,
- ❖ Deeper and more widespread appreciation of divergent views,
- ❖ Increased consensus on important goals and objectives, and
- ❖ Improved collaboration in undertaking complicated sequences of interrelated actions.

Public engagement entails more than hosting public hearings/meetings. Engagement includes listening to, developing an understanding of, and interacting with people who are not commonly considered “stakeholders”. Effective public engagement invites average citizens to get involved in deliberation, dialogue and action on public issues that they care about. And, it helps leaders and decision makers better understand the perspectives, opinions, and concerns of citizens and stakeholders. When done well, public engagement goes far beyond the “usual suspects” to include those members of the community whose voices have traditionally been left out of political and policy debates.



1

2

### 3 **Appendix A: Bylaws**

4

5

6 Printed version of this Handbook includes current bylaws. The web version provides it as a separate  
7 document.

1

2

## 3 **Appendix B: Code of Conduct & Conflict of Interest Policy**

4

5

6 Printed version of this Handbook includes current Policy. The web version provides it as a separate  
7 document.

8

## Appendix C: Commissioner Contact Information

(contact info will be updated)

Municipality	Commissioner Name	Telephone	Email Address
Barre City	Janet Shatney	476-0245	<a href="mailto:jshatney@barrecity.org">jshatney@barrecity.org</a>
Barre Town	Byron Atwood	479-1088	<a href="mailto:byron@eamesoffice.com">byron@eamesoffice.com</a>
	Mark Nicholson, Alt.	476-4250	<a href="mailto:mnicholson@nicomcoatings.com">mnicholson@nicomcoatings.com</a>
Berlin	Robert Wernecke	485-8793	<a href="mailto:rwernecke@hotmail.com">rwernecke@hotmail.com</a>
	Karla Nuissl, Alt.	828-2963	<a href="mailto:karla.nuissl@vermont.gov">karla.nuissl@vermont.gov</a>
Cabot	Amy Horblas	246-3083	<a href="mailto:amyhornblas@gmail.com">amyhornblas@gmail.com</a>
	Jackie Folsom, Alt.	426-3579	
Calais	John Brabant	229-9870	<a href="mailto:calaissbjohn@gmail.com">calaissbjohn@gmail.com</a>
	Janice Ohlsson, Alt.	456-8730	<a href="mailto:jgohlsson@gmail.com">jgohlsson@gmail.com</a>
Duxbury	Alan Quackenbush	244-7512	<a href="mailto:aqbogs@myfairpoint.net">aqbogs@myfairpoint.net</a>
	Vacant, Alt.		
E. Montpelier	Julie Potter	262-6119	<a href="mailto:julianapotter@yahoo.com">julianapotter@yahoo.com</a>
	John Pauly, Alt.	223-7539	
Fayston	Karl Klein		
	Vacant, Alt.		
Marshfield	Robin Schunk		
	Vacant, Alt.		
Middlesex	Ronald Krauth	229-5496	<a href="mailto:rakrauth@gmavt.net">rakrauth@gmavt.net</a>
	Vacant, Alt.		
Montpelier	Kirby Keeton	505-5274	<a href="mailto:kirbykeeton@gmail.com">kirbykeeton@gmail.com</a>
	Mike Miller, Alt.	223-9506	<a href="mailto:mmiller@montpelier-vt.org">mmiller@montpelier-vt.org</a>
Moretown	Dara Torre	496-9786	<a href="mailto:daratorre@gmail.com">daratorre@gmail.com</a>
	Joyce Manchester, Alt.		
Northfield	Laura Hill-Eubanks	485-6277	<a href="mailto:lhilleub@mindspring.com">lhilleub@mindspring.com</a>
	Vacant, Alt.		
Orange	Lee Cattaneo	454-8435	<a href="mailto:cattaneo241@msn.com">cattaneo241@msn.com</a>
	Vacant, Alt.		
Plainfield	Bram Towbin	476-5789	<a href="mailto:hihoau@gmail.com">hihoau@gmail.com</a>
Plainfield	Jim Volz, Alt.		
Roxbury	Gerry D'Amico	485-5590	<a href="mailto:jerrydamico@tds.net">jerrydamico@tds.net</a>
	Vacant, Alt.		
Waitsfield	Don La Haye	583-2902	<a href="mailto:donlahaye@madriver.com">donlahaye@madriver.com</a>
	Harrison Snapp, Alt.	496-2280	<a href="mailto:3ursus@accessvt.com">3ursus@accessvt.com</a>

Municipality	Commissioner Name	Telephone	Email Address
Warren	Alison Duckworth		
	J. Michael Bridgewater, Alt.		
Washington	Peter Carbee		
	Vacant, Alt.		
Waterbury	Steven Lotspeich	244-1012	<a href="mailto:slotspeich@waterburyvt.com">slotspeich@waterburyvt.com</a>
	Vacant, Alt.		
Williamstown	Richard Turner		
	Jacquiline Higgins, Alt.	433-6671	<a href="mailto:twnmgr@williamstownvt.org">twnmgr@williamstownvt.org</a>
Woodbury	Michael Gray	456-1983	<a href="mailto:grhayes1956@comcast.net">grhayes1956@comcast.net</a>
	Vacant, Alt.		
Worcester	Bill Arrand		<a href="mailto:arrand@myfairpoint.net">arrand@myfairpoint.net</a>
	Vacant, Alt.		



## Appendix D: Staff Contact Information

### *Central Vermont Regional Planning Commission*

Address: 29 Main Street, Suite 4, Montpelier, VT 05602

Phone Number: (802) 229-0389

Fax Number: (802) 223-1977

General email: [cvrpc@cvrpcvt.com](mailto:cvrpc@cvrpcvt.com)

Website: [www.centralvtplanning.org](http://www.centralvtplanning.org)

Position	Staff Member	Primary Program Area	Email
Executive Director	Bonnie Waninger		<a href="mailto:waninger@cvregion.com">waninger@cvregion.com</a>
Office Manager	Nancy Chartrand		<a href="mailto:Chartrand@cvregion.com">Chartrand@cvregion.com</a>
Program Manager	Dan Currier	Transportation	<a href="mailto:currier@cvregion.com">currier@cvregion.com</a>
Senior Planner	Pam DeAndrea	GIS & Natural Resources	<a href="mailto:deandrea@cregion.com">deandrea@cregion.com</a>
Senior Planner	Clare Rock	Land Use & Brownfields	<a href="mailto:rock@cvregion.com">rock@cvregion.com</a>
Planner	Ashley Andrews	GIS & Transportation	<a href="mailto:andrews@cvregion.com">andrews@cvregion.com</a>
Assistant Planner	Vacant	Emergency Management	
Assistant Planner	Zachary Maia	Land Use & Energy	<a href="mailto:maia@cvregion.com">maia@cvregion.com</a>
Planning Technician	Ashlynn Shanahan	Transportation	<a href="mailto:Planningtechnician@cvregion.com">Planningtechnician@cvregion.com</a>

CVRPC currently contracts for accounting services.

## Appendix G: Vermont Statutes

The legal basis and powers for Central Vermont Regional Planning Commission as the region's regional planning commission stem from Vermont laws as stipulated in the Vermont Planning and Development Act (24 V.S.A. § 4301 et seq., as amended, 24 V.S.A. § 4345 et seq.).

The Vermont Statutes Online is an unofficial copy of the Vermont Statutes Annotated. Available at <https://legislature.vermont.gov/statutes/>, it provides a quick reference to aspects of statute relating to regional planning commission.

### ***Title 24: Municipal and County Government***

#### **Chapter 117: MUNICIPAL AND REGIONAL PLANNING AND DEVELOPMENT**

##### ***Sub-Chapter 3: Regional Planning Commissions***

[§ 4341 Creation of regional planning commissions](#)

[§ 4341a Performance grants for regional planning service](#)

[§ 4342 Regional planning commissions; membership](#)

[§ 4343 Appointment, term and vacancy; rules](#)

[§ 4344 Repealed. 2009, No. 146 \(Adj. Sess.\), § G5.](#)

[§ 4345 Optional powers and duties of regional planning commissions](#)

[§ 4345a Duties of regional planning commissions](#)

[§ 4345b Intermunicipal service agreements](#)

[§ 4346 Appropriations](#)

[§ 4347 Purposes of regional plan](#)

[§ 4348 Adoption and amendment of regional plan](#)

[§ 4348a Elements of a regional plan](#)

[§ 4348b Readoption of regional plans](#)

[§ 4349 Regional plan; adoption by municipality](#)

[§ 4350 Review and consultation regarding municipal planning effort](#)

[§ 4351 Review by Commissioner of Housing and Community Development](#)

[§ 4352 Optional determination of energy compliance; enhanced energy planning](#)

Printed version of this Handbook includes §4345, §4345a, and §4347 in their entirety.

## Appendix H: Resources

There are a number of resources available to help you become acquainted with CVRPC.

- ❖ Veteran Commissioners are an invaluable resource for new recruits.
- ❖ Talk with your predecessor, other Commissioners, and members of CVRPC.
- ❖ Staff can help you connect with other Commissioners who share similar interests and concerns, as well as provide administrative and technical support to the organization in order to fulfill the mission and vision. Get to know staff and other Commissioners and partner with them as you fulfill your duties on the board. Carpooling to meetings with other Commissioners, speaking with locally elected officials, and joining Committees give additional opportunities for preparation and review. Contact information for staff and Commissioners are listed in Appendices E and F.
- ❖ Reading through the Regional Plan, as well as local municipal plans, will help familiarize you with the goals and policies of each community as well as the direction CVRPC sets for the region. Copies of local plans and the regional plan are available on our website, [www.centralvtplanning.org](http://www.centralvtplanning.org). Printed copies are available upon request.
- ❖ Staying tuned in to current events in your community, neighboring communities, and across the state will help strengthen your understanding of the context in which local and regional planning occurs.
- ❖ The following pages include additional resources to help you succeed in your role as a Regional Commissioner:
  - Abbreviations & Acronyms
  - Roberts Rules of Order
    - Commonly Heard Terms
    - Roberts Rules Cheat Sheet
  - A Guide to Open Meetings

## Abbreviations & Acronyms

Acronym	Explanation
604b	A grant program established under Section 604b of the federal Clean Water Act
AAP	Accepted Agricultural Practices
ACCD	Agency of Commerce and Community Development
ACRPC	Addison County Regional Planning Commission
AHS	Agency of Human Services
AMP	Accepted Management Practices (for silviculture)
ANR	Agency of Natural Resources (sometimes referred to as VANR or VT ANR)
AO	Administrative Officer
AOT	Agency of Transportation (also referred to as VTrans)
APA	American Planning Association
BAC	Brownfields Advisory Committee
BADC	Barre Area Development Corporation
BBL	Brown Bag Lunch
BCRC	Bennington County Regional Commission
BEOP	Basic Emergency Operations Plan (also referred to as LEOP)
BGS	Buildings and General Services (State of Vermont)
BMP	Best Management Practices
BOA	Board of Adjustment
BR	Better Roads Program
CCMPO	Chittenden County Metropolitan Planning Organization
CCRPC	Chittenden County Regional Planning Commission
CCTA	Chittenden County Transit Authority (operates as GMT)
CDBG	Community Development Block Grant
CERT	Community Emergency Response Team
COOP	Continuity of Operations Plan
CRS	Community Rating System
CVCC	Central Vermont Chamber of Commerce
CVEDC	Central Vermont Economic Development Corporation
CVRPC	Central Vermont Regional Planning Commission
CVMC	Central Vermont Medical Center
CVSWMD	Central Vermont Solid Waste Management District
CVTA	Cross Vermont Trail Association
CWA	Vermont Clean Water Act
CWBG	Clean Water Block Grant
CWI	Clean Water Initiative
DAD	Department of Aging and Disabilities
DEC	Department of Environmental Conservation
DFPR	Department of Forests, Parks and Recreation (also referred to as FPR)

Acronym	Explanation
DFW	Department of Fish and Wildlife (also referred to as F&W)
DHCD	Department of Housing and Community Development
DOJ	Department of Justice
DOL	Department of Labor
DPS	Vermont Department of Public Safety
DRB	Development Review Board
EC	Executive Committee
EDA	Economic Development Administration (US)
EDC	Economic Development Corporation
EMC	Emergency Management Coordinator
EMD	Emergency Management Director
EMPG	Emergency Management Performance Grant
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
ERP	Ecosystem Restoration Program
F&W	Department of Fish and Wildlife (also referred to as DFW)
FEMA	Federal Emergency Management Agency
FMR	Friends of the Mad River
FPF	Front Porch Forum
FPR	Department of Forests, Parks and Recreation (also referred to as DFPR)
FWR	Friends of the Winooski River
FTE	Full Time Equivalent
GIA	Grants in Aid (also referred to as MGIA)
GIS	Geographic Information Systems
GMT	Green Mountain Transit
GPD	Gallons Per Day
HCA	Vermont Health Care Authority
HMEP	Hazard Mitigation Emergency Planning
HMGP	Hazard Mitigation Grant Program
HSU	Homeland Security Unit
HUD	Housing and Urban Development
INS	Immigration and Naturalization Services
IPP	Independent Power Producer
KSA	Knapp State Airport
Kw	Kilowatt
LCBP	Lake Champlain Basin Program
LCPC	Lamoille County Planning Commission
LEC	Local Exchange Carrier
LEOP	Local Emergency Operations Plan (aka Basic Emergency Operations Plan)
LEMP	Local Emergency Management Plan (replaced LEOPs in 2019)
LEPC	Local Emergency Planning Committee

<b>Acronym</b>	<b>Explanation</b>
LESA	Land Evaluation and Site Assessment
LPG	Liquid Petroleum Gas
MGD	Million Gallons per Day
MGIA	Municipal Grants in Aid (also referred to as GIA)
MOMS	Municipal Officers Management Seminar
MPG	Municipal Planning Grant
MRRMA	Mad River Resource Management Alliance
MRV	Mad River Valley
MRVPD	Mad River Valley Planning District
Mw	Megawatts
NADO	National Association of Development Organizations
NEARC	New England Association of Regional Commissions
NFIP	National Flood Insurance Program
NFLC	Northern Forest Land Council
NFLS	Northern Forest Land Study
NRCS	Natural Resource Conservation Service
NRPC	Northwest Regional Planning Commission
NVDA	Northeastern Vermont Development Association
NWI	National Wetlands Inventory
PC	Planning Commission
PCS	Personal Communications Services
PDM	Pre-Disaster Mitigation
PL	Public Law
Ppm	parts per million (equal to milligrams/liter)
PRC	Project Review Committee
PSB	Vermont Public Service Board (now known as the Public Utilities Commission)
PSD	Vermont Public Service Department
PSD	Public Safety District
PUC	Public Utilities Commission (formerly known as the Public Service Board)
RAP	Required Agricultural Practices
RCT	Rural Community Transportation
RDC	Regional Development Corporation
REC	Regional Energy Credit
RMO	Regional Marketing Organization
RPC	Regional Planning Commission
RRPC	Rutland Regional Planning Commission
RSMS	Road Surface Management Systems
RTP	Long-Range Regional Transportation Plan (also known as LRTP)
SB	Selectboard
SEP	Supplemental Environmental Program or Simplified Employee Pension
SERC	State Emergency Response Committee

<b>Acronym</b>	<b>Explanation</b>
SHMO	State Hazard Mitigation Officer (acronym pronounced “SHH-MOE”)
SHPO	State Historic Preservation Officer (acronym pronounced “SHIP-POE”)
SPA	Source Protection Areas
SWCRPC	Southern Windsor County Regional Planning Commission
TAC	Transportation Advisory Committee
TIP	Transportation Improvement Program
TMDL	Total Maximum Daily Load
TNC	The Nature Conservancy
TOEC	Town Officers Education Conference
TPI	Transportation Planning Initiative
TRORC	Two Rivers-Ottawquechee Regional Commission
USDA	United States Department of Agriculture
USFS	United States Forest Service
VAL	Vermont Adult Learning
VANR	Vermont Agency of Natural Resources (also referred to as ANR)
VAOT	Vermont Agency of Transportation (also referred to as VTrans)
VAPDA	Vermont Association of Planning and Development Agencies
VCDP	Vermont Community Development Program
VCEP	Vermont Comprehensive Energy Plan
VCGI	Vermont Center for Geographic Information
VCIC	Vermont Criminal Information Center
VCIL	Vermont Center for Independent Living
VCRD	Vermont Council on Rural Development
VDH	Vermont Department of Health
VDPS	Vermont Department of Public Safety
VEDA	Vermont Economic Development Authority
VEM	Vermont Emergency Management
VEPC	Vermont Economic Progress Council
VHCB	Vermont Housing and Conservation Board
VLCT	Vermont League of Cities and Towns
VLТ	Vermont Land Trust
VMT	Vehicle Miles Traveled
VNRC	Vermont Natural Resources Council
VPA	Vermont Planners Association
VPSD	Vermont Public Service Department
VRC	Vermont River Conservancy
VSA	Vermont Statutes Annotated
VTP	Vermont Telecommunications Plan
VWA	Vermont Woodlands Association
VTrans	Vermont Agency of Transportation (also referred to as VAOT or AOT)
WBRD	Wrightsville Beach Recreation District

Acronym	Explanation
WHPA	Wellhead Protection Area
WHPP	Wellhead Protection Program
WMZ	Waste Management Zone
WNRCD	Winooski Natural Resource Conservation District
WRC	Windham Regional Commission
ZA	Zoning Administrator
ZBA	Zoning Board of Adjustment

## ***Roberts Rules of Order***

*Roberts Rules of Order* is a guidebook aimed at creating fair and orderly meetings and conventions. It provides common rules and procedures for deliberation and debate to place everyone on the same footing and speaking the same language.

Under Roberts Rules, the conduct of all business is controlled by the general will of everyone in the room - the right of the deliberate majority to decide. Complementary is the right of at least a strong minority to require the majority to be deliberate - to act according to its considered judgment AFTER a full and fair "working through" of the issues involved. Robert's Rules provides for constructive and democratic meetings, to help, not hinder, the business of the assembly. The use of Roberts Rules should never be allowed to intimidate participants or limit full participation.

## **Commonly Heard Terms**

- ❖ **Point of Privilege:** Pertains to noise, personal comfort, etc.
- ❖ **Point of Information:** Used to interrupt a speaking to ask the speaker (or group if the question is related to the speaker's point) a question
- ❖ **Point of Order:** Infraction of the rules, or improper decorum in speaking. Must be raised immediately after the error is made
- ❖ **Divide the Question:** Divides a motion into two or more separate motions (must be able to stand on their own)
- ❖ **Amend:** Inserting or striking out words or paragraphs, or substituting whole paragraphs or resolutions
- ❖ **Withdraw/Modify Motion:** Applies only after question is stated; mover can accept an amendment without obtaining the floor
- ❖ **Refer to Committee:** Send a question or action to a committee for work
- ❖ **Limit Debate:** Closing debate at a certain time, or limiting to a certain period of time
- ❖ **Postpone to a Certain Time:** State the time the motion or agenda item will be resumed
- ❖ **Object:** Objection must be stated before discussion or another motion is stated
- ❖ **Lay on the Table:** Temporarily suspends further consideration/action on pending question; may be made after motion to close debate has carried or is pending



- ❖ **Reconsider:** Can be made only by one on the prevailing side who has changed position or view
- ❖ **Postpone Indefinitely:** Kills the question/resolution for this session - exception: the motion to reconsider can be made this session
- ❖ **Committee of the Whole:** Informal debate as if in committee; this committee may limit number or length of speeches or close debate by other means by a 2/3 vote. All votes are formal.
- ❖ **Suspend the Rules:** Allows a violation of the assembly's own rules (except Constitution); the object of the suspension must be specified

## Roberts Rules Cheat Sheet

Printed version of this Handbook includes the 5-page cheat sheet. The web version provides it as a separate document.

## *A Guide to Open Meetings*

Printed version of this Handbook include the publication. The most recent edition can be found on the Vermont Secretary of State's website at <https://www.sec.state.vt.us/municipal/handbooks-guides/open-government-ethics.aspx>.

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**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Executive Committee**  
**DRAFT MINUTES**  
**June 3, 2019**

Present:

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

Staff: Bonnie Waninger, Nancy Chartrand

**CALL TO ORDER**

Chair J. Potter called the meeting to order at 4:05 pm. Quorum was present to conduct business.

**ADJUSTMENTS TO THE AGENDA**

J. Potter requested B. Waninger update the committee on status of the bylaws before the financial report. Waninger requested time to update the committee on Green Mountain Transit.

**PUBLIC COMMENTS**

None.

**BYLAWS**

B. Waninger advised the bylaws are pending legal review and will be reviewed at the convenience of counsel. She will ask counsel to estimate a date for conclusion of the review.

**FINANCIAL REPORT**

B. Waninger advised the year continues to go well and provided additional detail on the financial report. Significant discussion ensued regarding whether monies over recovered as indirect need to be set aside for future years, and if so, how that will be handled. Waninger recommended putting the monies in reserves and designating them for indirect use in FY21.

Additional discussion ensued regarding the Clean Water Block Grant Pouliot project and its constructure status. Waninger is following up with Barre City Manager. It was suggested that this be clarified as soon as possible due to the potential of monies to be lost.

There was also confirmation that billing is currently up to date.

**FY19 TRANSPORTATION PLANNING INITIATIVE BUDGET AMENDMENT**

1 B. Waninger provided information regarding the TPI budget adjustment noting one adjustment was the  
2 transportation resilience planning tool for watershed planning. The remainder were normal  
3 adjustments to realign the originally task budget amounts to within 10% of actual costs. Staff  
4 anticipates completing another adjustment in late July or August.

5  
6 S. Lotspeich advised that TAC approved the budget adjustment at its last meeting.

7  
8 *S. Lotspeich moved to approve the CVRPC FFY19 Transportation Planning Initiative work plan and budget*  
9 *adjustment 1 as presented; J. Shatney seconded. Motion carried.*

10  
11 B. Waninger further requested authorization to sign the work plan and budget adjustment when it  
12 arrives from VTrans.

13  
14 *J. Shatney moved to authorize the Executive Director to sign the work plan and budget adjustment; M.*  
15 *Gray seconded. Motion carried.*

#### 16 17 **DENTAL INSURANCE**

18 N. Chartrand provided a brief overview of program changes for FY20 and reviewed the staff  
19 recommendation. S. Lotspeich asked for confirmation of the benefit contributions. Chartrand  
20 confirmed that CVRPC pays the full premium at this time.

21  
22 *L. Hill-Eubanks moved to approve CVRPC's FY20 dental benefit including maintaining the existing dental*  
23 *policy and 100% employer contribution; D. Torre seconded. Motion carried.*

#### 24 25 **STRATEGIC PLAN FY20 ACTIONS**

26 Waninger briefly reviewed changes. M. Gray asked for a definition of 2 CFR. Waninger advised it is  
27 Section 2 of the Code of Federal Regulations.

28  
29 There was an inquiry regarding how press releases are published and suggestion to include links in the  
30 weekly news when they go out.

31  
32 S. Lotspeich requested clarification as to whether the Strategic Plan and Actions goes to the Board or  
33 just the Executive Committee. B. Waninger advised that the Executive Committee has adopted the  
34 document in the past, and then it has been presented to the Board as an informational item. Waninger  
35 also provided clarification of the timeline within the document.

36  
37 *D. Torre moved to adopt the FY20 Activities and Measures on the 5-Year Strategic Plan; S. Lotspeich*  
38 *seconded. Motion carried.*

#### 39 40 **FY20 WORK PLAN & BUDGET**

41 B. Waninger reviewed changes since the last draft, including final legislative funding for ACCD and  
42 refined numbers for existing contract budgets and contract additions. Waninger advised that work

1 plan updates were made based on discussion at last month's meeting, and staff input on municipal  
2 specific projects was incorporated.

3  
4 There was an inquiry made regarding capacity to handle the work should CVRPC receive a Brownfields  
5 grant. Waninger said shifting duties among the Senior Planner and Assistant Planners would allow  
6 absorption of this work. CVRPC applied for \$300,000, the new maximum award.

7  
8 *J. Shatney moved to adopt the CVRPC FY20 work program and budget; M. Gray seconded. Motion*  
9 *carried.*

10  
11 Waninger clarified details of the reserve fund as outlined in the meeting packet and the potential for  
12 creating restricted categories of funds as desired.

#### 13 14 **CONSENT ITEMS**

15 *L. Hill-Eubanks moved to approve the consent items; D. Torre seconded. Motion carried.*  
16

#### 17 **COMMISSION MEETING AGENDA**

18 J. Potter advised that the Committee may want to reconsider including the bylaws item pending  
19 completion of the legal review. The Committee elected to keep it on the agenda for discussion so that  
20 questions raised could be provided to counsel if needed.

21  
22 B. Waninger advised the Committee that Dan Currier is being recognized for his 15 year anniversary with  
23 the Commission.

24  
25 The Municipal Plan determination was removed from the agenda as the hearing was scheduled for 6/13.  
26 There was also discussion on the structure of the meeting and restructuring the timelines.

27  
28 *J. Shatney moved to approve the June 11, 2019 Board Agenda with the amendments discussed; M. Gray*  
29 *seconded. Motion carried.*

#### 30 31 **GREEN MOUNTAIN TRANSIT**

32 Waninger briefed the Committee on emerging issues at Green Mountain Transit.  
33

#### 34 **ADJOURNMENT**

35 *L. Hill-Eubanks moved to adjourn at 5:54 pm; S. Lotspeich seconded. Motion carried.*  
36

37 Respectfully submitted,

38  
39 Nancy Chartrand

40 Office Manager

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Executive Committee**  
**DRAFT MINUTES**  
**July 9, 2019**

Present:

<input checked="" type="checkbox"/> Julie Potter	<input checked="" type="checkbox"/> Laura Hill-Eubanks	<input checked="" type="checkbox"/> Michael Gray
<input checked="" type="checkbox"/> Dara Torre	<input checked="" type="checkbox"/> Steve Lotspeich	<input checked="" type="checkbox"/> Janet Shatney
<input checked="" type="checkbox"/> Jerry D'Amico		

Staff: Bonnie Waninger

**CALL TO ORDER**

Chair L. Hill-Eubanks called the meeting to order at 6:04 pm. Quorum was present to conduct business.

**ADJUSTMENTS TO THE AGENDA**

B. Waninger noted the Executive Session should be removed from the agenda as it was not needed, and a personnel discussion added. She also requested time to update the committee on Green Mountain Transit and discuss an upcoming Town Plan approval. J. Potter requested that the Committee discuss options for Town Plan actions should the Board not have quorum at its meeting.

**PUBLIC COMMENTS**

None.

**PERSONNEL**

Waninger informed the Committee that Assistant Planner Jonathan DeLaBruere had submitted his resignation. It had become difficult to maintain separation between his work for the Town of Duxbury and for CVRPC. At Waninger's request, the Committee discussed the Personnel Policies and advertisement of vacant positions. The Committee asked that the position vacancy be advertised for at least two weeks before initiating interviews.

**GREEN MOUNTAIN TRANSIT**

Waninger updated the Committee on emerging issues at Green Mountain Transit. Jon Moore has been appointed Acting General Manager.

**CONTRACT/AGREEMENT AUTHORIZATION**

VT Department of Forests, Parks, and Recreation – Forest Integrity Project Aid Amendment #1 – J. Potter moved to authorize the Executive Director to sign the Forest Integrity Project Aid agreement amendment; J. Shatney seconded. Motion carried.

1 City of Barre – Pouliot Avenue Stormwater Mitigation Amendment #1 – J. Shatney disclosed that she had  
2 a conflict of interest regarding this agreement because she is the project contact for the City. She  
3 recused herself from the discussion and vote.  
4

5 *J. D'Amico moved to retroactively authorize the Executive Director to sign the Pouliot Avenue*  
6 *Stormwater Mitigation contract amendment; M. Gray seconded. Motion carried.*  
7

#### 8 **FFY20 TRANSPORTATION PLANNING INITIATIVE WORK PLAN & BUDGET**

9 *J. Potter moved to approve the FFY20 Transportation Planning Initiative Work Plan and Budget; S.*  
10 *Lotspeich seconded. Motion carried.*  
11

#### 12 **TOWN PLAN APPROVAL**

13 Waninger noted that Northfield has requested a preliminary review of its draft Town Plan. The Planning  
14 Commission has not held its hearing yet. The Plan includes a request that CVRPC modify the Regional  
15 Plan Future Land Use Planning District to accommodate infill between Downtown Northfield and  
16 Northfield Falls. Clare Rock is reviewing the Plan for conformance with the existing Regional Plan to  
17 determine whether the draft Plan is compatible with the current Regional Plan. Based on her  
18 preliminary determination, she will discuss the review with the Town Plan Review Committee and  
19 possibly the Regional Plan Committee.  
20

21 Regarding a potential lack of quorum for the Board meeting, Waninger said the Commission had several  
22 options:

- 23 • The Executive Committee could hold a special meeting to act on behalf of the Board.
- 24 • CVRPC could wait until the September Board meeting to make decisions. In this case, CVRPC  
25 would miss its statutory deadlines for actions. If selecting this option, CVRPC would want to  
26 contact the Towns in advance to insure the approval and certifications could wait.
- 27 • The Board could hold a special meeting.  
28

#### 29 **ADJOURN**

30 *J. Potter moved to adjourn; D. La Haye seconded. Motion carried.*  
31

32 Respectfully submitted,  
33

34 Bonnie Waninger  
35 Executive Director