



## EXECUTIVE COMMITTEE

November 4, 2019

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

Page	<b><u>AGENDA</u></b>
	<b>4:00<sup>1</sup> Adjustments to the Agenda</b>
	<b>Public Comment</b>
2	<b>4:05 Audit Presentation, Bonnie Batchelder, Batchelder Associations (enclosed)<sup>2</sup></b> Presentation, discussion, and acceptance of the FY19 audit.
27	<b>4:35 Financial Report (enclosed)<sup>2</sup></b>
38	<b>4:45 Contract/Agreement Authorization (enclosed)<sup>2</sup></b>
41	a) Northwest Regional Planning Commission – Municipal Grants in Aid FY20
60	b) Watershed Consulting Associates - Northfield Water Street Stormwater Project Implementation Amendment 2
	<b>4:50 Office Updates, Nancy Chartrand, Office Manager</b>
	a) Office lease progress
	b) Line of Credit renewal
62	<b>5:00 CVRPC Bylaws, Julie Potter, Chair, Bylaw Update Workgroup (enclosed)<sup>2</sup></b> Review workgroup recommendations. Approve for inclusion on Commission agenda.
85	<b>5:30 Commissioner Handbook (enclosed)</b> Review a final draft of the Handbook.
	<b>5:40 Consent Items (enclosed)<sup>2</sup></b>
120	a) Meeting Minutes – September 30 and October 8, 2019
125	b) Executive Director Report
127	<b>5:45 Commission Meeting Agenda (enclosed)<sup>2</sup></b> Approval or adjustments to draft agenda. Review of upcoming agendas.
	<b>6:00 Adjourn</b>

**Next Meeting: Monday, December 2, 2019**

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

<sup>2</sup> Anticipated action item

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

INDEPENDENT AUDITOR'S REPORT AND  
FINANCIAL STATEMENTS

JUNE 30, 2019

CENTRAL VERMONT REGIONAL PLANNING COMMISSION  
TABLE OF CONTENTS  
JUNE 30, 2019

	<u>Page</u>
Independent Auditor's Report	1 - 2
Required Supplementary Information:	
Management's Discussion and Analysis	3 - 7
Financial Statements:	
Statement of Net Position	Exhibit A 8
Statement of Revenues, Expenses and Changes in Net Position	Exhibit B 9
Statement of Cash Flows	Exhibit C 10
Notes to the Financial Statements	11 - 16
Other Supplementary Information:	
Schedule of Operations – Budget and Actual	Schedule 1 17
Schedule of Direct and Indirect Costs	Schedule 2 18
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	19 - 20



---

## Batchelder Associates, PC

### INDEPENDENT AUDITOR'S REPORT

To the Commissioners of  
Central Vermont Regional Planning Commission  
29 Main Street, Suite 4  
Montpelier, VT 05602

#### **Report on the Financial Statements**

We have audited the accompanying financial statements of the Central Vermont Regional Planning Commission ("Commission"), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

#### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Commission's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Commission as of June 30, 2019, and the respective changes in financial position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Central Vermont Regional Planning Commission  
Page 2

***Other Matters – Required Supplemental Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 3 through 7, be presented to supplement basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Other Matters – Other Information***

Our audit was conducted for the purpose of forming opinions, on the financial statements that collectively comprise the Central Vermont Regional Planning Commission's basic financial statements. The accompanying financial information listed as Schedules 1 and 2 in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements.

Schedules 1 and 2 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the standards generally accepted in the United States of America. In our opinion, Schedules 1 and 2 are fairly stated in all material respects in relation to the basic financial statements as a whole.

***Other Reporting Required by "Government Auditing Standards"***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 25, 2019 on our consideration of the Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Commission's internal control over financial reporting and compliance.

Batchelder Associates, PC  
Barre, Vermont  
VT License #945  
September 25, 2019

## Introduction

This section explains the general financial condition and results of operations of the Central Vermont Regional Planning Commission (Commission) for the fiscal year ended June 30, 2019. Please read this in conjunction with the Commission's financial statements, which begin on page 8.

## Central Vermont Regional Planning Commission

The mission of the Central Vermont Regional Planning Commission is to assist member municipalities in providing effective local government and to work cooperatively with them to address regional issues

The legal basis and powers for the Commission serving as the region's regional planning commission stem from and are as stipulated in 24 V.S.A. Chapter 117 § 4301 et seq., as amended, 24 V.S.A. § 4345 et seq. and such other laws as may be enacted by the General assembly of the State of Vermont. The Commission was chartered by the municipalities of Washington County in 1967 and is funded in part through the State of Vermont property transfer tax as outlined in 24 V.S.A. § 4306 (a). Along with other regional planning commissions in Vermont, Central Vermont Regional Planning Commission is a non-taxing political subdivision of the State of Vermont established under state statute ([24 VSA §4341](#)). To the extent a conflict exists with a provision in Vermont statutes governing regional planning commissions, the Vermont statutes will control.

## Financial Highlights

Key financial highlights for 2019 are as follows:

- The Commission's total net position increased by \$93,099 in 2019 compared to a increase of \$101,502 in 2018.

## Using These Financial Statements

The Statement of Net Position and Statement of Revenues, Expenses and Changes in Net Position (on page 8 and 9) provide information about the activities of the Commission as a whole. These statements include all assets, deferred outflows of resources and liabilities of the Commission using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenue and expenses are taken into account regardless of when cash is received or paid.

Net position is the difference between assets, deferred outflows of resources and liabilities, and is one way to measure the financial health, or financial position, of the Commission. Over time, increases or decreases in the Commission's net position is one indicator of whether its financial health is improving or deteriorating. Other factors to consider are changes in the mix of grant and operating revenue.

## Budget

The Commission builds its annual budget on diverse sources of funding. Transportation funding is primarily federal (80%), from Federal Highways Administration funds, so it is dependent on the Federal Transportation Bill for appropriations of planning funds. The Commission receives 10% of matching fund for the majority of the federal transportation funds from the state, making it dependent on the actions of the Vermont legislature. The Commission receives dues from its member municipalities that in year ended June 30, 2019 totaled \$73,488 as unrestricted revenue used to locally match projects and support basic operations. Locally specific projects are matched by the community (typically 20% matches); local match is generated by the local property tax.

The State of Vermont provides regional planning funding through an annual performance-based contract through the Agency of Commerce and Community Development (ACCD). These funds were \$288,996 for year ended June 30, 2019. With these funds, the Commission carries out statutory duties as specified in an annual work program approved by the Commission and ACCD. These funds are used as a match for local and regional projects.

**Budget (continued)**

The Commission also funds its operations through special purpose grants and service contracts for technical assistance. These funds tend to vary from year to year, but include funding through the Agency of Natural Resources, Emergency Management Performance Grants funded by the federal U.S Department of Homeland Security through Vermont Emergency Management, Brownfields Grant funded by U.S. Environmental Protection Agency and other granting agencies.

**Operating Results**

The Commission finished the year ended June 30, 2019 with operating revenue of \$92,621. These results are shown on the statement of Revenues, Expenses and Changes in Net Position on page 9.

Each year the indirect rate is estimated and negotiated based on the most recent audited expenses. This indirect rate is used to charge contracts two fiscal years following the current year's negotiated rate. For example, the fiscal year 2019 indirect rate will be used in charging grants and contracts during fiscal year 2020. There will always be some variance between the estimated and actual expenses, of which can be used to influence the indirect rate in future years, assuming fluctuation base is known at the time of rate negotiation.

**Condensed Financial Information – Net Position**

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the Commission, assets exceed liabilities by \$289,315 at the close of the most recent fiscal year.

Investment in capital assets represents 5.7% of the Commission's net position, less any related debt used to acquire those assets that is still outstanding. The Commission uses these capital assets to provide services; consequently, these assets are not available for future spending.

The remaining balance of unrestricted net assets of \$273,479 may be used to meet the Commission's ongoing obligations to citizens and creditors. At the end of the current fiscal year, the Commission is able to report a positive net position balance for the entity as a whole.

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION'S NET POSITION

	2019	2018
Current assets		
Cash and cash equivalents	\$ 414,093	\$ 191,246
Accounts receivable	204,723	163,611
Prepaid expenses	3,392	6,371
Total current assets	<u>622,208</u>	<u>361,228</u>
Noncurrent assets		
Deposits	4,415	4,415
Property, plant and equipment	15,836	18,622
Total noncurrent assets	<u>20,251</u>	<u>23,037</u>
Total assets	<u>642,459</u>	<u>384,265</u>
Current liabilities		
Accounts payables	116,934	51,132
Accrued payroll and benefits	19,254	18,131
Deferred income	186,293	85,939
Accrued compensated balances	30,663	32,847
Pension liability	-	-
Total current liabilities	<u>353,144</u>	<u>188,049</u>
Net Position		
Invested in capital assets, net of related debt	15,836	18,622
Unrestricted	273,479	177,594
Total net position	<u>\$ 289,315</u>	<u>\$ 196,216</u>

Condensed Financial Information - Revenues, Expenses and Changes in Net Position for the years ended June 30, 2019 and 2018 are as follows:

	2019	2018
Operating revenues	\$ 1,202,045	\$ 1,417,777
Operating expenses	1,109,424	1,316,361
Operating income	92,621	101,416
Nonoperating revenues/(Expenses)		
Investment income	478	86
Nonoperating income/(Loss)	478	86
Change in Net Position	93,099	101,502
Net Position - July 1, 2018	196,216	94,714
Net Position - June 30, 2019	\$ 289,315	\$ 196,216

### Budgeting Highlights

The Commission's budget is prepared according to the requirements of the Commission's bylaws and policies. The operating budget included proposed expenditures and estimated revenues. Final revenues and other financing sources, in the amount of \$1,202,045 were less than originally-budgeted revenues by the amount of \$2,483.

Operating expenditures were budgeted at \$1,178,652 while actual operating expenditures were only \$1,109,424, a decrease of \$69,228. Overall operating budget showed a favorable increase of \$66,744, while the actual results were favorable by \$96,620.

### Current Issues

1. Central Vermont Regional Planning Commission works with local officials to keep the annual per capita dues at a fair, but equitable level. The dues received in fiscal year 2019 totaled \$73,488.
2. Regional commissions are also affected by grant funding that is either non-existent in some years or very minimal in others. Grants such as the EPA funding for the assessment of Brownfields are competitive, only for special purposes, and for only one year at a time. Some grant sources will not pay their fair share of administrative costs and as a result, the Commission has to use its local dues, State appropriations and/or its fund balance to meet this need. It should be recognized that there is limited money available to be used as "local" match for grants.
3. Increasingly, state and federal grants have moved to performance a based contracting. For these types of agreements, payments are made when deliverables are produced, not in regular installments based on reimbursement of actual costs. These types of grants mean the Commission has to advance larger amounts of funds for longer periods of time, typically 3-6 months. This has resulted in a greater need to build and maintain an adequate reserve fund to facilitate cash flow, especially when consultant expenses are involved.

**Contacting the Commission's Financial Management**

This financial report is designed to provide our citizens and creditors with a general overview of the Commission's finances, and to reflect the Commission's accountability for the monies it receives. Questions about this report or requests for additional financial information should be directed to Bonnie Waninger, Executive Director, Central Vermont Regional Planning Commission, 29 Main Street, Suite 4, Montpelier, Vermont 05602.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION  
STATEMENT OF NET POSITION  
JUNE 30, 2019

## ASSETS

## Current Assets:

Cash and cash equivalents	\$ 414,093
Receivables	204,723
Prepaid expenses	3,392
Total Current Assets	<u>622,208</u>

## Noncurrent Assets:

Deposits	4,415
Property and equipment (net of accumulated depreciation)	15,836
Total Noncurrent Assets	<u>20,251</u>

Total Assets	<u>642,459</u>
--------------	----------------

## LIABILITIES

## Current Liabilities:

Accounts payable	116,934
Accrued payroll and benefits	19,254
Accrued compensated balances	30,663
Total Current Liabilities	<u>166,851</u>

## Deferred Inflows:

Deferred income	186,293
Total Deferred Inflows	<u>186,293</u>

Total Liabilities	<u>353,144</u>
-------------------	----------------

## NET POSITION

Net investment in property and equipment	15,836
Unrestricted	273,479
Total Net Position	<u>\$ 289,315</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION  
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION  
FOR THE YEAR ENDED JUNE 30, 2019

OPERATING REVENUES	
Federal, state and other grants	\$ 1,111,124
Fees for services	10,307
Local communities - annual assessments	73,488
Other income	7,126
Total Operating Revenues	<u>1,202,045</u>
OPERATING EXPENSES	
Salaries and wages	410,313
Payroll taxes and benefits	133,403
Consultants and contract services	374,700
Rent and occupancy	42,052
Other operating expenses	146,170
Depreciation	2,786
Total Operating Expenses	<u>1,109,424</u>
OPERATING REVENUE/(EXPENSES)	<u>92,621</u>
NONOPERATING REVENUE (EXPENSES)	
Investment income	478
Total Nonoperating Revenue (Expenses)	<u>478</u>
CHANGE IN NET POSITION	93,099
NET POSITION - JULY 1, 2018	<u>196,216</u>
NET POSITION - JUNE 30, 2019	<u><u>\$ 289,315</u></u>

The accompanying notes are an integral part of these financial statements.



## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

EXHIBIT C

## STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2019

## CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from operating activity	\$ 1,262,857
Cash paid for personnel	(410,197)
Cash paid for goods and services	(630,291)
Net Cash Provided by Operating Activities	<u>222,369</u>

## CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

-

## CASH FLOWS FROM CAPITAL &amp; RELATED FINANCING ACTIVITIES

Purchase of capital assets	-
Net Cash Flow from Capital & Related Financing Activities	<u>-</u>

## CASH FLOWS FROM INVESTING ACTIVITIES

Interest received	478
Net Cash Provided From Investing Activities	<u>478</u>

## INCREASE IN CASH AND CASH EQUIVALENTS

222,847

## CASH AND CASH EQUIVALENTS, JULY 1, 2018

191,246

## CASH AND CASH EQUIVALENTS, JUNE 30, 2019

\$ 414,093RECONCILIATION OF OPERATING INCOME TO NET CASH  
USED BY OPERATING ACTIVITIES

Operating income	\$ 92,621
Depreciation	2,786
(Increase) decrease in accounts receivable	(39,542)
(Increase) decrease in prepaid expenses	2,979
Increase (decrease) in accounts payable	64,625
Increase (decrease) in compensated balances	(2,184)
Increase (decrease) in accrued payroll	730
Increase (decrease) in deferred income	<u>100,354</u>
Net cash provided by operating activities	<u>\$ 222,369</u>

The accompanying notes are an integral part of these financial statements

**NOTE 1. Description of the Commission and Reporting Entity**

The Central Vermont Regional Planning Commission ("Commission") operates under the Vermont Municipal and Regional Planning and Development Act (VSA 24, Chapter 117) and the adopted bylaws. Although active participation is voluntary, twenty-three (23) member municipalities participate in and recognize the value of regional planning. The Commission is one of 11 regional planning commissions in Vermont.

The Commission is governed by members appointed by the region's municipalities. They implement a variety of projects and programs tailored to local and regional needs, and also complete projects of statewide importance and interest.

The Commission is a non-profit organization exempt from income taxes under the Internal Revenue Code as an instrumentality of political subdivision of the State of Vermont.

**NOTE 2. Summary of Significant Accounting Policies****The Financial Reporting Entity**

This report includes all the funds of the Commission. The reporting entity consists of the primary government; organizations for which the primary government is financially accountable; and other organizations for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. The primary government is financially accountable if it appoints a voting majority of the organization's governing body and is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or burdens on the primary government. The primary government may be financially accountable if an organization is fiscally dependent on the primary government. The Commission currently acts as fiscal agent for the Local Emergency Planning Committee #5 (LEPC5). The City of Barre was the LEPC's previous fiscal agent and holds LEPC funds. The LEPC5's funds are included in the Commission's Financial Statements. There are no other entities that should be combined with the Financial Statements of the Commission.

**Basis of Presentation**

The Commission reports itself as a business-type activity as defined in GASB 34.

Operating revenues include grant revenue, project and community match revenues, and consulting revenues and result from transactions associated with the principal activities of the organization. Non-operating revenues, such as investment earnings and fiscal agent receipts and expenses result from non-exchange transactions or ancillary activities.

**Measurement Focus**

The accounting and financial reporting treatment applied is determined by the measurement focus. The financial statements are reported using the economic resources measurement focus. This means that all assets, liabilities and deferred inflows and outflows (whether current or noncurrent) are included on the statement of net position. Fund equity (i.e. net total position) is segregated into restricted and unrestricted net position. Operating statements present increases (i.e. revenues) and decreases (i.e. expenses) in total net position.

**Basis of Accounting**

Business type activities are accounted for on the economic resources measurement focus using the accrual basis of accounting. Revenues are recorded when they are earned, including unbilled services which are accrued. Expenses are recorded at the time liabilities are incurred.

**NOTE 2      Summary of Significant Accounting Policies (continued)****Basis of Accounting (Continued)**

Under the terms of grant agreements, the Commission funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net positions available to finance the program. It is the Commission's policy to first apply cost-reimbursement grant resources to such programs followed by general revenues. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and other grant requirements have been met.

**Donated Services**

Central Vermont Regional Planning Commission receives non-cash contributions in the form of member communities and other organizations performing various planning tasks to assist the Commission. These in-kind contributions are used as match for grants at an estimated hourly rate or the actual billing rate, if available. These contributions may not reflect 100% of in-kind contributions in the financial statements of the Commission.

**Use of Estimates**

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

For the purpose of the statement of net position, cash and cash equivalents includes all cash on hand, demand, deposits, savings accounts, and certificates of deposits of the Commission, with an initial maturity of three months or less.

**Capital Assets**

Capital assets are reported at actual cost. Major outlays for capital assets and improvements are capitalized as purchased. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets' lives are not capitalized. Central Vermont Regional Planning Commission does not own major general infrastructure assets.

Capital assets are depreciated in order that the cost of these assets will be charged to expenses over their estimated services lives of three to ten years, using the straight-line method of calculating depreciation.

Central Vermont Regional Planning Commission capitalizes any item with an original cost of \$5,000 or more and with a useful life of greater than one year.

**Compensated Absences**

The Commission's policy for compensated absences allows employees to accumulate earned but unused vacation leave. The liability for these compensated absences that is estimated not to exceed the amount to be paid from expendable available resources is recorded as a liability in the financial statements.

**Budget and Budgetary Accounting**

In accordance with the Commission's bylaws, the Executive Committee annually establishes an assessment rate for each member municipality and adopts a general fund budget for the forthcoming year. The budget is prepared in accordance with generally accepted accounting principles for governmental activities.

**NOTE 2      Summary of Significant Accounting Policies (continued)****Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, "deferred outflows of resources", represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditures) until then. The Commission has no items that qualify for reporting in this category. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, "deferred inflows of resources," represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Commission has deferred inflows of \$186,293 at June 30, 2019, comprised of deferred revenues.

**Accrued Liabilities and Long-term Obligations**

All payables, accrued liabilities, and long-term obligations are reported on the financial statements. In general, payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the funds. However, compensated absences that are paid from funds are reported as liabilities on the fund financial statements only to the extent that they are due for payment during the current year.

**Net Position**

Net position represents the difference between assets and liabilities. Net position invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any borrowing used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use through the policies adopted by the Commission or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The Commission's policy is to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available.

**Indirect Cost Rate**

The indirect rate calculated, revised and approved for this fiscal year of 123.97 % was reviewed and tested as part of the current audit. A further reduction was requested for the period April 1, 2019 to June 30, 2019 to a rate of 117%, which was approved by VTrans. The rate was found to be reasonably stated, based on the June 30, 2017 fiscal year audit and in compliance with the financial agreement with the state and federal rule 2 CFR PART 225 (OMB CIRCULAR A-87). This rate was adjusted from the original indirect rate of 73.29% to "mitigate the impacts of an unusual employee compensation event during FY 17". VTrans also has approved the fiscal year June, 2020 rate at 115%.

**NOTE 3.      Cash****Cash**

Deposits and investments are categorized to give an indication of the level of risk assumed by the Commission at June 30, 2019. The categories are described as follows:

- Category 1:    Insured or collateralized with securities held by the entity or by its agent in the entity's name.
- Category 2:    Collateralized with securities held by the pledging financial institution's trust department or agent but not in the depositor's name.
- Category 3:    Uncollateralized.

As of June 30, 2019, all the Commission's deposits are Category 1.

**NOTE 3. Cash (Continued)**

Cash and Investments are as follows:

Deposits with Financial Institutions	<u>\$ 414,093</u>
Total Cash	<u>\$ 414,093</u>

**Custodial Credit Risk – Deposits**

Custodial credit risk is the risk that in the event of a bank failure, the Commission's deposits may not be returned to it. The Commission does have a deposit policy for custodial credit risk. As of June 30, 2019, none of the government bank balances were exposed to custodial credit risk.

	<u>Book Balance</u>	<u>Bank Balance</u>
FDIC Insured	<u>\$ 414,093</u>	<u>\$ 426,595</u>
Total	<u>\$ 414,093</u>	<u>\$ 426,595</u>

The difference between the book and bank balances are reconciling items, primarily outstanding checks.

**NOTE 4. Advertising**

The Commission expenses advertising costs as they are incurred. Advertising costs for the year ended June 30, 2019 were \$2,865.

**NOTE 5. Receivables**

Receivables consist of amounts due from grants, contracts and other items. The Commission uses the allowance method for uncollectible receivables. Management has reviewed the accounts and determined that an allowance for doubtful accounts of \$0 is appropriate at June 30, 2019. Receivables from grants and contracts are below, which are a portion of total receivables.

	<u>2019</u>
Grants and Contracts	<u>\$ 203,294</u>
Total	<u>\$ 203,294</u>

**NOTE6. Capital Assets**

Capital asset activity for the fiscal year ended June 30, 2019 was as follows:

	Net Book Value June 30, 2018	Additions	Deductions	Net Book Value June 30, 2019
Computers and equipment				
Net of depreciation	\$ 18,622	\$ -	\$ (2,786)	\$ 15,836
Capital Assets - Net	\$ 18,622	\$ -	\$ (2,786)	\$ 15,836

**NOTE 7. Unearned Grant Revenue**

For the year ended June 30, 2019 the Commission had received from grantors funds that had not yet been spent for their intended purpose, a total of \$186,293, which is shown in the Statement of Net Position as unearned grant revenue.

**NOTE 8. Pension Plans**

The Commission established a Simplified Employee Pension under which up to 5% of salary or wages is contributed quarterly to individual retirement accounts for each employee. The Plan was established on July 13, 1993 and covers all full-time employees with one (1) year of employment with the Commission. The plan was funded at 5% for the fiscal year ended June 30, 2019 and contributions totaled \$16,610. The Commission's total payroll for fiscal year ended June 30, 2019 was \$411,571 of which \$332,198 was covered by the pension plan.

**NOTE 9. Operating Lease**

The Commission entered a five-year lease for office space starting October 1, 2000 which has been extended in five-year increments. The Commission expended \$41,059 under this lease during the fiscal year ended June 30, 2019. The lease was negotiated and renewed for an additional five-year term through September 2020, with future minimum lease payments of \$42,053, annually, through September 2018 and an increase in 2019-2020 to \$42,384, annually.

The Commission entered into a five-year copier lease starting July 27, 2017. Monthly payments are \$190, with minimum annual lease payments of \$2,280 for 2019 to 2022.

**NOTE 10. Federal State and Other Grants**

The Commission receives a major portion of its fund from Federal and State grants. Following is a schedule of those funds:

Direct Federal Grants:	
Brownfields	\$ 38,240
Federal Grants Passed Through State and State Grants:	
ACCD	\$ 288,996
Community Development	15,632
Natural Resources	343,091
Public Safety	65,485
Agency of Transportation	315,862
	<u>1,029,066</u>
Other:	
Municipal Contracts	<u>40,731</u>
	<u>\$ 1,085,430</u>

**NOTE 11. Risk Management and Insurance**

The Commission participates in state and federally assisted grant programs which are subject to program compliance audits by the grantors or their representatives. The audits of these programs for or including the year ended June 30, 2019, have not yet been completed. Accordingly, the Commission's compliance with applicable grant requirements will be established at some future date. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the Commission expects such amounts, if any to be immaterial.

The Commission covers its significant risks of loss, which are identified with the assistance of insurance agents, by commercial insurance. Management believes such coverage is sufficient to preclude any significant uninsured losses to the Commission. There have been no significant reductions in insurance coverage or settlement amounts exceeding insurance coverage for the current or three (3) prior years.

**NOTE 12. Line of Credit**

The Commission established a line of credit dated October 26, 2018 in the amount of \$100,000, with a flexible interest rate of prime plus 2%. The purpose of the line is to fund working capital and fund grants receivable. The line matures on November 1, 2020, but is subject to annual review by the bank. The line is collateralized by all assets of the Commission.

**NOTE 13. Subsequent Events**

Subsequent events are events or transactions that occur after the financial statement date, but before the financial statements are issued.

Management has evaluated subsequent events through September 25, 2019, the date the June 30, 2019 financial statements were available for issuance. There are no subsequent events to report.

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## SCHEDULE 1

## STATEMENT OF OPERATIONS

## BUDGET AND ACTUAL

FOR THE YEAR ENDED JUNE 30, 2019

	Budget	Actual	Favorable (Unfavorable) Variance
OPERATING REVENUES			
State of Vermont - Agency of Commerce and Community Development (ACCD)	\$ 289,388	\$ 288,996	\$ (392)
Federal, state and other grants	839,517	832,435	(7,082)
Local communities - annual assessments	73,488	73,488	-
Other income	2,135	7,126	4,991
Total operating revenues	<u>1,204,528</u>	<u>1,202,045</u>	<u>(2,483)</u>
OPERATING EXPENSES			
Salaries and wages	421,544	410,313	11,231
Payroll taxes and benefits	140,808	133,403	7,405
Consultants	392,353	374,699	17,654
Professional services	70,355	59,473	10,882
Advertising	5,375	2,865	2,510
Insurance	1,550	1,738	(188)
Copy and printing	4,684	3,307	1,377
Depreciation	7,000	2,786	4,214
Rent and utilities	42,052	42,052	-
Office expenses	15,076	12,915	2,161
Equipment, repairs and software	7,205	6,518	687
Dues and subscriptions	11,748	9,760	1,988
Telephone	6,370	5,927	443
Travel	19,516	12,734	6,782
Meetings and programs	9,782	10,844	(1,062)
Audit and legal services	13,600	14,086	(486)
Postage	3,103	2,398	705
Other	6,531	3,606	2,925
Total operating expense	<u>1,178,652</u>	<u>1,109,424</u>	<u>69,228</u>
OPERATING INCOME	<u>\$ 25,876</u>	<u>\$ 92,621</u>	<u>\$ 66,745</u>

The accompanying notes are an integral part of these financial statements.



CENTRAL VERMONT REGIONAL PLANNING COMMISSION  
 SCHEDULE OF DIRECT AND INDIRECT COSTS  
 FOR THE YEAR ENDED JUNE 30, 2019

## SCHEDULE 2

	Total Expenses	Direct Expense	Unallowable Indirect Expense (a)	Total Allowable Indirect Expense
Salaries and wages	\$ 410,313	\$ 253,334	\$ -	\$ 156,979
Payroll taxes and benefits	133,403	77,842	-	55,561
Consultants	374,699	374,699	-	-
Professional services	59,473	3,721	-	55,752
Marketing	2,865	2,758	-	107
Insurance	1,738	-	-	1,738
Copy and printing	3,307	80	-	3,227
Depreciation	2,786	-	-	2,786
Rent and utilities	42,052	-	-	42,052
Office expenses	12,915	-	-	12,915
Equipment, repairs and software	6,518	-	-	6,518
Dues and subscriptions	9,760	280	5,655	3,825
Telephone	5,927	-	-	5,927
Travel	12,734	9,115	-	3,619
Meetings and programs	10,844	6,927	-	3,917
Audit and legal services	14,086	-	-	14,086
Postage	2,398	891	-	1,507
Other	3,606	1,943	144	1,519
	<u>\$ 1,109,424</u>	<u>\$ 731,590</u>	<u>\$ 5,799</u>	<u>\$ 372,035</u>

(a) Costs not allowed under 2 CFR Part 200 Subpart E - Cost Principles



---

## Batchelder Associates, PC

### **INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Commissioners of  
Central Vermont Regional Planning Commission  
29 Main Street, Suite 4  
Montpelier, VT 05602

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Central Vermont Regional Planning Commission ("Commission"), as of and for the year ended June 30, 2019, which collectively comprise the Commission's basic financial statements and have issued our report thereon dated September 25, 2019. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit, we considered the Commission's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. There were no material weaknesses or deficiencies found.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* for year ending June 30, 2019.

Central Vermont Regional Planning Commission  
Page 2

This report is intended solely for the information and use of management, Commissioners, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Batchelder Associates, PC  
Barre, Vermont  
September 25, 2019  
Vermont License # 945



---

## Batchelder Associates, PC

September 25, 2019

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

Dear Bonnie:

We have audited the financial statements of the business-type activities of Central Vermont Regional Planning Commission for the year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 25, 2019. Professional standards also require that we communicate to you the following information related to our audit.

### Significant Audit Findings

#### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Central Vermont Regional Planning are described in Note 2 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the fiscal year ended June 30, 2019, however, presentation of the financial statements has changed to conform to the business-type activities of the Commission. We noted no transactions entered into by Central Vermont Regional Planning Commission during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period. Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by Central Vermont

Central Vermont Regional Planning Commission

Page 2

Regional Planning Commission management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole. We have attached the adjustments passed at June 30, 2018 for management review.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated September 25, 2019.

#### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Central Vermont Regional Planning Commission's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Central Vermont Regional Planning Commission's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

#### Recommendations

- During audit fieldwork, we discuss items such as aging of receivables, especially those past thirty to sixty days. In speaking with staff, it was noted that the delay of certain invoicing was in part due to the nature of certain contracts and agencies and in other cases, staff driven. Resources are strong currently, however are subject to fluctuations. A continued effort of preparing and releasing invoices timely to agencies for reimbursement is imperative and a strong internal control.
- The majority of contract/grant invoicing is driven by staff time. The process for tracking, approving and entering staff time is laborious, yet necessary. There are tools available to ease entry by staff and automate the complete cycle from staff, through the approval process, to the accounting system and payroll generation which could be considered. This would eliminate time restraints in entering payroll for invoicing, approval time and staff time, generating efficiencies in the overall organization's financial cycle.
- There is a compensation policy in place by the organization. It states that compensation time may be accumulated up to 10 hours and paid in full at termination based on their regular rate of pay at that time. It also states that compensatory time should be taken within 60 days of when it is earned. It also states that any time on the books at June 30<sup>th</sup> will be paid out to the employees. There was a significant payout of compensatory time to the Executive Director at June 30<sup>th</sup> in excess of 200 hours. This is in contradiction to the organization's policy and could create a financial hardship should the organization have a financial cash flow decrease. The same situation exists for accrued vacation. The issue is three-

fold, one item being potential hardship to cash flow, the second being contradiction of organization policies and the other being a staff member that is working in excess of two hundred compensatory hours over a 40 hour work week and accumulating vacation time in excess of 200 hours they are unable to take. This process and policy should be reviewed by the Board, with staff input.

Restriction on Use

This information is intended solely for the use of the Board of Commissioners and management of Central Vermont Regional Planning Commission and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Batchelder Associates, PC  
Barre, Vermont  
Vermont License # 945



## Central Vermont Regional Planning Commission

### MEMO

Date: October 29, 2019  
To: Executive Committee  
From: Nicole Sancibrian, Financial Manager  
Re: Financial Report as of 09/30/19

---

CVRPC continues to implement its five-year plan to improve its financial position successfully. **CVRPC's net income as September 30<sup>th</sup> is \$89,435.30.**

#### Balance Sheet

- *Assets* – Billing is substantially complete through 9/30, and work is underway to prepare grant invoice packets for distribution to funders. Aging receivables are at \$275,512.32 which is higher than the prior September 2019 receivable balance of \$211,978.36. The majority of this is due to delays in TPI payments at 09.30.19 due to questions on our supporting documentation. Subsequent to 09.30.19 TPI payments are being received and all questions from TPI have been resolved. In addition, approximately \$48,000 of receivables represent projects that we cannot bill until milestones are complete. Cash is \$263,511 which is similar to August 2019 due to the receipt of funds related to the Northfield Water Street project that were used to pay consultant costs in October 2019.
- *Current Liabilities* – CVRPC maintained an average payable balance with the largest payable being a consultant invoice related to the Northfield Water Street project at 09/30/19 for \$131,138.
- *Net Income* of \$89,435.30 is primarily due to the billing of Town Dues as of July 1<sup>st</sup> totaling \$78,041.

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

- Revenues and expenses are generally on track for expectations for the first three months of Fiscal Year 20. There have been no significant unexpected costs or additional revenues. Billable supplies are over budget early in the year due to the unexpected purchase of a computer for the LEPC. CVRPC will be fully reimbursed for this cost.

**Looking Ahead**

- The Northfield Water Street project is substantially complete. The contractor work was complete and the 09.30.19 payable of \$131,138 represents the balance due the contractor. These costs will be fully paid by CVRPC at the end of October. DEC's most receipt payment arrived in approximately 30 days.
- With the first quarter of the fiscal year complete we will also be working on reviewing our indirect rate calculation to compare it to our current approved rate.

**Financial Statement 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
CCRPC	Chittenden County Regional Planning Commission
CTAA	Community Transportation Association of America
CW	Clean Water
DEC	Vermont Department of Environmental Conservation
DPS	Vermont Department of Public Safety
DRRA	Dependent Care Reimbursement Account
EAB	Emerald Ash Borer
EMPG	Emergency Management Performance Grant
EPA	US Environmental Protection Agency
ERP	Ecosystem Restoration Program
HMGP MEGA	Hazard Mitigation Grant Program Mega grant to work with 8 towns (hence "mega")
LCBP	Lake Champlain Basin Program
LEMP	Local Emergency Management Plan
LEPC SERC	Local Emergency Planning Committee 5's State Emergency Response Commission
LHMP	Local Hazard Mitigation Plan
MPG	Municipal Planning Grant
MOA	Memorandum of Agreement (disaster response and recovery assistance)
NEIWPCC	New England Interstate Water Pollution Control Commission
QAPP	Quality Assurance Project Plan
SW	Stormwater
SWCRPC	Southern Windsor County Regional Planning Commission
TPI	VTrans Transportation Planning Initiative
VAPDA	Vermont Association of Planning & Development Agencies (RPCs working together)
VOBCIT	Vermont Online Bridge & Culvert Inventory Tool
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)
--------	---

## Central Vermont Regional Planning Commission

## Balance Sheet

As of September 30, 2019

12:46 PM

10/29/19

Accrual Basis

	Sep 30, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Checking	42,104.19
Community National Bank	139,439.52
Northfield Savings - Reserve	81,967.37
Total Checking/Savings	263,511.08
Accounts Receivable	
Accounts Receivable	275,512.32
Total Accounts Receivable	275,512.32
Total Current Assets	539,023.40
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>562,666.71</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
*Accounts Payable	151,399.37
Total Accounts Payable	151,399.37
Credit Cards	
Peoples United Bank Visa	-1,697.57
Total Credit Cards	-1,697.57
Other Current Liabilities	
Accrued Compensatory Time	3,994.44
Accrued Vacation	17,523.38
Dependent Care Deductions	2,104.20
FED/FICA withholding	3,649.62
HSA deductible withholding	831.00
Pension Liability	5,497.59
State withholding	413.49
Total Other Current Liabilities	34,013.72
Total Current Liabilities	183,715.52
Total Liabilities	183,715.52
Equity	
Invested in Fixed Assets	15,836.34
Unrestricted Net Position	
Designated for High Meadows	1,939.55
Unrestricted Net Position - Other	271,740.00
Total Unrestricted Net Position	273,679.55
Net Income	89,435.30
Total Equity	378,951.19
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>562,666.71</b>

**Executive Committee**  
**Central Vermont Regional Planning Commission**  
**A/R Aging Summary**  
**As of September 30, 2019**

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
<b>ACCD</b>						
<b>ACCD 20</b>						
Core	2,670.56	0.00	0.00	0.00	0.00	2,670.56
<b>Total ACCD 20</b>	2,670.56	0.00	0.00	0.00	0.00	2,670.56
<b>Total ACCD</b>	2,670.56	0.00	0.00	0.00	0.00	2,670.56
<b>Berlin</b>						
Berlin Better Roads FY 20	82.95	0.00	0.00	0.00	0.00	82.95
<b>Total Berlin</b>	82.95	0.00	0.00	0.00	0.00	82.95
<b>Cabot</b>						
MPG Cabot Trail Planning	1,961.78	0.00	0.00	5,547.07	0.00	7,508.85
<b>Total Cabot</b>	1,961.78	0.00	0.00	5,547.07	0.00	7,508.85
<b>Calais</b>						
Calais Better Back Roads FY18	48.25	0.00	0.00	0.00	85.42	133.67
<b>Total Calais</b>	48.25	0.00	0.00	0.00	85.42	133.67
<b>Clean Water Act CCRPC</b>						
Clean Water						
Implementation	1,759.46	0.00	0.00	0.00	0.00	1,759.46
Oversight	463.68	0.00	0.00	0.00	0.00	463.68
Tactical Basin Planning	1,065.32	0.00	0.00	0.00	0.00	1,065.32
<b>Total Clean Water</b>	3,288.46	0.00	0.00	0.00	0.00	3,288.46
<b>Total Clean Water Act CCRPC</b>	3,288.46	0.00	0.00	0.00	0.00	3,288.46
<b>Cross VT Trail</b>	1,200.00	0.00	0.00	0.00	0.00	1,200.00
<b>Department of Environmental Conservation</b>						
Class 4 Road Remediation	13,000.00	0.00	0.00	0.00	0.00	13,000.00
ERP Northfield Water St.	31,253.51	0.00	0.00	0.00	0.00	31,253.51
Plainfield Health Center ERP	198.72	0.00	0.00	1,053.84	2,759.06	4,011.62
<b>Total Department of Environmental Conservation</b>	44,452.23	0.00	0.00	1,053.84	2,759.06	48,265.13
<b>DPS MOA</b>						
Response	0.00	0.00	0.00	4,237.91	0.00	4,237.91
DPS MOA - Other	0.00	0.00	0.00	0.00	261.10	261.10
<b>Total DPS MOA</b>	0.00	0.00	0.00	4,237.91	261.10	4,499.01
<b>East Montpelier</b>						
East Montpelier Better Back Roads	704.05	0.00	0.00	0.00	0.00	704.05
<b>Total East Montpelier</b>	704.05	0.00	0.00	0.00	0.00	704.05
<b>EMPGFY18</b>						
EMPG FY 18 Response	5,162.96	0.00	0.00	0.00	0.00	5,162.96
EMPG FY18 Tech Asst & Education	6,447.85	0.00	0.00	0.00	0.00	6,447.85
LEMP	1,791.20	0.00	0.00	0.00	0.00	1,791.20
Special Projects - EAB	9,862.64	0.00	0.00	0.00	0.00	9,862.64
Special Projects - LHMP	1,289.75	0.00	0.00	0.00	0.00	1,289.75
<b>Total EMPGFY18</b>	24,554.40	0.00	0.00	0.00	0.00	24,554.40
<b>Forest Parks and Recreation</b>						
Forest Integrity	1,520.46	0.00	0.00	0.00	0.00	1,520.46
<b>Total Forest Parks and Recreation</b>	1,520.46	0.00	0.00	0.00	0.00	1,520.46
<b>HMGP MEGA</b>	0.00	853.30	0.00	0.00	0.00	853.30
<b>HMPG Admin</b>	156.78	0.00	0.00	0.00	0.00	156.78
<b>LEPC SERC</b>						
LEPC 19	1,586.98	0.00	0.00	2,307.71	0.00	3,894.69
LEPC 20	228.93	121.37	0.00	1,387.27	0.00	1,737.57
LEPC SERC - Other	2,110.40	0.00	0.00	0.00	0.00	2,110.40

**Executive Committee**  
**Central Vermont Regional Planning Commission**  
**A/R Aging Summary**  
**As of September 30, 2019**

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
<b>Total LEPC SERC</b>	3,926.31	121.37	0.00	3,694.98	0.00	7,742.66
<b>Marshfield</b>						
Marshfield Better Roads FY 20	3,755.59	0.00	0.00	0.00	0.00	3,755.59
<b>Total Marshfield</b>	3,755.59	0.00	0.00	0.00	0.00	3,755.59
<b>Montpelier</b>	0.00	0.00	0.00	0.00	511.30	511.30
<b>Moretown</b>						
Moretown LHMP	375.52	0.00	0.00	2,390.30	4,521.44	7,287.26
<b>Total Moretown</b>	375.52	0.00	0.00	2,390.30	4,521.44	7,287.26
<b>NEIWPC</b>						
Berlin SW Final Design						
Task 1 - Hire Design Engineer QAPP Develop	1,038.96	0.00	0.00	1,010.22	0.00	2,049.18
Task 2 - Kickoff Meeting & 60 Percent Des	1,551.44	0.00	0.00	0.00	0.00	1,551.44
<b>Total Berlin SW Final Design</b>	2,590.40	0.00	0.00	1,010.22	0.00	3,600.62
<b>Total NEIWPC</b>	2,590.40	0.00	0.00	1,010.22	0.00	3,600.62
<b>Northfield</b>						
Northfield Better Back Roads FY18	436.90	0.00	0.00	0.00	0.00	436.90
<b>Total Northfield</b>	436.90	0.00	0.00	0.00	0.00	436.90
<b>Northwest Regional Comm'n</b>						
Energy Plan						
Year 3	2,790.34	4,850.88	0.00	0.00	14,112.31	21,753.53
<b>Total Energy Plan</b>	2,790.34	4,850.88	0.00	0.00	14,112.31	21,753.53
Municipal Grants in Aid	14,560.27	0.00	0.00	0.00	0.00	14,560.27
<b>Total Northwest Regional Comm'n</b>	17,350.61	4,850.88	0.00	0.00	14,112.31	36,313.80
<b>Orange</b>						
Orange Better Back Roads FY18	447.49	0.00	0.00	5,285.16	31.33	5,763.98
<b>Total Orange</b>	447.49	0.00	0.00	5,285.16	31.33	5,763.98
<b>Plainfield</b>	0.00	0.00	0.00	0.00	15.00	15.00
<b>Ranker Laura</b>	0.00	0.00	0.00	0.00	239.38	239.38
<b>Southern Windsor Regional Comm'n</b>						
Pouliet CW Block Grant	3,213.67	0.00	0.00	0.00	0.01	3,213.68
<b>Total Southern Windsor Regional Comm'n</b>	3,213.67	0.00	0.00	0.00	0.01	3,213.68
<b>Two Rivers Ottauquechee Comm'n</b>						
TROC 604b	0.00	1,265.66	485.17	0.00	1,885.17	3,636.00
<b>Total Two Rivers Ottauquechee Comm'n</b>	0.00	1,265.66	485.17	0.00	1,885.17	3,636.00
<b>VAPDA_</b>	0.00	0.00	0.00	0.00	333.58	333.58
<b>VTrans</b>						
TPI						
TPI Admin	2,476.12	0.00	0.00	2,014.45	0.00	4,490.57
TPI Project Develop	3,096.87	0.00	0.00	1,428.17	0.00	4,525.04
TPI Coordination	7,127.53	0.00	0.00	2,720.23	0.00	9,847.76
TPI Long Range	13,532.49	0.00	0.00	5,769.24	0.00	19,301.73
TPI Other VOBCIT	297.33	42.48	0.00	250.18	0.00	589.99
TPI Other Watershed	7,622.14	0.00	0.00	0.00	0.00	7,622.14
TPI SRP	17,753.45	0.00	0.00	8,648.77	0.00	26,402.22
<b>Total TPI</b>	51,905.93	42.48	0.00	20,831.04	0.00	72,779.45
<b>Total VTrans</b>	51,905.93	42.48	0.00	20,831.04	0.00	72,779.45
<b>Washington</b>						
Washington Better Roads FY 20	50.53	40.46	0.00	0.00	0.00	90.99
Washington - Other	0.00	0.00	0.00	0.00	1,246.80	1,246.80

**Executive Committee**  
**Central Vermont Regional Planning Commission**  
**A/R Aging Summary**  
**As of September 30, 2019**

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Total Washington	50.53	40.46	0.00	0.00	1,246.80	1,337.79
Waterbury						
Waterbury Better Roads FY 20	5,464.40	0.00	0.00	0.00	0.00	5,464.40
Total Waterbury	5,464.40	0.00	0.00	0.00	0.00	5,464.40
Watershed Consulting_						
WCA P3 Acre						
1. Coor/Site Selection	2,050.56	0.00	0.00	1,564.63	260.66	3,875.85
2. Engage/Report	22.08	0.00	0.00	238.94	0.00	261.02
Total WCA P3 Acre	2,072.64	0.00	0.00	1,803.57	260.66	4,136.87
Total Watershed Consulting_	2,072.64	0.00	0.00	1,803.57	260.66	4,136.87
Williamstown						
Local HMP	183.68	0.00	0.00	0.00	7,612.00	7,795.68
Williamstown Better Back Roads FY18	7,409.75	0.00	0.00	64.93	39.17	7,513.85
Total Williamstown	7,593.43	0.00	0.00	64.93	7,651.17	15,309.53
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	0.00	0.00	0.00	191.29	3,021.62	3,212.91
Total Worcester	0.00	0.00	0.00	191.29	3,021.62	3,212.91
<b>TOTAL</b>	<b>179,823.34</b>	<b>7,174.15</b>	<b>485.17</b>	<b>46,110.31</b>	<b>41,919.35</b>	<b>275,512.32</b>

## Central Vermont Regional Planning Commission

## FY 20 Budget VS. Actual

July through September 2019

Accrual Basis

	Jul - Sep 19	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
ACCD	63,839.11	269,638.00	-205,798.89	23.7%
Community Development				
Local Energy Planning	7,641.22	17,300.00	-9,658.78	44.2%
<b>Total Community Development</b>	<b>7,641.22</b>	<b>17,300.00</b>	<b>-9,658.78</b>	<b>44.2%</b>
<b>Fee for Services</b>				
Cross VT Trail	0.00	1,200.00	-1,200.00	0.0%
GIS Mapping	131.00	700.00	-569.00	18.7%
WBRD Admn	0.00	4,000.00	-4,000.00	0.0%
<b>Total Fee for Services</b>	<b>131.00</b>	<b>5,900.00</b>	<b>-5,769.00</b>	<b>2.2%</b>
<b>Municipal Contracts</b>				
Better Back Roads	18,059.08	15,081.00	2,978.08	119.7%
Cabot Trails MPG 19	1,961.78	18,911.00	-16,949.22	10.4%
Local Hazard Mitigation Plans	612.86	2,209.00	-1,596.14	27.7%
<b>Total Municipal Contracts</b>	<b>20,633.72</b>	<b>36,201.00</b>	<b>-15,567.28</b>	<b>57.0%</b>
<b>Natural Resources</b>				
604B Water Planning	1,070.17	2,418.00	-1,347.83	44.3%
DEC Moretown School SW Design	0.00	19,636.00	-19,636.00	0.0%
DEC Woodbury SW Final Design	0.00	17,080.00	-17,080.00	0.0%
Forest Integrity	1,520.46	9,000.00	-7,479.54	16.9%
NEIWPCC Berlin SW Final Design	2,590.40	45,306.00	-42,715.60	5.7%
Northfield Water Street	317,546.64	516,932.00	-199,385.36	61.4%
Plainfield Health Center ERP	375.36	21,610.00	-21,234.64	1.7%
SWCRPC Clean Water Block Grant	1,417.66			
Water Quality	3,253.08	26,129.00	-22,875.92	12.5%
WCA P3	2,072.64	2,565.00	-492.36	80.8%
<b>Total Natural Resources</b>	<b>329,846.41</b>	<b>660,676.00</b>	<b>-330,829.59</b>	<b>49.9%</b>
<b>Other Income</b>				
Interest Income	206.34	10.00	196.34	2,063.4%
Other Income - Other	232.78			
<b>Total Other Income</b>	<b>439.12</b>	<b>10.00</b>	<b>429.12</b>	<b>4,391.2%</b>
<b>Public Safety</b>				
EMPG	24,554.40	86,998.00	-62,443.60	28.2%
LEPC SERC	5,632.26	27,964.00	-22,331.74	20.1%
LHMP	0.00	12,819.00	-12,819.00	0.0%
VEM Emergency Operation MOA	0.00	1,500.00	-1,500.00	0.0%
<b>Total Public Safety</b>	<b>30,186.66</b>	<b>129,281.00</b>	<b>-99,094.34</b>	<b>23.3%</b>
<b>Town Dues</b>				
Town Dues	78,040.80	78,041.00	-0.20	100.0%
<b>Total Town Dues</b>	<b>78,040.80</b>	<b>78,041.00</b>	<b>-0.20</b>	<b>100.0%</b>
<b>Transportation</b>				
DEC Class IV Road Demonstration	13,000.00	12,257.00	743.00	106.1%
Grants in Aid	14,560.27	10,338.00	4,222.27	140.8%
TPI	51,948.41	240,613.00	-188,664.59	21.6%
<b>Total Transportation</b>	<b>79,508.68</b>	<b>263,208.00</b>	<b>-183,699.32</b>	<b>30.2%</b>
<b>Total Income</b>	<b>610,266.72</b>	<b>1,460,255.00</b>	<b>-849,988.28</b>	<b>41.8%</b>
<b>Gross Profit</b>	<b>610,266.72</b>	<b>1,460,255.00</b>	<b>-849,988.28</b>	<b>41.8%</b>
<b>Expense</b>				
Advertising	505.26	2,385.00	-1,879.74	21.2%
Cleaning	560.00	2,080.00	-1,520.00	26.9%
Consultants	327,629.95	611,740.00	-284,110.05	53.6%

**Executive Committee**  
**Central Vermont Regional Planning Commission**  
**FY 20 Budget VS. Actual**

Accrual Basis

July through September 2019

	Jul - Sep 19	Budget	\$ Over Budget	% of Budget
<b>Copy</b>				
Copier extra copies	270.62	2,000.00	-1,729.38	13.5%
Copier Lease Payments	648.22	2,784.00	-2,135.78	23.3%
<b>Total Copy</b>	918.84	4,784.00	-3,865.16	19.2%
<b>Depreciation expense</b>	0.00	6,000.00	-6,000.00	0.0%
<b>Dues/Pubs/Sponsorships</b>				
Government Relations	2,609.28			
Dues/Pubs/Sponsorships - Other	1,022.72	11,104.00	-10,081.28	9.2%
<b>Total Dues/Pubs/Sponsorships</b>	3,632.00	11,104.00	-7,472.00	32.7%
<b>Equipment - Repairs and Mainten</b>	0.00	400.00	-400.00	0.0%
<b>Interest Expense</b>	0.00	10.00	-10.00	0.0%
<b>Liability Insurance</b>	1,344.00	1,550.00	-206.00	86.7%
<b>Meetings/Programs</b>	1,806.55	11,442.00	-9,635.45	15.8%
<b>Office Renovation/Relocation</b>	0.00	5,000.00	-5,000.00	0.0%
<b>Office Rent/Occupancy</b>				
Rent/Utility Deposits	10,595.85	42,583.00	-31,987.15	24.9%
<b>Total Office Rent/Occupancy</b>	10,595.85	42,583.00	-31,987.15	24.9%
<b>Other Expenses</b>				
<b>Fees</b>				
Annual Fees - Line of Credit	0.00	1,035.00	-1,035.00	0.0%
Bank Fees	35.00	100.00	-65.00	35.0%
DRRA Fees	20.70	150.00	-129.30	13.8%
Payroll Direct Deposit Fees	132.00	420.00	-288.00	31.4%
<b>Total Fees</b>	187.70	1,705.00	-1,517.30	11.0%
<b>Other Expenses - Other</b>	0.00	140.00	-140.00	0.0%
<b>Total Other Expenses</b>	187.70	1,845.00	-1,657.30	10.2%
<b>Postage</b>	52.50	2,010.00	-1,957.50	2.6%
<b>Professional Services</b>				
Accounting	16,858.50	56,576.00	-39,717.50	29.8%
Audit	7,500.00	7,500.00	0.00	100.0%
IT/Computer	901.20	5,530.00	-4,628.80	16.3%
Legal	2,491.50	5,000.00	-2,508.50	49.8%
Professional Services - Other	69.50	6,860.00	-6,790.50	1.0%
Videography	350.00	2,285.00	-1,935.00	15.3%
Website Update	0.00	5,000.00	-5,000.00	0.0%
<b>Total Professional Services</b>	28,170.70	88,751.00	-60,580.30	31.7%
<b>Reserve Contribution</b>	0.00	25,000.00	-25,000.00	0.0%
<b>Software/Licenses/IT</b>	8.00	7,205.00	-7,197.00	0.1%
<b>Subscriptions/Publications</b>	38.00	644.00	-606.00	5.9%
<b>Supplies - Billable</b>	1,879.00	1,908.00	-29.00	98.5%
<b>Supplies - Office</b>				
Equipment/Server	280.93	5,050.00	-4,769.07	5.6%
GIS Supplies	0.00	1,600.00	-1,600.00	0.0%
Office Supplies	262.03	5,500.00	-5,237.97	4.8%
<b>Total Supplies - Office</b>	542.96	12,150.00	-11,607.04	4.5%
<b>Telephone</b>	1,611.95	6,445.00	-4,833.05	25.0%
<b>Travel</b>	3,885.75	14,156.00	-10,270.25	27.4%
<b>Wages and Fringe Benefits</b>				
<b>Fringe Benefits</b>				
FICA	9,413.57	33,958.00	-24,544.43	27.7%
Health Insurance	20,222.80	82,904.00	-62,681.20	24.4%
Life Disability Insurance	861.53	4,099.00	-3,237.47	21.0%
Pension Plan	5,141.64	20,087.00	-14,945.36	25.6%
Unemployment Comp	275.00	1,400.00	-1,125.00	19.6%
Workmen's comp	1,351.00	1,546.00	-195.00	87.4%

**Executive Committee**  
**Central Vermont Regional Planning Commission**  
**FY 20 Budget VS. Actual**  
**July through September 2019**

Accrual Basis

	<u>Jul - Sep 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Total Fringe Benefits</b>	37,265.54	143,994.00	-106,728.46	25.9%
<b>Personnel</b>	100,196.87	455,939.00	-355,742.13	22.0%
<b>Total Wages and Fringe Benefits</b>	137,462.41	599,933.00	-462,470.59	22.9%
<b>Total Expense</b>	520,831.42	1,459,125.00	-938,293.58	35.7%
<b>Net Ordinary Income</b>	89,435.30	1,130.00	88,305.30	7,914.6%
<b>Net Income</b>	<u><b>89,435.30</b></u>	<u><b>1,130.00</b></u>	<u><b>88,305.30</b></u>	<u><b>7,914.6%</b></u>



## Paid Time Off Liability Balances

As of September 30, 2019

## COMPENSATORY TIME

Employee	Pay Rate	Hours	Current Value	Maximum Hours <sup>1</sup>	Maximum Accrual <sup>1</sup>
Andrews, A.	21.11	3.00	\$ 63.33		
Chartrand, N.	25.50	11.75	\$ 299.63		
Currier, D.	29.68	0.00	\$ -		
DeAndrea, P.	27.75	0.00	\$ -		
<del>DeLaBruere, J.</del>	<del>18.51</del>	<del>0.00</del>	<del>\$ -</del>		
Zachary Maia	19.06	0.00	\$ -		
Rock, Clare	27.63	13.00	\$ 359.19		
Waninger, B.	42.47	98.75	\$ 4,193.91		
		<b>126.50</b>	<b>\$ 4,916.06</b>		

## SICK LEAVE

Employee	Pay Rate	Hours	Current Value	Maximum Hours <sup>2</sup>	Maximum Accrual
Andrews, A.	21.11	201.04	\$ 4,243.95	360	\$ 7,599.60
Chartrand, N.	25.50	92.35	\$ 2,354.93	101	\$ 2,570.40
Currier, D.	29.68	352.50	\$ 10,462.20	360	\$ 10,684.80
DeAndrea, P.	27.75	0.00	\$ -	240	\$ 6,660.00
<del>DeLaBruere, J.</del>	<del>18.51</del>	<del>0.00</del>	<del>\$ -</del>	<del>0</del>	<del>\$ -</del>
Zachary Maia	19.06	37.25	\$ 709.99	40	\$ 762.40
Rock, Clare	27.63	91.35	\$ 2,524.00	154	\$ 4,243.97
Waninger, B.	42.47	360.00	\$ 15,289.20	360	\$ 15,289.20
		<b>1,134.49</b>	<b>\$ 35,584.26</b>	<b>1,614</b>	<b>\$ 47,810.37</b>

## VACATION LEAVE

Employee	Pay Rate	Hours	Current Value	Maximum Hours <sup>2</sup>	Maximum Accrual
Andrews, A.	21.11	239.74	\$ 5,060.91	280	\$ 5,910.80
Chartrand, N.	25.50	82.89	\$ 2,113.70	84	\$ 2,143.53
Currier, D.	29.68	31.37	\$ 931.06	280	\$ 8,310.40
DeAndrea, P.	27.75	18.64	\$ 517.26	160	\$ 4,440.00
<del>DeLaBruere, J.</del>	<del>18.51</del>	<del>0.00</del>	<del>\$ -</del>	<del>0</del>	<del>\$ -</del>
Zachary Maia	19.06	36.70	\$ 699.50	37	\$ 699.50
Rock, Clare	27.63	18.85	\$ 520.83	128	\$ 3,534.43
Waninger, B.	42.47	193.25	\$ 8,207.33	200	\$ 8,494.00
		<b>621.44</b>	<b>\$ 18,050.58</b>	<b>1,169</b>	<b>\$ 33,532.66</b>

## SUMMARY

	Current	Maximum
Total Paid Time Off Liability	\$ 58,550.91	\$ 86,259.09
Maximum versus Current Difference	\$ 27,708.18	Percent of Max 68%

<sup>1</sup>No maximum. Compensatory Time is based on hours worked in excess of regularly scheduled hours. The Personnel Policy discusses monitoring of compensatory time.

<sup>2</sup>Maximum hours depicted reflect the maximum an employee could have earned based on years of employment and employment status (FT or PT).



## MEMO

Date: October 28, 2019  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Contract/Agreement Approvals

### GRANTS & SERVICE AGREEMENTS

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

#### Northwest Regional Planning Commission – Municipal Grants in Aid FY20

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

**Scope of Work:** The Grants In Aid program provides funding to municipalities to implement Best Management Practices (BMPs) on hydrologically-connected municipal road segments that do not or partially meet Municipal Roads General Permit standards. Hydrologically-connected road segments directly drain into surface waters (streams, rivers, ponds, lakes and wetlands.) The project was designed to be a streamlined approach to providing financial and technical support to municipalities. CVRPC will administer and deliver the program in Central Vermont.

**Funding:**

Grant Amount: \$34,442 (state funds)

Match Amount: None.

**Performance Period:** 08/01/19 – 06/30/20

**Staff:** Dan Currier (primary), Ashley Andrews, Ashlynn Shanahan, Bonnie Waninger.

**CONTRACTS WRITTEN**

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

**Watershed Consulting Associates, LLC – Northfield Water Street Stormwater Project Implementation**

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

**Scope of Work:** Complete final design plan and provide construction oversight for a stormwater mitigation project on Water Street in Northfield. The scope of work previously was amended to incorporate additional design of stormwater pipe from Traverse Street to Water Street and for additional administrative costs associated with the design changes. This amendment removes Task 8 - Material Testing and Inspection from the scope of work because the contractor included reports on material testing and inspection with Task 7 - Post Construction Inspection, Reporting and As-Built Plans.

**Funding:**

Contract Amount: ~~\$21,105~~ ~~\$30,105~~ \$26,705

Funding Source: Vermont Department of Environmental Conservation

**Performance Period:** 03/14/18 – ~~11/30/18~~ 09/15/19 10/31/19

**CVRPC Staff:** Pam DeAndrea

**Note:** This project's performance period was modified early in the project when VT DEC requested a substantial design change after previously approving the design. DEC subsequently agreed to fund the cost increase associated with the design change.

**FOR INFORMATION ONLY**

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

**GRANT AND SERVICE AGREEMENTS RECEIVED**

None.

**CONTRACTS WRITTEN****G&N Construction – Northfield Water Street Stormwater Implementation Construction  
Change Order 5**

**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.

Change Order #5 extends the contract performance period by 14 days to allow for completion of contract documentation paperwork. It also removes item D-1, Pavement Roadway Repair, from the contractor's scope of work. The Town of Northfield accepted responsibility for this work.

**Funding:**

Contract Amount: \$460,816.75 (no change)

Funding Source: Vermont Department of Environmental Conservation

**Performance Period:** 05/15/19 – ~~08/30/19~~ 09/13/19 09/27/19 10/11/19

**CVRPC Staff:** Pam DeAndrea

**Note:** The value of work previously proposed as match by the Town of Northfield did not meet the Town's required match. The Town proposed completing paving rather than contributing a cash match as it already has a paving contractor and paving is within the Town's existing budget.

**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.

None.

**Executive Committee**  
**NORTHWEST REGIONAL PLANNING COMMISSION**  
**MUNICIPAL GRANTS IN AID PROGRAM**  
**SUB-GRANT AGREEMENT**  
**With**  
**Central Vermont Regional Planning Commission**

1. Parties: This is an Agreement for services between the Northwest Regional Planning Commission (NRPC) a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 75 Fairfield Street, St. Albans, VT and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT (hereinafter called "SUBRECIPIENT"). It is the SUBRECIPIENT's responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUBRECIPIENT is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Subgrant Agreement is to provide program delivery for the Municipal Grants in Aid Program under NRPC's agreement with the Vermont Department of Environmental Conservation (2020-CWF-MRGIA-01). The SUBRECIPIENT's Scope of Work and Budget is in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by SUBRECIPIENT, the NRPC agrees to pay SUBRECIPIENT, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$33,442.
4. Agreement Term: The period of SUBRECIPIENT's performance shall begin on August 1, 2019 and end on June 30, 2020.
5. Source of Funds: Vermont Department of Environmental Conservation.
6. Amendment: 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 representative of the NRPC and SUBRECIPIENT.
7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Contact persons for this award:

NRPC: Catherine Dimitruk

P: (802) 524-5958

E: CDimitruk@nrpcvt.com

SUBRECIPIENT: Central Vermont Regional Planning Commission

9. Attachments: This Agreement consists of two pages plus the following attachments which are incorporated herein:

Attachment A –SUBRECIPIENT Scope of Work and Budget

Attachment B - Payment Provisions

Attachment C - Pass-through State Grant Provisions

Attachment D – Pass-through Other Contract Provisions

Attachment E – Pass-through Standard Terms and Conditions for Federal Subrecipients (Environmental Protection Agency)

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

NORTHWEST REGIONAL PLANNING COMMISSION

SUBRECIPIENT

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

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

Name: Catherine Dimitruk

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

Title: Executive Director

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

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

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

ATTACHMENT A  
SUBRECIPIENT Scope of Work and Budget  
Regional Planning Commissions

**Scope of Work:**

The State of Vermont released a Municipal Roads General Permit (MRGP) in 2018, pursuant to Act 64 of 2015 and as part of the implementation milestones for the Phosphorus Total Maximum Daily Loads (TMDLs) for Vermont Segments of Lake Champlain. The “best management practices” (BMPs) used to address water quality concerns on unpaved roads are among the most cost-effective actions to reduce nutrient and sediment pollution. BMP implementation will also enhance municipalities’ resilience to flood damages and will help reduce long-term maintenance costs. There are approximately 13,000 miles of municipal roads in Vermont, of which approximately half directly drain into surface waters (streams, rivers, ponds, lakes, and wetlands), referred to as “hydrologically connected road segments.”

The purpose of this Grants-in-Aid program is to provide funding to municipalities to implement BMPs on municipal roads ahead of the MRGP implementation schedule. Grants-in-Aid funds are only available for Vermont municipalities that are required to comply with the MRGP.

Grants-in-Aid funds can only be used for project construction costs on hydrologically connected municipal road segments that do not or partially meet MRGP standards, and work must result in bringing those segments into full compliance with the MRGP. BMPs eligible for funding under this program that support compliance with the MRGP standards are the following:

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Addressing gully erosion on Class 4 roads; and
- Stabilizing catch basin outlets.

The RPC shall:

1. Provide program delivery, technical assistance, and verification of MRGP compliance to all municipalities participating in the program as follows:
  - Serve as point-of-contact for regional municipalities regarding this program.
  - Upon notification from NRPC, announce the program, conduct outreach to maximize municipal participation, invite municipalities to enroll and complete any other necessary start-up activities.
  - Provide maps as needed to participating municipalities that show the number and location of municipally- owned hydrologically connected roads. Refer to the VTDEC map layer for *hydrologically-connected* municipal roads in Vermont, available at: <http://anr.vermont.gov/maps/nr-atlas>.
- Identify and select priority project locations (i.e., hydrologically connected municipal road segments) and BMPs that are necessary to bring road segments into full compliance with MRGP standards. Use Geographic Information Systems (GIS) to map project locations.
- Follow Municipal Roads General Permit feasibility section which states: The implementation of a standard does not require the acquisition of additional state or federal permits (Self-verification under a non-reporting permit category does not constitute a permit for purposes of this section) or noncompliance with such permits, or noncompliance with any other state or federal law. The implementation of a standard does not require the condemnation of private property; impacts to significant environmental and historic resources, including historic stone walls, historic structures, historic landscapes, or vegetation within 250 feet of a lakeshore; impacts to buried utilities; and excessive hydraulic hammering of ledge. Grantee may reference the ANR Atlas Ecosystem Restoration Grants Screening layer theme to help identify potential issues. Instructions are available at: [https://dec.vermont.gov/sites/dec/files/wsm/erp/docs/manual\\_appendix1.pdf](https://dec.vermont.gov/sites/dec/files/wsm/erp/docs/manual_appendix1.pdf). If you have

questions regarding natural resource issues, the Water Quality Project Screening Tool provides regulatory and non-regulatory contact information for a discrete project location (by address or latitude/longitude), available at: <https://anrweb.vt.gov/DEC/cleanWaterDashboard/ScreeningTool.aspx>.

- Hold pre-construction meetings with participating municipalities to collect or verify road erosion inventory data and review Best Management Practices (BMP) construction plans. **Deadline: September 30, 2019**
- Hold post-construction meetings with participating municipalities to verify road segment(s) fully meet MRGP standards and prepare and submit project reporting materials to the state for tracking purposes. **Deadline: within 20 days of construction completion.** If a road segment is not fully compliant post-construction, the municipality must bring the segment into full compliance before payment is released and the segment is reported as fully meeting standards.
  - DEC requests that RPCs make every effort to conduct post-construction site visits to verify full MRGP compliance at the end of construction while municipal road crews still have equipment on site or access to equipment to address any issues identified during the post-construction site visit.
- Coordinate with NRPC to request third-party technical assistance, if necessary, in support of this program.
- Post clean water project signs during project construction in accordance with *Department of Environmental Conservation (DEC) Clean Water Initiative Program (CWIP) Guidelines for Clean Water Project Signs* (available at: [https://dec.vermont.gov/sites/dec/files/DEC-CWIP\\_CleanWaterProjectSignsGuidance\\_FINAL.pdf](https://dec.vermont.gov/sites/dec/files/DEC-CWIP_CleanWaterProjectSignsGuidance_FINAL.pdf)) with a target of posting signs for 10-15% of MRGIA projects constructed in each region of the state. Use of signs should be prioritized, specifically within the Grants-in-Aid program, for projects with the greatest public visibility, duration of construction, and addressing the greatest number of road segments.
- Submit online reports of outreach activities completed under the scope of this cooperative agreement (includes workshops, trainings, and public/stakeholder meetings) using the Clean Water Outreach Efforts ANR Online form (i.e., nFORM) within one week of each event taking place (online form and instructions available at: <http://dec.vermont.gov/watershed/cwi/grants>).

2. Assist with Municipal Invoicing and Reporting as follows:

- Collect information from non-participating municipalities on why they decided not to participate in the program and submit summary to the NRPC. **Deadline: August 31, 2019.**
- Assist municipalities with invoicing requirements and reporting for BMP construction projects using templates provided by the NRPC. Invoicing shall document construction project costs to ensure a substantial contribution of a minimum of 20% local match, including in-kind transportation, municipal staff time, cash or other demonstration of substantial contribution. The State will reimburse 80% of documented costs of the project, with a maximum of the DEC final offer amount.
- Review BMP construction project invoices and reports for accuracy and completeness before submitting to NRPC for reimbursement on behalf of the municipalities. All invoices shall be submitted by email to [gia@nrpcvt.com](mailto:gia@nrpcvt.com). Reporting shall include submission of photographs before and after BMP construction (taken from the same perspective) and photographs of clean water project signs posted during construction. Photographs must be submitted as JPEG files with minimum 300 pixels per inch (PPI) resolution using a naming format provided by NRPC.
- Assist municipalities with invoicing requirements and reporting for equipment purchases (if applicable) using templates provided by the NRPC. Invoicing shall document costs to ensure a substantial contribution of a minimum of 20% local match, cash or other demonstration of substantial contribution. The State will reimburse 80% of documented costs of the equipment, with a maximum of the DEC final offer amount.
- Review equipment invoices and reports for accuracy and completeness before submitting to NRPC for reimbursement on behalf of the municipalities (if applicable). All invoices shall be submitted by email to [gia@nrpcvt.com](mailto:gia@nrpcvt.com). Reporting shall include submission of signed operations & maintenance agreement, a copy of the equipment maintenance manual, completed final performance report form, a written request to transfer ownership and photographs of equipment purchased in use. Photographs must be submitted as JPG files with minimum 300 pixels per inch (PPI) resolution.
- Compile financial documentation for regional municipalities and provide to NRPC monthly by the 15<sup>th</sup> at **GIA@nrpcvt.com** to facilitate payment of grant funds. Ensure that municipalities understand that 1). All eligible expenses, including local match, must be made after the completion of pre-construction site visit and notice to proceed, and 2) funds from other federal or state grant programs or local match for those other federal and



state grant programs cannot be included as match and 3) MRGP fees paid to the State cannot be included as match. Funds provided through this agreement cannot be used by municipalities to pay MRGP fees to the State.

Northwest Regional Planning Commission Responsibilities:

1. Serve as the point of contact and coordinator for the project statewide; act as a liaison to VT DEC for all issues and questions regarding the program.
2. Provide the maximum grant award for each participating municipality determined by VT DEC using a formula based on the number of hydrologically connected municipal road miles or equipment choice.
3. Provide reporting templates and methods for BMP project reports and equipment purchases, financial reporting and progress reports.
4. Make payments to municipalities upon receipt of invoices submitted from the Grantee to provide reimbursement to participating municipalities for completed construction projects.
5. Make a maximum of \$45,000 in technical assistance available statewide to assist with project development, project review or project selection.
6. Complete regular program updates for distribution and completion of mid-year and final program reports.

**AGREEMENT BUDGET**

	PROGRAM DELIVERY 1	PROGRAM DELIVERY 2	Total
Central VT	\$16,031.00	\$17,411.00	\$33,442.00

Program Delivery 1 funds are available as start-up program costs. Program delivery 2 funds are pending availability until completion of some or all construction projects. NRPC's agreement with DEC limits total program delivery to a maximum of 15% of construction grants. NRPC will notify Subrecipient if program delivery 2 funds will be reduced in order to comply with this requirement.

ATTACHMENT B  
PAYMENT PROVISIONS

The NRPC agrees to compensate the SUBRECIPIENT for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement. The SUBRECIPIENT's budget is listed in Attachment A.

A. General. The NRPC agrees to pay the SUBRECIPIENT and the SUBRECIPIENT agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachment A, a maximum reimbursement not to exceed the amount in Attachment A based upon actual documented costs.

B. Payment Procedures. The NRPC shall pay, or cause to be paid, to the SUBRECIPIENT progress payments for invoices which will be submitted no more frequently than quarterly and **upon completion of the deliverables.** Requests for payment shall be made directly to the NRPC at [GIA@nrpcvt.com](mailto:GIA@nrpcvt.com) and **shall be accompanied by progress reports which will include any deliverables.**

Upon invoice from the SUBRECIPIENT NRPC will pay or cause to be paid actual documented **program delivery 1** costs in advance of completion of construction projects and based on actual documented expenses. Pending availability of funds, upon invoice from the SUBRECIPIENT, NRPC will pay or cause to be paid the remaining **program delivery 2** costs upon completion of construction projects and based on actual documented expenses. In no case will NRPC pay program delivery 2 expenses in excess of 15% of construction reimbursement requests.

The SUBRECIPIENT must submit invoices for work included in **Attachment A.** NRPC requires that time and effort detail for personnel costs and/or detail of direct costs be included with invoices for this agreement. Back up documentation for personnel and direct costs must be retained by the SUBRECIPIENT and provided upon request. The SUBRECIPIENT certifies the accuracy of costs when signing each invoice.

The NRPC shall pay for all services, expenses and materials accomplished or used during the period of this Agreement up to the maximum amount and only that effort will be included on invoices under this Agreement.

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

Deadlines in the scope of work are firm and most cannot be modified for any reason. Failure to complete deliverables by the deadlines may result in forfeiture of some or all of SUBRECIPIENT's payments and/or cancellation of the agreement and/or the RPC's municipalities not being reimbursed for their grants. No modifications to deadlines are allowed without prior approval of NRPC and only because of unexpected circumstances beyond the control of NRPC or SUBRECIPIENT.

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 D: OTHER CONTRACT PROVISIONS

1. **Required Deliverable for Outreach Activities:** As stated in the grant agreement's table of deliverables, all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings) are required to complete the Clean Water Outreach Efforts nFORM within one week of each event taking place. This online form and corresponding instructions are available at: <http://dec.vermont.gov/watershed/cwi/grants>
2. **Match Documentation:** If the project requires match, all match must be documented and reported using the Form 430-M (<http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx>) and should be submitted at the close of the project with the final invoice.
3. **ANR Atlas Map:** State VTDEC map layer for hydrologically-connected municipal roads in Vermont, available at: <https://anr.vermont.gov/maps/nr-atlas>
4. **ANR Atlas Screening Layer:** Grantee may reference the ANR Atlas Ecosystem Restoration Grants Screening layer theme to help identify potential issues. Instructions are available at: [https://dec.vermont.gov/sites/dec/files/wsm/erp/docs/manual\\_appendix1.pdf](https://dec.vermont.gov/sites/dec/files/wsm/erp/docs/manual_appendix1.pdf).
5. **Water Quality Project Screening Tool:** provides regulatory and non-regulatory contact information for a discrete project location (by address or latitude/longitude), available at: <https://anrweb.vt.gov/DEC/cleanWaterDashboard/ScreeningTool.aspx>.
6. **Clean Water Project Signs:** DEC Clean Water Initiative Program (CWIP) Guidelines for Clean Water Project Signs available at: [https://dec.vermont.gov/sites/dec/files/DEC-CWIP\\_CleanWaterProjectSignsGuidance\\_FINAL.pdf](https://dec.vermont.gov/sites/dec/files/DEC-CWIP_CleanWaterProjectSignsGuidance_FINAL.pdf)

**ATTACHMENT E: STANDARD TERMS AND CONDITIONS FOR FEDERAL  
SUBRECIPIENTS (ENVIRONMENTAL PROTECTION AGENCY)**

- **Introduction.** The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.
- **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR 200, states that the Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR 200), as supplemented by this part, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. This part satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by this part. EPA also has programmatic regulations located in 40 CFR Chapter 1 Subchapter B.
- **Implementing Procurement Standards.** There is a one-year grace period available to non-Federal entities for implementation of the procurement standards in 2 CFR 200.317 through 200.326. As will be detailed in the 2015 OMB Compliance Supplement, non-Federal entities choosing to delay implementation will need to specify in their documented policies and procedures that they continue to comply with 40 CFR Part 30 or 31 as applicable for one additional fiscal year which begins after December 26, 2014.

- **Effective Date and Incremental or Supplemental Funding.** Consistent with the OMB Frequently Asked Questions at <https://cfo.gov/cofar> on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 200.98) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 200 and 1500).
  - **Automated Clearing House (ACH) Payments.** Under this payment mechanism, the Vermont Department of Finance and Management will obtain the recipient's banking information from the ACH Vendor Authorization Form. Recipients can also sign up for the Vendor Portal – a secure online system that gives vendors direct access to payment information. Additional information concerning ACH can be obtained by contacting the Vermont Department of Finance and Management at 802-828-0676, or by visiting: <http://finance.vermont.gov/forms>
  - **Consultant Cap.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.
- 5. Electronic and Information Technology Accessibility.** Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>).
- 6. Civil Rights Obligations.** This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
- **Statutory Requirements**
    - In carrying out this agreement, the recipient must comply with:
      - Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- If the recipient is conducting an education program under this agreement, it must also comply with:
  - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.
- If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

**8.1.3.1** Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

- **Regulatory Requirements**

- The recipient agrees to comply with all applicable EPA civil rights regulations, including:
  - For Title IX obligations, 40 C.F.R. Part 5; and
  - For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
  - As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

- **TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation**

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004\\_register&docid=fr25jn04-79.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf).
- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

**8. Drug-Free Workplace.** The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/>.

9. **Hotel-Motel Fire Safety.** Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel- Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.
11. **Recycled Paper.** When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.
12. **Resource Conservation and Recovery Act.** Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

### 13. Trafficking in Persons

- **Provisions applicable to a recipient that is a private entity.**
  - The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—
    - Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - Procure a commercial sex act during the period of time that the award is in effect; or
    - Use forced labor in the performance of the award or subawards under the award.
  - We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity —
    - Is determined to have violated a prohibition in paragraph 26.1 of this award term; or
    - Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 26.1 of this award term through conduct that is either—
      - Associated with performance under this award; or
      - Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.
- **Provision applicable to a recipient other than a private entity.** EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  - Is determined to have violated an applicable prohibition in paragraph 26.1. of this award term; or

- Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 26.1 of this award term through conduct that is either—
  - Associated with performance under this award; or
  - Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by EPA at 2 CFR 1532.

**D. Provisions applicable to any recipient.**

- The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph 26.1 of this award term.
- Our right to terminate unilaterally that is described in paragraph 26.1.2 and 26.2:
  - Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - Is in addition to all other remedies for noncompliance that are available to us under this award.
- The recipient must include the requirements of paragraph 26.1 of this award term in any subaward made to a private entity.

**B. Definitions.** For purposes of this award term:

- “Employee” means either:
  - An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- “Private entity”:
  - Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - Includes:
    - A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - A for-profit organization.
- “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**28. Utilization of Small, Minority and Women’s Business Enterprises**

**13.1 General Compliance, 40 CFR, Part 33.** The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

- **Fair Share Objectives, 40 CFR, Part 33, Subpart D.** A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

- **Current Fair Share Objective/Goal.** The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The **Vermont Department of Environmental Conservation** has negotiated MBE/WBE fair share objectives/goals with EPA.
- **Negotiating Fair Share Objectives/Goals.** In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.
- **Six Good Faith Efforts, 40 CFR, Part 33, Subpart C.** Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
  - Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
  - Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  - Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
  - Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
  - Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
  - If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.
- **MBE/WBE Reporting, 40 CFR, Part 33, Subpart E.** MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
  - there are any funds budgeted in the contractual, equipment or construction lines of the award;

b. \$3,000 or more is included for supplies; or

c. there are funds budgeted for repos or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

This award meets one or more of the conditions as described above, therefore, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis.

When completing the annual report, recipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the “last report” of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due within 90 days after the end of the project period.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:

**U.S. Environmental Protection Agency – Region I 5**  
**Post Office Square – Suite 100 (OARM16-2) Boston,**  
**MA 02109-3912**  
**Attn: Mr. Larry Wells, Disadvantaged Business Utilization Program Manager**

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program’s Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm)

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

- D. Contract Administration Provisions, 40 CFR, Section 33.302.** The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
- E. Bidders List, 40 CFR, Section 33.501(b) and (c).** Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

**32. Unpaid Federal Tax Liabilities and Federal Felony Convictions.** Per Public Law 113-6 (Consolidated and Further Continuing Appropriations Act, 2013) and Public Law 112-175 (Continuing Appropriations Resolution, 2013) this award is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, Public Law 112-74, Division E, Title IV, Sections 433 and 434 (sections 433 and 434) regarding unpaid federal tax liabilities and federal felony

convictions. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION  
AGREEMENT AMENDMENT**

---

PARTY: Watershed Consulting Associates, LLCAGREEMENT #: 2018-06AGREEMENT AMENDMENT #: 2

SUBJECT: Northfield Water Street Stormwater Project Implementation

Agreement #2018-06, entered into by the Central Vermont Regional Planning Commission, and by Watershed Consulting Associates, LLC, is amended as follows:

1. **Maximum Amount.** The total contract cost is amended from a sum not to exceed \$30,105.00 to a sum not to exceed \$27,105.00 due to the removal of the task Materials Testing, which was conducted by the Construction Contractor, G&N Excavation.
2. **Contract Term.** The period of contractor's performance has been modified to end on October 31, 2019.
3. **Prior Approvals.** Approval by the Executive Committee   X   is /    is not required.
4. **Performance Measures:** Delivery dates for the following tasks have been changed as indicated below:

Task	Date	Deliverables
7 – Post Construction Inspection, Reporting and As-Built Plans	October 17, 2019	Post Construction site walk attendance Final Construction Report with photos, maintenance plan, and as-built plans
8 – Summary Inspection Report	October 31, 2019	Summary Inspection Report

6. **Payment Provisions.** The budget for Task 8, Materials Testing and Inspection Reports was reduced from \$3,400 to \$400 to remove the cost of the materials testing and leave the cost associated with providing a summary of the inspections reports to CVRPC. The deliverable schedule and invoice amount for the following tasks have been changed as indicated below:

Task	Deliverable	Completed By	Invoice Amount
8	Summary Inspection Report	October 31, 2019	\$400.00

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



**CENTRAL VERMONT REGIONAL PLANNING COMMISSION  
AGREEMENT AMENDMENT**

---

*The signatures of the undersigned Parties indicate that each has read this 2<sup>nd</sup> amendment to Agreement # 2018-06.1 in its entirety and agrees to be bound by the provisions enumerated therein.*

**CENTRAL VERMONT REGIONAL  
PLANNING COMMISSION**

**WATERSHED CONSULTING ASSOCIATES, LLC**

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

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

**Name:** Bonnie Waninger

**Name:** Andres Torizzo

**Title:** Executive Director

**Title:** Principal

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

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



## MEMO

Date: November XX, 2019

To: Board of Commissioners

From: Laura Hill-Eubanks, Chair

Re: Proposed CVRPC Bylaws Amendments

---

☒ **Action Requested:** Either:

- a) Amend the proposed bylaws amendment based on discussion at the meeting.  
OR
- b) Place the proposed bylaws amendment on the December Commission agenda for an adoption vote.

### **Why are these amendments being proposed?**

The current bylaws provide insufficient guidance for current governance needs, particularly maximizing member involvement and assigning Commissioners and Alternates to committees. Although clearly written, the current bylaws are not well organized and it is often difficult to find where the bylaws address certain topics.

### **How were the proposed amendments developed?**

In July 2018, the Executive Committee established a working group to prepare a bylaws update. Working group members were Julie Potter, Steve Lotspeich and Rich Turner. Executive Director Bonnie Waninger participated in each of the meetings and Nancy Chartrand provided staff support. The working group met regularly from November 2018 to October 2019.

The working group reviewed the strengths and weaknesses of the current bylaws and noted best practices from other RPC bylaws documents. The working group prepared draft amendments that reorganized and restated the bylaws, expanding some topics and adding some new sections. Annotations provide information to assist with review and comparisons to the current bylaws; the annotations are intended to be removed upon adoption.

Executive Committee reviewed the proposed amendments in November 2019 and.....[to be completed after the Executive Committee accepts the amendments as ready for Commission review]

**What significant changes are being proposed to the bylaws?**

- The proposed bylaws have been reorganized and include a table of contents to facilitate document navigation.
- The purposes section in Article 2 has been expanded to better reflect the full scope of CVRPC's programs and functions.
- New sections added on Commissioner resignation (Section 304) and attendance (Section 305).
- The Board of Commissioners is specifically recognized. (Section 401)
- Because of the limited responsibilities of the offices of Secretary and Treasurer, they have been combined to be Secretary/Treasurer. This results in the addition of another at-large position on Executive Committee. (Section 402)
- Committees with long-term roles in CVRPC's operations and core programs are recognized as standing committees, with membership, and purpose and duties identified for each standing committee. (Section 403)
- The section on Special Committees has been expanded to address formation, membership, roles, and procedural responsibilities. (Section 404)
- The section on nominations is expanded to provide more process detail. (Section 501) The Nominating Committee's role is expanded to include nominating members to serve on committees.
- Terms of office are changed to coincide with CVRPC's July 1 fiscal year start date. (Section 503)
- The Annual Meeting is changed from May to June, to better align with the fiscal year.
- Language is added to clarify that the Board and all committee meetings are subject to the state's Open Meeting Law. (Section 601)
- Quorum for meeting is changed to comply with statute. (Section 607)
- Responsibility for establishing the membership assessment (aka municipal dues) is given to the Executive Committee, reflecting actual practice and the Executive Committee's role in overseeing CVRPC's financial affairs. (Section 702)
- New Article added to outline the process for CVRPC to enter into Municipal Service Agreements (Sections 801-804)
- New sections added to identify that CVRPC will indemnify commissioners (Section 901), prepare a Work Program and Budget (Section 902), Annual Report (Section 904), obtain an annual audit (Section 905), Electronic Records and Signatures (Section 906), and Severability (Section 909).

**What is the process to amend the bylaws?**

Under the current bylaws (Article X), there is a 3-step process to amend the bylaws:

- A. Place the proposed amendment on the agenda for a regularly scheduled meeting of the Board. This can be done by the Board or by the Executive Committee.
- B. Discuss the proposed amendment at the next regularly scheduled Board meeting. The proposed amendment can be amended at this meeting. An affirmative vote of the Board is required for the proposed amendments to proceed to a final vote at the next regular Board meeting.
- C. The proposed bylaws amendment (with any amendments) is voted on at the next regular Board meeting. No additional amendments may be made. 60% of commissioners must vote to approve the bylaws amendments for the amendments to pass and take effect.



**ARTICLES OF CONSITITUTION AND BYLAWS OF  
THE CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

*Annotated Version – notes will be removed upon adoption*

**Amended by the Commissioners on Month ##, 2019**

# ARTICLES OF CONSTITUTION AND BYLAWS OF THE CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## Table of Contents

*Note: pages will be updated after annotation is removed*

<b>ARTICLE 1:</b>	<b>NAME AND ADDRESS .....</b>	<b>1</b>
<b>ARTICLE 2:</b>	<b>POWERS AND PURPOSES .....</b>	<b>1</b>
Section 201:	Legal Basis .....	1
Section 202:	General Purpose .....	1
Section 203:	Regional Planning.....	1
Section 204:	Municipal Planning.....	1
Section 205:	Studies, Plans and Implementation .....	1
Section 206:	Municipal Service Agreements .....	2
Section 207:	Other Duties and Responsibilities.....	2
<b>ARTICLE 3:</b>	<b>MEMBERSHIP AND REPRESENTATION .....</b>	<b>2</b>
Section 301:	Member Municipalities.....	2
Section 302:	Appointment and Terms of Commissioners and Alternates .....	2
Section 303:	Voting.....	3
Section 304:	Resignation.....	3
Section 305:	Attendance.....	3
<b>ARTICLE 4:</b>	<b>ORGANIZATION .....</b>	<b>4</b>
Section 401:	Board of Commissioners .....	4
Section 402:	Officers.....	4
Section 403:	Standing Committees.....	4
A. General.....		4
B. Executive Committee .....		5
C. Nominating Committee .....		6
D. Regional Plan Committee .....		6
E. Project Review Committee .....		7
F. Municipal Plan Review Committee .....		7
G. Transportation Advisory Committee .....		8
Section 404:	Special Committees .....	9
Section 405:	Appointed Representatives .....	10
Section 406:	Staff .....	10
<b>ARTICLE 5:</b>	<b>NOMINATIONS, ELECTIONS, APPOINTMENTS AND TERMS.....</b>	<b>10</b>
Section 501:	Nominations.....	10
Section 502:	Elections.....	11
Section 503:	Terms of Office.....	11

1	Section 504:	Vacancies .....	11
2	Section 505:	Removal from Office .....	11
3	<b>ARTICLE 6</b>	<b>MEETINGS.....</b>	<b>12</b>
4	Article 601:	Open Meeting Law.....	12
5	Article 602:	Regular Board of Commissioners Meetings.....	12
6	Article 603:	Annual Meeting.....	12
7	Article 604:	Special Board of Commissioners Meetings.....	12
8	Article 605:	Committee Meetings .....	12
9	Article 606:	Notice of Meetings.....	12
10	Article 607:	Quorum .....	12
11	Article 608:	Parliamentary Authority .....	13
12	Article 609:	Minutes and Public Records .....	13
13	<b>ARTICLE 7:</b>	<b>FUNDING .....</b>	<b>13</b>
14	Section 701:	Fiscal and Operational Year .....	13
15	Section 702:	Membership Assessment.....	13
16	Section 703:	Grants, Contracts and Contributions .....	13
17	Section 704:	Borrowing Authority .....	13
18	Section 705:	Signatory .....	14
19	<b>ARTICLE 8:</b>	<b>MUNICIPAL SERVICE AGREEMENTS .....</b>	<b>14</b>
20	Section 801:	Participation.....	14
21	Section 802:	Content of Agreement .....	14
22	Section 803:	Termination of Agreement .....	15
23	Section 804:	Other Contracted Services .....	15
24	<b>ARTICLE 9:</b>	<b>SUPPLEMENTARY PROVISIONS.....</b>	<b>15</b>
25	Section 901:	Indemnification .....	15
26	Section 902:	Conflict of Interest .....	15
27	Section 903:	Work Plan and Budget .....	16
28	Section 904:	Annual Report .....	16
29	Section 905:	Audit.....	16
30	Section 906:	Electronic Records and Signatures.....	16
31	Section 907:	Dissolution .....	16
32	Section 908:	Amendments to Bylaws .....	16
33	Section 909:	Severability.....	17
34	<b>Central Vermont Regional Planning Commission Bylaws History .....</b>		<b>17</b>
35			

1                               **ARTICLES OF CONSTITUTION AND BYLAWS OF**  
2                               **THE CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

3  
4           **ARTICLE 1:   NAME AND ADDRESS**

5       *Note: Compare to Article I in the current bylaws. No substantial changes.*

6       The name of this organization shall be the Central Vermont Regional Planning Commission,  
7       hereinafter referred to as CVRPC. The principal address of CVRPC shall be the address of its  
8       offices.

9           **ARTICLE 2:   POWERS AND PURPOSES**

10       *Note: Compare to Article II in the current bylaws. Expanded discussion of powers includes Municipal*  
11       *Service Agreements, which must be explicitly identified in the bylaws for CVRPC to do.*

12       **Section 201:   Legal Basis**

13       The legal basis of CVRPC is established in the Vermont Municipal and Regional Planning and  
14       Development Act, codified at 24 V.S.A. Sections 4301 et seq. [Chapter 117] (hereinafter  
15       referred to as the “Act”), and other such laws as may be enacted by the General Assembly of  
16       the State of Vermont.

17       **Section 202:   General Purpose**

18       The purpose of CVRPC is to assist Central Vermont municipalities in providing effective local  
19       government and to work cooperatively with them to address regional issues. CVRPC shall  
20       coordinate and assist in efforts to promote the present and future health, safety and general  
21       welfare of the people of Central Vermont through planning and development activities.

22       **Section 203:   Regional Planning**

23       CVRPC shall prepare and adopt a Regional Plan in accordance with the provisions of 24 V.S.A.  
24       Sections 4348 and 4348(a) and consistent with the goals of 24 V.S.A. Section 4302.

25       CVRPC shall undertake other activities or duties as required or permitted by state or federal law  
26       including, but not limited to, those outlined in 24 V.S.A Sections 4345, 4345(A), 4348, and 4350.

27       **Section 204:   Municipal Planning**

28       CVRPC shall assist municipalities and their respective local boards, commissions and  
29       committees in developing and implementing municipal plans to promote the health, safety and  
30       welfare of residents and the local and regional areas with which CVRPC is concerned.

31       CVRPC may advise municipal governing bodies in all aspects of municipal governance.

32       **Section 205:   Studies, Plans and Implementation**

33       In accordance with the provisions of 24 V.S.A. Section 4345, CVRPC may undertake  
34       comprehensive planning and studies, and make recommendations on land development; urban



renewal; transportation; economic, industrial, commercial and social development; urban beautification and design improvements; historic and scenic preservation; capital investment plans; and natural resource protection. CVRPC may also implement, with the cooperation of municipalities within the region, programs for the appropriate development, improvement, protection and preservation of the region's physical and human resources.

#### **Section 206: Municipal Service Agreements**

CVRPC may enter into municipal service agreements, upon complying with the requirements set forth at 24 V.S.A. Section 4345(B), to promote cooperative arrangements and coordinate, implement and administer service agreements among municipalities; including arrangements and actions with respect to planning, community development, joint purchasing, inter-municipal services, infrastructure and related activities. Upon adoption of a municipal service agreement in accordance with Article 8 of these Bylaws, CVRPC may exercise any power, privilege, or authority, as defined within the municipal service agreement, capable of exercise by a municipality (subject to applicable state or federal law) as necessary or desirable for dealing with problems of local or regional concern.

#### **Section 207: Other Duties and Responsibilities**

CVRPC may perform other acts or functions as it may deem necessary or appropriate to fulfill the intent and purposes of the Act; to meet the obligations imposed by federal, state and local law or regulations; and other duties and responsibilities that the Board deems appropriate.

### **ARTICLE 3: MEMBERSHIP AND REPRESENTATION**

#### **Section 301: Member Municipalities**

*Note: Compare to Section 3.1 in current bylaws. No substantial changes.*

CVRPC serves the Central Vermont Region, consisting of the following municipalities in Washington and Orange Counties: Barre Town, City of Barre, Berlin, Cabot, Calais, Duxbury, East Montpelier, Fayston, Marshfield, Middlesex, City of Montpelier, Moretown, Northfield, Orange, Plainfield, Roxbury, Waitsfield, Warren, Washington, Waterbury, Williamstown, Woodbury and Worcester. All municipalities within the Central Vermont Region are members of CVRPC.

#### **Section 302: Appointment and Terms of Commissioners and Alternates**

*Note: Compare to Section 3.2 in current bylaws. Defines terms to coincide with fiscal year. Edited to improve clarity.*

- A. Representation on the CVRPC shall be by commissioners. The legislative body of each member municipality may appoint one commissioner (a "Commissioner") and one alternate (an "Alternate") to the CVRPC Board of Commissioners (the "Board").
- B. Municipal legislative bodies shall certify the appointment of their Commissioner and Alternate in writing to CVRPC. Commissioners and Alternates begin serving immediately upon certification of appointment unless otherwise specified in the appointment.

Commissioners and Alternates may not vote or otherwise formally serve until such appointment has been certified.

C. Terms for Commissioners and Alternates are one year, from July 1 to June 30. Commissioners and Alternates may be appointed to serve successive terms.

D. Commissioners and Alternates who are appointed mid-term shall serve out the term ending June 30 and may continue serving for the subsequent term starting July 1 without recertification. Once a Commissioner or Alternate serves a complete term the appointment must be re-certified for the next term beginning on July 1.

E. A Commissioner or Alternate may continue serving until reappointed or until a successor is appointed.

F. Commissioners and Alternates serve at the pleasure of the appointing legislative body, which may revoke a Commissioner or Alternate's appointment at any time pursuant to 24 V.S.A. Section 4343(a).

G. In the absence of the Commissioner at any meeting of the Board, the Alternate shall sit as the Commissioner and exercise all of the authority of the Commissioner at that meeting.

H. Alternates shall not participate in place of Commissioners on committees or in any office.

I. In the event of the death, resignation, disqualification or removal of a Commissioner or Alternate, a successor shall be appointed promptly, as provided in subsection 302A.

### **Section 303: Voting**

**Note: Compare to Section 3.4 in current bylaws. Provision for vote by mail removed.**

A. Each Commissioner shall have one vote in all actions taken by the Board.

B. Prior to any vote on any matter before the Board, a Commissioner may request time and opportunity to consult with the Commissioner's municipal legislative body before casting a vote on such matter. When so requested, the vote shall be postponed, unless such postponement results in violation of the Act or other Vermont law.

### **Section 304: Resignation**

**Note: New section.**

Any resignation of a Commissioner or Alternate shall be submitted to CVRPC in writing.

### **Section 305: Attendance**

**Note: New section.**

If a Commissioner is absent without good reason for three sequential Board meetings, the Chair shall contact that Commissioner to determine whether the Commissioner has a continued interest in serving and availability to serve on the Board.

**ARTICLE 4: ORGANIZATION****Section 401: Board of Commissioners**

*Note: New section.*

The Board shall consist of the Commissioners and Alternates serving in the absence of a Commissioner. It shall be the duty of each Commissioner to regularly report on the activities of CVRPC to the legislative body and the local planning commission of the municipality of the Commissioner's appointment.

**Section 402: Officers**

*Note: Compare to Section 6.1 in current bylaws. Language combines Secretary and Treasurer into one position. Parliamentary advice is moved from Secretary to Vice Chair. See also the Duties of Officers policy, adopted 2/13/96.*

- A. CVRPC's officers shall consist of a chair (the "Chair"), vice chair (the "Vice Chair"), and secretary/treasurer (the "Secretary/Treasurer"), each of whom shall be duly appointed Commissioners of member municipalities.
- B. Duties of officers shall be as follows:
  - 1. The Chair shall call meetings of the Board and the Executive Committee and shall preside at these meetings. The Chair shall prepare and cause to be distributed to members, an agenda for all Board and Executive Committee meetings. The Chair shall perform such other duties as are normal or customary to the office, or which may be assigned by the Board. The Chair shall cast a vote on all issues voted on at a Board or Executive Committee meeting, unless the Chair wishes to abstain.
  - 2. The Vice Chair shall act as Chair in the absence or incapacity of the Chair and shall perform such other duties as may be assigned by the Board. The Vice Chair may also advise the Chair on parliamentary issues. The Vice Chair shall act as Secretary/Treasurer in the absence or incapacity of the Secretary/Treasurer.
  - 3. The Secretary/Treasurer shall be CVRPC's recording officer and the custodian of its records, except as those duties are delegated to CVRPC staff. The Secretary/Treasurer shall perform all duties customary to that office, including overseeing all CVRPC financial records and overseeing minutes of Board meetings and such Committee meetings as the Chair may designate.
- C. Additional officer duties may be assigned by a policy adopted by the Board.

**Section 403: Standing Committees**

*Note: New section.*

**A. General**

- 1. Standing committees (the "Standing Committees") have a long-term role in CVRPC's operations and core programs.

2. Each Standing Committee shall have rules of procedure approved by the Board (the “Rules of Procedure”). The Rules of Procedure shall specify the committee’s purpose, general activities, role, membership, voting procedures, officers, elections, attendance and quorums, communication and coordination, conflict of interest policy, and adoption of organizational procedures.
3. Standing Committees may establish subcommittees and workgroups as needed to accomplish committee business.
4. Unless otherwise specified in the Rules of Procedure, all Standing Committee members are eligible to vote on committee business.
5. All Standing Committees shall maintain meeting minutes. Standing Committees shall report to the Board as it directs.

B. Executive Committee

***Note: Compare to section 6.7 of current bylaws. Expanded to better reflect actual responsibilities of the Executive Committee. See also Duties of Executive Committee Policy, adopted 2/13/96 and Executive Committee Rules of Procedure, adopted 7/2/18.***

1. The executive committee (the “Executive Committee”) shall consist of seven Commissioners (in accordance with 24 V.S.A. Section 4343(b)), including the three (3) officers and four (4) at-large members who shall be elected at the Annual Meeting. Duly-appointed Commissioners are eligible for Executive Committee membership. The officers of the Board shall be the officers of the Executive Committee.
2. The purpose and duties of the Executive Committee shall be to:
  - a. Oversee and approve an annual work plan and budget for CVRPC, including budget adjustments.
  - b. Set municipal dues.
  - c. Oversee and approve an organizational plan for CVRPC.
  - d. Authorize and accept grants, agreements and contracts with outside organizations and agencies.
  - e. Review and accept the annual audit.
  - f. Approve the addition and elimination of staff positions as recommended by the executive director. Adopt job descriptions and wage ranges for staff positions.
  - g. Adopt and oversee personnel, financial, procurement, operational and administrative policies and procedures.
  - h. Monitor emerging issues affecting CVRPC.
  - i. Approve agendas for Board meetings.

- j. Recommend to the Board or, if timing requires, take appropriate action on policy issues, including legislative issues, state or federal plans and policy, regional planning commission allocation formulas or other issues affecting the Central Vermont Region and its municipalities.
- k. Act on behalf of the Board in the absence of a quorum of the Board when time precludes the delay of decision or action until the next regular meeting of the Board.
- l. Carry out other actions in accordance with 24 V.S.A. Section 4343(b) or as directed by a policy adopted by the Board.

C. Nominating Committee

***Note: Compare to Section 6.3 in current bylaws. This language increases the role of Nominating Committee. See also Nominating Committee Guidelines adopted 3/9/99. Rules of Procedure still need to be developed.***

1. The nominating committee (the “Nominating Committee”) shall consist of three (3) Commissioners or Alternate Commissioners. The Executive Committee shall nominate candidates for the Nominating Committee, taking demonstrated commitment to CVRPC into account. Nominees shall be submitted at the January Board meeting, and additional nominations may be made from the floor. The Board shall elect the Nominating Committee annually at its January meeting.
2. The purpose and duties of the Nominating Committee shall be to:
  - a. Identify and recommend to the Board a slate of candidates for the positions of Chair, Vice Chair, Secretary/Treasurer and at-large members of the Executive Committee.
  - b. Identify and recommend to the Board candidates for Standing and Special Committees and CVRPC representatives appointed by the Board to other organizations.

D. Regional Plan Committee

***Note: Rules of Procedure are in development.***

1. The regional plan committee shall consist of five (5) Commissioners or Alternate Commissioners (the “Regional Plan Committee”) who shall be elected at the Board’s Annual Meeting.
2. The purpose and duties of the Regional Plan Committee shall be to:
  - a. Oversee development and maintenance of the Regional Plan, pursuant to 24 V.S.A. Section 4347 and the requirements and allowances in 24 V.S.A. Section 4348(b), and make recommendations for approval by the Board.
  - b. Oversee other tasks related to the Regional Plan as assigned by the Board or required or permitted by the Act.

E. Project Review Committee

**Note: Compare to Project Review Committee Rules of Procedure adopted 9/12/17.**

1. The project review committee (the “Project Review Committee”) shall consist of five (5) members plus one (1) committee alternate, each of whom shall be a Commissioner or an Alternate. Committee members and the committee alternate shall be elected at the Board’s Annual Meeting. Committee members and the committee alternate shall have staggered three-year terms.
2. The Project Review Committee shall offer advice, input and opinions on proposed Act 250 and Section 248 projects, compatible with the plans, policies, positions or resolutions adopted by the Board of Commissioners. Project Review Committee advice, input and opinions may be reviewed, confirmed or reversed by the CVRPC Board at the Board’s discretion.
3. The purpose and duties of the Project Review Committee shall be to:
  - a. Evaluate Act 250 and Section 248 development projects relative to conformance with the Regional Plan.
  - b. Provide input and recommendations to the State, on behalf of the Board, regarding Act 250 and Section 248 projects.
  - c. Provide guidance to the staff and the Regional Plan Committee on amendments or changes to the Substantial Regional Impact criteria.
  - d. Provide the Board copies of all written decisions and recommendations regarding Act 250 and Section 248 projects.

F. Municipal Plan Review Committee

**Note: Committee name changed. Rules of Procedure still need to be completed. Includes review of municipal plans and municipal enhanced energy plans.**

1. The municipal plan review committee (the “Municipal Plan Review Committee”) shall consist of five (5) members who shall be elected at the Board’s Annual Meeting. At least two (2) members shall be Commissioners and no more than (3) members shall be Alternate Commissioners.
2. The purpose and duties of the Municipal Plan Review Committee shall be to:
  - a. Review municipal plans for conformance to statutory requirements, in accordance with 24 V.S.A. Section 4350(b), and make recommendations for approval to the Board.
  - b. Review municipal enhanced energy plans for determination of energy compliance, in accordance with 24 V.S.A. Section 4352(b).
  - c. Review municipal planning processes, in accordance with 24 V.S.A. Section 4350(a), and make recommendations for confirmation to the Board.

- d. Review the compatibility of all municipal plans at least every eight years and in accordance with 24 V.S.A. Section 4345a(9) and report its findings to the Board.
- e. Provide guidance to municipalities about future plan updates and ways to strengthen planning efforts.

G. Transportation Advisory Committee

***Note: Compare to Transportation Advisory Committee Rules of Procedure adopted 10/11/17. Terms changed to be aligned with fiscal year.***

1. The transportation advisory committee (the “Transportation Advisory Committee”) shall consist of municipal representatives and representatives from transportation-related groups. Each of the member municipalities in the Central Vermont Region is eligible to appoint one voting member and one alternate to the Transportation Advisory Committee. Municipal participation is discretionary and determined by appointment by the municipality’s legislative body. Upon the approval of 51% of the Transportation Advisory Committee, other transportation-related groups will be invited to appoint one voting member and one alternate to the Transportation Advisory Committee.
2. Municipal legislative bodies shall certify the appointment of the committee member and alternate in writing to CVRPC. Committee members and alternates begin serving immediately upon certification of appointment unless otherwise specified in the appointment.
3. Terms for committee members and alternates are one year, from July 1 to June 30. Committee members and alternates may be appointed to serve successive terms.
4. Committee members and alternates who are appointed midterm shall serve out the term ending June 30 and may continue serving for the subsequent term starting July 1 without recertification. Once a committee member or alternate serves a complete term the appointment must be re-certified for the next term beginning on July 1. Committee members and alternates may continue serving until reappointed or until a successor is appointed.
5. The Transportation Advisory Committee shall be advisory to the Board. The Transportation Advisory Committee will offer advice, input, and opinions to the Vermont Agency of Transportation and other organizations and individuals as appropriate, provided that they are compatible with plans, policies, positions or resolutions adopted by the Board. Transportation Advisory Committee advice, input and opinions may be reviewed, confirmed or reversed by the Board at the Board’s discretion. New or amended plans, policies, positions or resolutions by the Transportation Advisory Committee shall be approved by the Board.
6. The purpose and duties of the Transportation Advisory Committee shall be to:
  - a. Oversee the CVRPC transportation planning program in accordance with

1 CVRPC plans, policies and procedures. This includes assisting with the  
2 development of CVRPC's annual transportation work program and  
3 budget.

4 b. Develop and update a regional transportation element as part of the  
5 Regional Plan.

6 c. Provide recommendations on funding and prioritization for the Agency of  
7 Transportation's Capital Budget and State Transportation Improvement  
8 Program.

9 d. Act as a liaison between local communities and the Vermont Agency of  
10 Transportation.

11 e. Provide local and regional input regarding transportation issues  
12 important to the region.

### 13 **Section 404: Special Committees**

14 ***Note: Compare to section 6.8 in current bylaws. Language expanded to address formation,***  
15 ***membership, role, rules of procedure, minutes, etc.***

16 A. The Board may create special committees ("Special Committees") as needed to address  
17 specific tasks or to oversee or advise CVRPC projects or programs.

18 B. Special Committees may include Commissioners, Alternates, topic experts, interest  
19 group representatives, or other public representatives as appropriate to accomplish the  
20 purpose of the Special Committee. The Board shall appoint Commissioners or  
21 Alternates to serve as members of Special Committees. Special Committee members  
22 who are not Commissioners or Alternates shall be appointed as specified in the Special  
23 Committee's Rules of Procedure.

24 C. Special Committees shall be advisory to the Board. Special Committees may offer  
25 advice, input, and opinions to agencies, other organizations and individuals as  
26 appropriate, provided that they are compatible with plans, policies, positions or  
27 resolutions adopted by the Board.

28 D. Each Special Committee shall have Rules of Procedure approved by the Board. The  
29 Rules of Procedure shall specify the committee's purpose, general activities, role,  
30 membership, voting procedures, officers, elections, attendance and quorums,  
31 communication and coordination, conflict of interest policy and adoption of  
32 organizational procedures.

33 D. Special Committees may establish subcommittees and workgroups as needed to  
34 accomplish committee business.

35 E. Unless otherwise specified in the Rules of Procedure, all committee members are  
36 eligible to vote on committee business.

37 F. Special Committees shall maintain meeting minutes and report to the Board as it  
38 directs.



**Section 405: Appointed Representatives**

*Note: Compare to Section 6.2 in current bylaws. Language modified to more generally apply to appointments. Examples might be Council of Regional Commissions, VAPDA, GMTA, VEPC, Mad River Planning District.*

The Board may appoint Commissioners, Alternates or CVRPC staff to represent CVRPC on state councils or the governing bodies of other organizations. Appointments shall be made at the Annual Meeting, or when representation is requested.

**Section 406: Staff**

*Note: See Section 6.6 in the current bylaws. Minor changes to address work plan.*

- A. CVRPC staff shall consist of an executive director (the “Executive Director”) and any other administrative or technical staff as approved by the Executive Committee.
- B. The Executive Director and staff shall implement the work plan approved by the Executive Committee and undertake other duties as the Board or Executive Committee assign.
- C. All personnel matters shall be managed in accordance with the adopted Personnel Policies. Job descriptions for all staff shall be kept on file.
- D. No person seeking employment or having business with CVRPC shall be discriminated against for reasons of race, color, national origin, ancestry, place of birth, religion, gender identity, sexual orientation, pregnancy, age, marital status, military/veteran status, genetic information, physical or mental disability, HIV status or any other characteristic protected by state or federal law.

**ARTICLE 5: NOMINATIONS, ELECTIONS, APPOINTMENTS AND TERMS****Section 501: Nominations**

*Note: See Section 6.3 in current bylaws. Expanded language on process.*

- A. The Nominating Committee will be appointed in accordance with Section 403C.
- B. The Nominating Committee shall seek to balance the interests of CVRPC in order to have the Executive Committee and Standing Committees be as reflective of the Board as possible.
- C. The Nominating Committee shall follow its adopted Rules of Procedure and the adopted Nominating Committee Guidelines.
- D. The Nominating Committee shall present an initial slate of Officers and at-large Executive Committee members at the Board’s April regular meeting, with a final slate of candidates presented at the May regular meeting. Additional candidates may be nominated from the floor at the May regular meeting, at which time nominations will be closed, and those nominations added to the slate.
- E. The Nominating Committee shall present a slate of other Standing and Special Committee members and other appointed representatives at the Board’s May regular

meeting. Additional candidates may be nominated from the floor at the May regular meeting, at which time nominations will be closed, and those nominations added to the slate.

#### **Section 502: Elections**

**Note: See Section 6.3 in current bylaws. Slightly expanded language.**

A ballot, containing the final slate of Officers, Executive Committee, and other committee candidates, shall be sent not more than five (5) days after the May regular meeting to all Commissioners. The Secretary/Treasurer shall oversee vote counting and shall announce the results at the Annual Meeting. The candidates receiving the most votes shall be elected. In the event of a tie, the Board shall vote to break the tie at the Annual Meeting.

#### **Section 503: Terms of Office**

**Note: See Section 6.4 of current bylaws. Changes terms to coincide with fiscal year.**

- A. The terms of office for Officers and the Executive Committee are one year, from July 1 to June 30.
- B. The terms of office for other committees and appointments shall be from July 1 (or the date of appointment) to June 30, unless otherwise specified in the Committee Rules of Procedure.
- C. For the terms of office for Commissioners and Alternates, see Section 302C of these Bylaws.

#### **Section 504: Vacancies**

**Note: See Section 6.4 in current bylaws. No substantial changes.**

- A. In the event that any Officer or Executive Committee position is vacated, such vacancy shall be filled at the next regular Board meeting. Members so elected shall hold office only for the balance of the current year or until their successors are elected and installed.
- B. Committee Rules of Procedure shall address vacancies on other committees.

#### **Section 505: Removal from Office**

**Note: See Section 6.4 in current bylaws. Clarifies that "cause" is violation of Code of Conduct and Conflict of Interest Policy.**

- A. Any Officer or member of any committee may be removed from a committee for violations of CVRPC's adopted Code of Conduct and Conflict of Interest Policy. Removal requires a 60% vote of all members of the Board. Any action for removal must be warned one month in advance of the Board meeting at which such a vote will be taken.
- B. Commissioners and Alternates may only be removed from the Board through action by their municipal governing body, in accordance with Section 302F.

**ARTICLE 6: MEETINGS****Section 601: Open Meeting Law**

*Note: New section.*

All meetings of the Board and committees established by the Board are subject to the Vermont Open Meeting Law (codified at 1 V.S.A. Sections 310-314).

**Section 602: Regular Board of Commissioners Meetings**

*Note: See Section 4.1 in current bylaws. No substantial changes.*

Regular meetings of the Board shall be held on the second Tuesday of the month, or as otherwise determined by either the Executive Committee or the Board. The time and place of the regular meetings shall serve the convenience of the greatest number of Commissioners, as determined by the Board.

**Section 603: Annual Meeting**

*Note: See Section 4.1 in current bylaws. Annual meeting moved from May to June to have new positions start with fiscal year and enable newly-appointed Commissioners and Alternates a chance to participate on committees their first year.*

The annual meeting shall be the regular meeting that occurs in June (the “Annual Meeting”).

**Section 604: Special Board of Commissioners Meetings**

*Note: See Section 4.2 in current bylaws. No substantial changes.*

Special meetings may be called by the Chair, the Executive Committee, or by a majority vote of the Board.

**Section 605: Committee Meetings**

*Note: New section.*

Committees shall meet at a day, place and time determined by each committee.

**Section 606: Notice of Meetings**

*Note: See Section 4.3 in current bylaws. Text edited to focus on compliance with OML. Specific distribution list removed.*

A. Notice of Board meetings shall be provided in accordance with the Open Meeting Law. To the extent possible, CVRPC will provide five (5) days notice of meetings.

B. Notice of committee meetings shall be provided in accordance with the Open Meeting Law. To the extent possible, CVRPC will provide five (5) days notice of meetings. Notice and agendas for committee meetings shall be provided to Commissioners and Alternates.

**Section 607: Quorum**

*Note: See Section 3.4 in current bylaws. Language changed from majority of Commissioners to majority of seats in order to comply with statute.*

A. A majority of Commission seats shall comprise a quorum for Board meetings and transacting business. In the event of a tie vote on any matter before the Board, including the vote of the Chair, such motion, resolution or action shall be considered defeated.

B. A majority of voting committee seats shall comprise a quorum for committee meetings. In the event of a tie vote on any matter before the committee, including the vote of the chair, such motion, resolution or action shall be considered defeated.

#### **Article 608: Parliamentary Authority**

*Note: See Section 4.5 in current bylaws. No substantial changes.*

Roberts Rules of Order (the most current edition then in effect) shall generally govern the proceedings of the Board and all CVRPC committees, unless otherwise specifically covered within these Bylaws or by any other special rules the Board may adopt.

#### **Section 609: Minutes and Public Records**

*Note: See Section 4.4 in current bylaws. Language slightly expanded.*

Minutes of all meetings of the Board and all committees established by the Board shall be kept and copies shall be available to all Commissioners, member towns, and the general public in accordance with the Vermont Public Records Act (codified at 1. V.S.A. Sections 315-320).

### **ARTICLE 7: FUNDING**

#### **Section 701: Fiscal and Operational Year**

*Note: See Article V in current bylaws. No substantial changes.*

CVRPC's fiscal and operational year shall be from July 1 to June 30 (the "Fiscal Year").

#### **Section 702: Membership Assessment**

*Note: See Article VIII in current bylaws.*

The Executive Committee shall annually recommend a schedule and rate for membership dues to the Board. The Board shall annually adopt membership dues. CVRPC shall notify in writing all municipalities within the region on or before November 15<sup>th</sup> of the sums it deems necessary to be received from said municipalities for the next CVRPC Fiscal Year.

#### **Section 703: Grants, Contracts and Contributions**

*Note: See Article VIIIc in current bylaws. Slightly expanded language.*

CVRPC may receive and expend monies from any source, public or private, without limitation, including funds made available from individuals, municipalities, the State of Vermont, the federal government, private foundations, corporate partners or trusts.

#### **Section 704: Borrowing Authority**

*Note: See Article VIIIId in current bylaws. Slightly edited for clarity and to reference statute.*

CVRPC may borrow money and incur indebtedness for the purposes of purchasing or leasing property for office space, establish and administer a revolving loan fund, or establish a line of credit, if approved by a two-thirds vote of the Board. Any obligation by CVRPC incurred under this section shall comply with the requirements set forth at 24 V.S.A. Section 4345(16)(B)(i)-(ii).

#### **Section 705: Signatory**

*Note: See Article VII in current bylaws. Language is expanded to more clearly define signatory roles.*

A. The Executive Committee is responsible for approving contracts and agreements, and shall authorize an Officer or the Executive Director to sign approved contracts, instruments, and agreements on behalf of CVRPC.

B. The Chair, Secretary/Treasurer and Executive Director are authorized to sign checks, notes, drafts and orders related to an approved budget, work plan, contract, or agreement. All other payments must be approved and authorized by the Executive Committee.

### **ARTICLE 8: MUNICIPAL SERVICE AGREEMENTS**

*Note: New article. Specifies process for municipal service agreements, as required by statute. Adapted from NRPC.*

#### **Section 801: Participation**

Participation by a municipality in a municipal service agreement with CVRPC shall be voluntary and only valid upon action by the Board and each of the legislative bodies of the municipalities who are proposed parties to the service agreement. The agreement may include other parties as may be relevant to a particular service.

#### **Section 802: Content of Agreement**

A. A municipal service agreement shall describe the services to be provided and the amount of funds payable by, and/or a formula for allocating costs to, each municipality that is a party to the service agreement. Service of personnel, use of equipment and office space, and other necessary services may be accepted from municipalities as part of their financial support and shall be clearly documented in the annual budget for the service approved by the parties to the agreement. A municipal service agreement shall include details regarding liability and enforcement.

B. To become effective, a municipal service agreement shall be executed by a duly authorized agent of CVRPC and of each of the legislative bodies of the municipalities who are proposed parties to the service agreement. The agreement may include other parties as may be relevant to a particular service.

C. When deemed appropriate by the participating municipalities and CVRPC, municipal service agreements may include a governance committee made up of representatives of the participating municipalities and CVRPC. If a governance committee is formed, the municipal service agreement shall include appropriate details regarding the responsibilities, voting rights and financial obligations of each member.

- D. Any modification to a service agreement shall become effective only when approved by all parties to the service agreement, including CVRPC's Executive Committee and the legislative bodies of all involved municipalities. Such modifications shall be in writing, with a copy provided to all parties to the agreement.

#### **Section 803: Termination of Agreement**

- A. All municipal service agreements shall contain a termination date unless some other method of termination is expressly provided in the agreement. Service agreements shall also contain a provision describing how parties may withdraw from the agreement prior to the termination date. The method of withdrawing from and/or terminating a service agreement shall generally be the same as the process for entering such agreement – i.e., by majority vote of the members of the municipal legislative body and CVRPC's Executive Committee, subject to other applicable provisions of law. If, however, the service agreement involves multi-year financial obligations, or other contractual obligations have been incurred in reliance on the service agreement, the withdrawing party shall withdraw only upon satisfaction of those obligations or mutual written agreement regarding the process to satisfy the same.
- B. The withdrawal provision of a municipal agreement with one municipality shall provide for at least 30 days notice unless otherwise provided in the agreement.
- C. The withdrawal provision of a municipal agreement with multiple municipalities shall provide for at least six months notice prior to the beginning of a fiscal year, unless otherwise provided in the agreement.

#### **Section 804: Other Contracted Services**

Nothing within this article shall limit CVRPC's ability to enter into contracts or agreements to provide services with other entities or governmental organizations, including those serving multiple municipalities.

### **ARTICLE 9: SUPPLEMENTARY PROVISIONS**

#### **Section 901: Indemnification**

*Note: New section recommended by attorneys. Language adapted from VLCT bylaws.*

To the fullest extent permitted by law, CVRPC shall indemnify and hold harmless its officers, Commissioners, Alternates and employees from loss, damage or claim arising out of the discharge or any duty or responsibility; provided, however, that any act or occurrence or omission from which indemnification is sought is within the scope of such person's duties or employee's employment, and is not the result of criminal or gross negligence.

#### **Section 902: Conflict of Interest**

*Note: See Section 3.5 in current bylaws. No substantial changes.*

Commissioners have an obligation to conduct the affairs of their office in such a manner as to instill public trust and confidence. CVRPC shall maintain a written policy on code of conduct

1 and conflict of interest. A copy of this policy shall be provided to all Commissioners and  
2 Alternates at the time of their appointment.

### 3 **Section 903: Work Plan and Budget**

4 *Note: New section. Adapted from SWCRPC VI.9*

5 The Executive Director shall prepare an annual written work plan and budget that shall be  
6 presented to the Executive Committee for approval. The approved work plan and budget shall  
7 be presented to the Board at the July meeting or as soon as possible thereafter.

### 8 **Section 904: Annual Report**

9 *Note: New section. Adapted from TRORC 7.9*

10 The Executive Director shall prepare a written annual report to the member municipalities by  
11 December 31<sup>st</sup>.

### 12 **Section 905: Audit**

13 *Note: New section. Adapted from SWCRPC VI.9*

14 An annual audit, conducted by an independent CPA, shall be performed and a report shall be  
15 presented to the Executive Committee at a duly warned meeting.

### 16 **Section 906: Electronic Records and Signatures**

17 *Note: New section recommended by attorneys.*

18 To the maximum extent permissible by law, these Bylaws shall be construed so that electronic  
19 documents or records shall be the legal equivalent of written instruments and authenticated  
20 documents or records shall be the legal equivalent of signed or executed written instruments.

### 21 **Section 907: Dissolution**

22 *Note: See Article IX in current bylaws. No substantial changes.*

23 CVRPC shall be dissolved or terminated:

- 24 A. Upon the affirmative and unanimous vote of the Board at an annual meeting, provided  
25 notice of the proposal of dissolution shall have been given in writing to each  
26 Commissioner and Alternate at least thirty days prior to such meeting; or
- 27 B. When the number of participating municipalities represented by Commissioners shall be  
28 less than five.

### 29 **Section 908: Amendments to Bylaws**

30 *Note: See Article X in the current bylaws. Slightly edited for clarity.*

- 31 A. A proposed amendment shall be placed on the agenda for any regularly scheduled  
32 meeting of the Board by vote of the Board or by vote of the Executive Committee.
- 33 B. The proposed amendment shall be discussed at the next regular meeting of the Board  
34 and may be amended at that meeting. An affirmative vote of the Board is required to  
35 advance the agreed upon proposed amendment. That vote must direct that the final

1 proposed amendment be placed on the agenda of a subsequent regular meeting for a  
2 final vote.

3 C. After the affirmative vote described in 908B, a proposed amendment shall be placed on  
4 the agenda for a final vote at a subsequent regular meeting of the Board. No  
5 amendment to the proposed amendment shall be allowed at the Board meeting during  
6 which the final vote is taken.

7 D. The proposed amendment shall become effective upon the affirmative vote of 60% of  
8 the Commissioners. If a 60% affirmative vote is not attained, the proposed amendment  
9 fails.

#### 10 **Section 909: Severability**

11 ***Note: New section. Adapted from ACRPC 1403***

12 If any provision of these Bylaws is held invalid, the other provisions of CVRPC's Bylaws shall not  
13 be affected thereby.

#### 14 **Central Vermont Regional Planning Commission Bylaws History**

15 ***Note: Compare to Certificate at end of current bylaws. Language edited to retain only adoption and***  
16 ***amendment dates. New date will be added upon adoption.***

17 Bylaws first adopted April 27, 1967.

18  
19 Amended May 27, 1980.

20 Amended January 10, 1989.

21 Amended May 10, 1994.

22 Amended November 11, 1997.

23 Amended May 8, 2001.

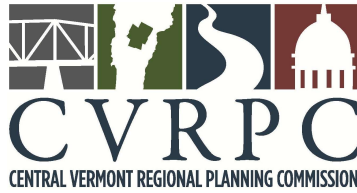
24 Amended April 13, 2010.

25 Amended April 11, 2017.

26 Amended MONTH ##, 2019.



1  
2



3  
4  
5  
6  
7  
8  
9  
10  
11  
12

**Central Vermont  
Regional Planning Commission**

**Board of Commissioner Handbook**

**20XX**

**DRAFT October 28, 2019**

## Table of Contents

### **Getting Started ..... 4**

- Welcome to CVRPC
- What is CVRPC?
- Organizational Policies and Procedures
- Enabling Legislation
- RPC Funding 101

### **Getting to Know the Organization ..... 7**

- The Board of Commissioners
- Committees
- Staff

### **Roles and Responsibilities of Commissioners ..... 14**

- The Role of a Citizen Planner
- Commissioner Roles
  - Policy Setting
  - Stewardship
  - Advocacy
- Participating Responsibly
  - Commit the Time
  - Understand Your Role
  - Maintain the Integrity

### **Planning Basics ..... 17**

- Regional Planning
- Regional Planning Services

### **The Importance of Public Engagement ..... 21**

### **Appendices ..... 22**

- A - Commission Bylaws
- B - Code of Conduct & Conflict of Interest Policy
- C - Commissioner Contact Information
- D - Staff Contact Information
- E - State Statutes
  - RPC Duties
  - RPC Options Duties and Power
  - Purposes of a Regional Plan
- F - Resources

- 1 Abbreviations & Acronyms
- 2 Roberts Rules of Order
- 3 A Guide to Vermont Open Meeting Law
- 4

## 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. 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 Central Vermont Regional Planning Commission (CVRPC) is a compact of 23 municipalities. It was founded in 1967. CVRPC is also a political subdivision of the State of Vermont. Representatives appointed by the Selectboard or City Council of each community govern CVRPC.

CVRPC brings communities together to address common issues and concerns. It does this by providing services and assistance that meet the needs of its member municipalities and the public, and helping to bridge opportunities and concerns that exist between municipalities and the State. Our work results in the development and implementation of plans that support sustainable development and improve the region's quality of life and environment.

### ***Organizational Policies and Procedures***

CVRPC has developed and adopted numerous policies and procedures, which dictate or guide the operations of the organization. These documents are available at <http://centralvtplanning.org/about/operating-policies/>.

### ***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. 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 \$1.4 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

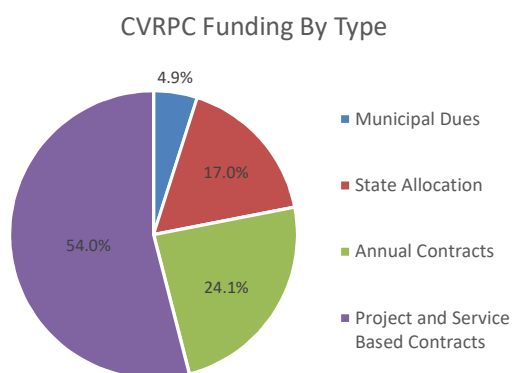
Three state agencies have consistently provided funds to RPCs through annual contracts. The Vermont Agencies of Transportation and Natural Resources and Vermont Emergency Management support local and regional planning. This consistent funding reflects appreciation of RPC success in bringing local and 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 and regional implementation priorities. These one-time grants and contracts further specific planning efforts and implement specific projects with communities.

CVRPC's fee-for-service arrangements support intermunicipal efforts, such as the Wrightsville Beach Recreation District, and 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.

CVRPC's funding by type for FY20 is depicted in the right-hand graphic.



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

### **Board Meetings**

Meetings follow an established agenda. Vermont Open Meeting Law no longer allows for agenda

items previously described as “Other Business”. To add an item to the agenda, contact either the Chair or the Executive Director at least ten (10) days prior to the meeting date. While meeting agendas may be amended at the start of any meeting, arranging time in advance of the meeting helps insure adequate time is dedicated to discussion of each topic.

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

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

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

## Committees

CVRPC has two standing committees, Executive and Nominating. It also has six special committees: Project Review, Town Plan Review, Regional Plan, Transportation Advisory, Brownfields Advisory, and Clean Water Advisory. Project based committees also support Commission work, and generally dissolve at the project’s conclusion. All standing and advisory committees are governed by Rules of Procedure adopted by the Board of Commissioners. CVRPC staff members assist the Committees in all functions as needed.

All CVRPC Commissioners and Alternates are encouraged to participate in at least one committee. 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 six special committees: Project Review, Town Plan Review, Regional Plan, Transportation, Brownfields, 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 with statutory requirements and recommend to the Board whether a plan should be approved.
- ❖ Review municipal plans for conformance with 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 VTrans.

#### Brownfields Advisory Committee

The Brownfields Steering Committee consists of four (4) Commissioners plus one Commissioner 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.

#### 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. Most positions utilize Geographic Information Systems (GIS) and/or other computer software. 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:

Commented [NC1]: Addition suggested by Steve

- ❖ 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. The contracted work includes:

- ❖ Performing accounting services, including, but not limited to: payroll services, invoicing, recoding deposits, payables, reconciling cash accounts, providing monthly financial statements, updating the financial system as needed, complete accounting and fiscal agent services for outside organizations as requested, preparing the indirect cost proposal, and other duties.
- ❖ Preparing for and participate in CVRPC's annual audit.
- ❖ Advising CVRPC on adapting and strengthening internal controls.
- ❖ Assisting CVRPC in hiring financial staff if CVRPC elects to do so. As appropriate, training CVRPC financial staff to operate the financial system successfully, and insuring the updated financial system is operating as intended if run by CVRPC staff for a one-year period.

Commented [NC2]: Addition suggested by Steve

## 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

**Commented [NC3]:** Per Dara's suggestion – add (see Appendix H)



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 being intrusive  
6 by some 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.  
11

## 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 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 for 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 and stormwater masterplans, 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 effective. In 2017, RPCs began acting as administrators for state funds aimed at high priority, non-agricultural clean water construction projects through the Clean Water Block Grant program.

### **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

**Commented [NC4]:** Question raised by Laura "not sure what this means - which types of projects are we talking about?"

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 the Community Development Block Grant (CDBG) program to federal disaster mitigation grants and private foundation funding.

**Commented [NC5]:** Rewording suggested by Steve

#### **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 region for disasters.

#### **Brownfield Redevelopment**

Through a national, competitive grant process, CVRPC periodically receives awards for this community development initiative. CVRPC's efforts empower municipalities, community residents, property owners, and developers to work together to assess, safely clean up, and sustainably reuse brownfields 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**

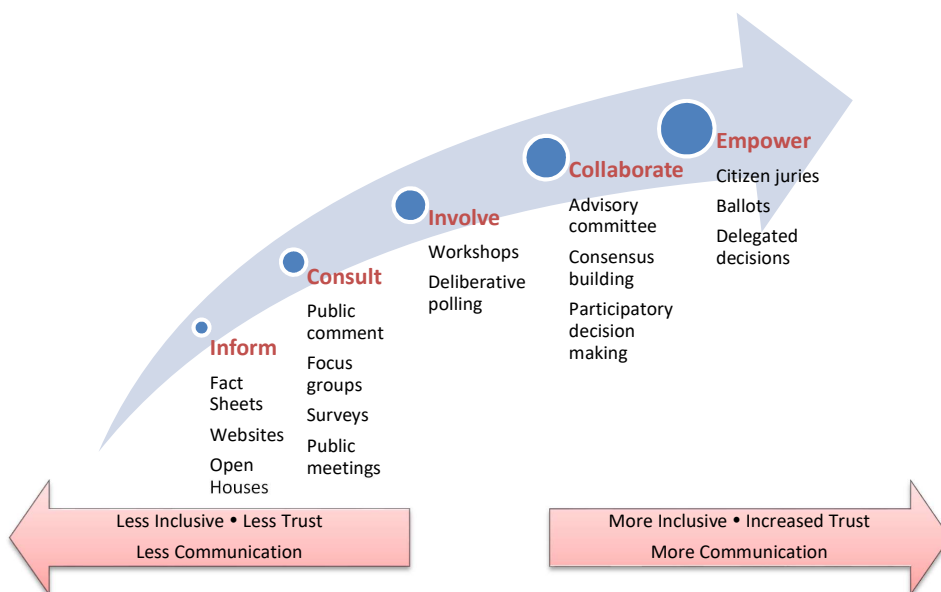
CVRPC also works on special projects such as downtown revitalization, recreation paths, farmland preservation, economic development, energy, capital planning, and affordable housing projects.

## 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 for action. 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 **Appendix A: Bylaws**

2

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

5

6

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

Printed version of this Handbook includes CVRPC's current Policy. The web version provides it as a separate document.



## Appendix C: Commissioner Contact Information

As of October 28, 2019

Municipality	Commissioner	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>
	Vacant, Alt.		
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.		
East Montpelier	Julie Potter	262-6119	<a href="mailto:julianapotter@yahoo.com">julianapotter@yahoo.com</a>
	John Pauly, Alt.	223-7539	<a href="mailto:jlpaul@aol.com">jlpaul@aol.com</a>
Fayston	Carol Chamberlin	496-4611	<a href="mailto:carolc@gmavt.net">carolc@gmavt.net</a>
	Vacant, Alt.		
Marshfield	Robin Schunk	426-3566	<a href="mailto:newdiscoveryfarm@gmail.com">newdiscoveryfarm@gmail.com</a>
	Vacant, Alt.		
Middlesex	Ronald Krauth	229-5496	<a href="mailto:rakrauth@gmavt.net">rakrauth@gmavt.net</a>
	Vacant, Alt.		
Montpelier	Marcella Dent	(907) 301-8247	<a href="mailto:marcellamdent@gmail.com">marcellamdent@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.	(703) 283-5543	<a href="mailto:joyce.manchester@gmail.com">joyce.manchester@gmail.com</a>
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>
	Paula Emery, Alt.		<a href="mailto:pemery@pshift.com">pemery@pshift.com</a>
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>
Warren	Alison Duckworth	496-6651	<a href="mailto:alisonhduckworth@gmail.com">alisonhduckworth@gmail.com</a>
	J. Michael Bridgewater, Alt.		<a href="mailto:btoonierandco@gmavt.net">btoonierandco@gmavt.net</a>
Washington	Peter Carbee	279-8457	<a href="mailto:accuratecounts.vt@gmail.com">accuratecounts.vt@gmail.com</a>
	Vacant, Alt.		

Municipality	Commissioner	Telephone	Email Address
Waterbury	Steven Lotspeich	244-1012	<a href="mailto:slotspeich@waterburyvt.com">slotspeich@waterburyvt.com</a>
	Vacant, Alt.		
Williamstown	Richard Turner	461-3800	<a href="mailto:rdt914@yahoo.com">rdt914@yahoo.com</a>
	Jacqueline 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	223-9014	<a href="mailto:arrand@myfairpoint.net">arrand@myfairpoint.net</a>
	Vacant, Alt.		

## Appendix D: Staff Contact Information

As of November 4, 2019

### *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@cvregion.com](mailto:cvrpc@cvregion.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>
Planner	Grace Vinson	Land Use & Emergency Management	<a href="mailto:vinson@cvregion.com">vinson@cvregion.com</a>
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. It also adds staff capacity using AmeriCorps VISTA members. CVRPC's FY20 VISTA member is Nick Kramer, [kramer@cvregion.com](mailto:kramer@cvregion.com).

## 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

Acronym	Explanation
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)
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

Acronym	Explanation
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
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

Acronym	Explanation
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
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



Acronym	Explanation
TNC	The Nature Conservancy
TOEC	Town Officers Education Conference
TPI	Transportation Planning Initiative
TRORC	Two Rivers-Ottawaquechee 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
VEIC	Vermont Energy Investment Corporation
VEM	Vermont Emergency Management
VEPC	Vermont Economic Progress Council
VHCB	Vermont Housing and Conservation Board
VLCT	Vermont League of Cities and Towns
VLT	Vermont Land Trust
VMT	Vehicle Miles Traveled
VNRC	Vermont Natural Resources Council
VPA	Vermont Planners Association
VPSPD	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
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

Acronym	Explanation
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 speaker 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.

**Commented [NC6]:** Laura suggests "Maybe we need an explanation of motions"

- ❖ **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. The Cheat Sheet was developed by the University of North Carolina.

## *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>.

## Table of Contents

- ❖ Why do we have an open meeting law?
- ❖ To whom does the open meeting law apply?
- ❖ When does the open meeting law apply?
- ❖ Notice
- ❖ Agendas
- ❖ Minutes
- ❖ Private meetings; deliberative and executive sessions
- ❖ Participation in meetings through electronic means
- ❖ Use of electronic communications and social media
- ❖ Rights of members of the public
- ❖ Penalties
- ❖ Enforcement
- ❖ Resources; contact information for the Secretary of State

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION****Executive Committee****DRAFT MINUTES****September 30, 2019**

Present:

<input 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 type="checkbox"/> Janet Shatney
<input type="checkbox"/> Jerry D'Amico		

Staff: Bonnie Waninger, Nancy Chartrand

**CALL TO ORDER**

Chair L. Hill-Eubanks called the meeting to order at 4:07 pm. Quorum was present to conduct business.

**ADJUSTMENTS TO THE AGENDA**

B. Waninger requested two adjustments: Discussion and potential action on Paid Time Off payouts and a potential special meeting to authorize signature of a contract.

**PUBLIC COMMENTS**

None.

**FINANCIAL REPORT**

Waninger provided an overview of financials as of August 31<sup>st</sup>. CVRPC is on track for revenue and expense projections. Staff continues to monitor cash flow as the Northfield Water Street project, a \$500,000 construction project, is closing and State payments are delayed for at least eight weeks. If needed, the Commission can utilize its reserve fund and line of credit. Discussion ensued regarding State reimbursement timing and resulting hesitation to accept this type of contract in the future. In response to a question, Waninger provided greater detail on the Accounts Receivable Aging Summary.

*M. Gray moved to accept the financial report; D. Torre seconded. Motion carried.*

Waninger said the auditor inquired who signs off on the fiscal year end payout for the Executive Director's paid time off (PTO). Waninger will advise the auditor that the Executive Committee receives quarterly reports on PTO balances and values by staff, and the payouts are mandated in the Personnel Policy. She asked if the Executive Committee wants to officially sign-off on the payment annually. The Committee discussed the Commission's maximum liability. Waninger confirmed sick leave was 45 days and vacation depends on length of service; the maximum is 35 days. Compensatory time has no maximum, and is monitored. CVRPC's federal contracts require charging actual costs. This means if an employee works more than the employee's scheduled hours and the Commission charges that time to

1 contracts, the employee must be reimbursed for that time. Waninger noted that the Executive  
2 Committee had reviewed options for addressing this issue prior to adopting the Personnel Policy.

3  
4 The Committee elected not to use a formal annual sign off on the payout given that it receives quarterly  
5 information about the payout value and can monitor it. The Committee requested that maximum  
6 amounts be added to the quarterly PTO report as an informational item.

7  
8 The Committee discussed whether a one-time motion on the Paid Time Off payment should be made to  
9 ensure the auditor's question is addressed.

10  
11 *S. Lotspeich moved that the Executive Committee acknowledges it has reviewed the Paid Time Off report*  
12 *as 06/30/19; M. Gray seconded. Motion carried.*

### 13 14 **CONTRACT/AGREEMENT AUTHORIZATION**

#### 15 Northwest Regional Planning Commission – Municipal Grants in Aid FY19 Amendment #1

16 *D. Torre moved to approve the amendment and authorize the Executive Director to sign it; S. Lotspeich*  
17 *seconded. Motion carried.*

18  
19 Additional details were provided by Waninger regarding the other contracts outlined in the packet for  
20 informational purposes.

### 21 22 **OFFICE LEASE**

23 N. Chartrand noted CVRPC's landlord had agreed to an extension of the notification period regarding a  
24 decision whether to stay in current space, pending CVRPC's receipt of the landlord's renovation/lease  
25 proposal.

### 26 27 **MUNICIPAL DUES**

28 *M. Gray moved to recommend the Board of Commissioners approve a FY21 Municipal Dues Assessment*  
29 *rate of \$1.25 per capita and use the Vermont Department of Health's most recent population estimates*  
30 *as the base data for population; D. Torre seconded. Motion carried.*

### 31 32 **COMMITTEES**

33 Regional Plan Committee Vacancy - Waninger noted recruitment of a new Committee member may be  
34 necessary prior to the upcoming Board meeting. The Committee discussed potential recruitment and  
35 holding nominations and making the appointment at the upcoming Board meeting. It requested staff  
36 draft a memorandum requesting nominations for inclusion in the October 8<sup>th</sup> meeting. The Committee  
37 commitment would be the remainder of the current two-year term.

38  
39 Board Report Clarification - Waninger provided details regarding the Board report memo in the packet  
40 and discussed why the Commission may want to highlight regional plan conformance considerations. As  
41 CVRPC moves forward with updates to the Regional Plan, highlighting when challenges occur in using it

1 can inform the plan update. The Committee agreed it is important to inform the Board where there are  
2 potential conflicts with the Regional Plan or challenges using it. Detailed discussion on conformance  
3 ensued. Options for reporting challenges to the Board were discussed. It was suggested a new item be  
4 added to the Town Plan Review Committee report that would highlight any issues discussed as well as  
5 including them in regular Committee reports. Staff has initiated tracking these types of items for  
6 Regional Plan Committee review.  
7

### 8 **ACT 76, An Act Relating to the Provision of Water Quality Services**

9 Waninger briefed the Committee on the Act's Clean Water Service Provider (CWSP) requirements. The  
10 CWSP acts as a grants program administrator and staffs a Clean Water Council. The Council, whose  
11 makeup is designated in statute, prioritizes projects for funding to assist the CWSP to meet its pollution  
12 reduction allocation. The CWSP must track reductions. If goals are not met, ANR can hold CWSP  
13 accountable. Act 76's CWSP requirement relates solely to projects that are not covered by permit  
14 programs, such as stream buffers. ANR is developing metrics to outline reductions based on specific  
15 types of projects to guide the Council's work. If CVRPC were to pursue CWSP status, it would be for the  
16 Winooski watershed (which would include Chittenden County, part of the NEK, as well as Washington  
17 County). This may require adding staffing and/or may result in restructuring current staffing.  
18

19 Discussion ensued regarding what percentage of the grant amount could be used for administration.  
20 Waninger advised ANR is discussing up to 15%. It is currently unknown what pollution allocations and  
21 goals will be or what funding amounts will be available per watershed. Other entities can apply to be  
22 CWSP's. Staff is discussing this interest with other partners. RPCs are meeting with ANR on October 4<sup>th</sup>  
23 and will have more details at a later meeting. A discussion ensued about the benefits of a dedicated  
24 grants administrator across disciplines. Caution was raised regarding compliance with pollution  
25 reduction allocation requirements and subsequent monitoring.  
26

### 27 **STRATEGIC PLAN FY20 ACTION PROGRESS REVIEW**

28 Tabled due to time constraints.  
29

### 30 **CONSENT ITEMS**

31 *S. Lotspeich moved to approve the September 3, 2019 minutes; M. Gray seconded. Motion carried.*  
32

### 33 **COMMISSION MEETING AGENDA**

34 The revised agenda was reviewed, specifically noting the change in scheduled presenters.  
35

36 *S. Lotspeich moved to approve the amended Board meeting agenda for October 8<sup>th</sup>; M. Gray seconded.*  
37 *Motion carried.*  
38

### 39 **COMMISSIONER HANDBOOK**

40 Tabled due to time constraints. Hill-Eubanks requested the Committee members review and provide  
41 comments to Waninger by October 21<sup>st</sup>. This will facilitate drafting a final document.

1  
2 **SPECIAL MEETING**

3 The Committee agreed to hold a special meeting at 6:15 pm on October 8<sup>th</sup> to approve signature of the  
4 Transportation Planning Initiative contract.  
5

6 **ADJOURN**

7 *D. Torre moved to adjourn at 6:02 pm; S. Lotspeich seconded. Motion carried.*  
8

9 Respectfully submitted,  
10

11 Nancy Chartrand

12 Office Manager

1                   **CENTRAL VERMONT REGIONAL PLANNING COMMISSION**2                               **Executive Committee**3                                   **DRAFT MINUTES**4                                   **October 8, 2019**5  
6 Present:☒ Julie Potter☒ Laura Hill-Eubanks☐ Michael Gray☐ Dara Torre☒ Steve Lotspeich☐ Janet Shatney☒ Jerry D'Amico7  
8 Staff: Bonnie Waninger9  
10 **CALL TO ORDER**

11 Chair L. Hill-Eubanks called the meeting to order at 6:17 pm. Quorum was present to conduct business.

12  
13 **ADJUSTMENTS TO THE AGENDA**

14 None.

15  
16 **PUBLIC COMMENTS**

17 None.

18  
19 **CONTRACT/AGREEMENT AUTHORIZATION**20 VT Agency of Transportation – FFY20 Transportation Planning Initiative21 *J. Potter moved to approve the agreement and authorize the Executive Director to sign it; S. Lotspeich*  
22 *seconded. Motion carried.*23  
24 **ADJOURN**25 *J. D'Amico moved to adjourn at 6:27 pm; S. Lotspeich seconded. Motion carried.*26  
27 Respectfully submitted,28  
29 Bonnie Waninger, Executive Director



## Executive Director's Report

October 28, 2019

---

CVRPC's mission-oriented role as a regional convener moved to the forefront of my activities this month. Our partners requested CVRPC assist them as facilitator of two efforts:

- a Barre City-focused Working Communities Challenge grant application and
- a wastewater system extension for the VTrans property/Green Mountain Transit facility in Berlin.

### Barre City Working Communities Challenge Grant

The Working Communities Challenge<sup>1</sup> is a 3-year grant competition that advances collaborative efforts that build strong, healthy economies and communities. The funding accelerates promising local work with a focus on sustainable development and increased economic opportunities for residents. Vermont designated Barre City as one of 30 *priority communities* eligible for this grant. The grant supports working as a diverse, local collaborative leadership team to tackle complex challenges facing Barre City. Applications that pursue changes that may be applicable and replicable to other communities across the state will be more competitive.

Multiple grant concepts emerged in Barre. Central Vermont Medical Center facilitated a joint meeting to bring the concepts together into a Letter of Intent. The new team requested CVRPC act as a neutral facilitator to assist its members to craft a planning grant application.

In its first meeting, the 23 team members present described the overall initiative/concept as:

*Barre City seeks to increase opportunities for economic upward mobility through a combination of: trauma-informed engagement<sup>2</sup> of community members, public and private sector partnerships, a culture of volunteerism, mentorships between individuals, families, and groups, and leveraging assets at every level to grow, gather, and retain thriving community members.*

Subsequent telephone interviews, surveys, and meetings will focus on identifying an opportunity/challenge(s) to be addressed and an approach to addressing it.

---

<sup>1</sup> The Working Communities Challenge grant is a program of the Federal Reserve Bank of Boston (Boston Fed). The Boston Fed promotes economic growth in New England's low income communities to achieve maximum employment. Its research determined that community resurgence from population and economic decline resulted from the ability of leaders to collaborate across sectors around a long-term vision for their success. More information about the grant is available at <https://www.bostonfed.org/workingcities/vermont/index.htm>.

<sup>2</sup> Trauma-informed engagement builds trauma awareness through education; creates an environment of physical/emotion/cultural safety and trustworthiness; provides opportunity for choice, collaboration, and connection with stakeholders; and uses strengths-based approaches and skills building. Having one or more Adverse Childhood Experiences (ACEs) has a direct effect on an individual's mental and physical health. An individual may bounce back from one adverse experience; experiencing two or more events changes brain chemistry and has a direct impact on decision making and health. Evidence shows that addressing the trauma of adverse childhood experiences creates a stronger platform for making personal change and for delivery of program and services.

A planning application is due December 13<sup>th</sup>. If awarded planning funds, the team would work from late January through mid-June 2020 to refine its concept and approach. Planning teams are eligible to compete for a \$300,000 implementation grant. Implementation occurs over 3 years, beginning ~August/September 2020.

### **Wastewater System Extension**

The wastewater system at the Green Mountain Transit (GMT) facility on Rt. 12 in Berlin can no longer accommodate the quantity of wastewater generated by the facility. Currently, GMT must wash buses off site, adding cost to an already cost-strapped budget.

In 2006, VTrans, which leases the property to GMT, was awarded a federal grant to design and construct a 2-inch wastewater pipe from the Montpelier wastewater system to the property. As the design progressed, the design team noted the volume of GMT's sewage was insufficient to keep it from going septic; GMT would need to pump fresh water into the sewage to assist the materials to flow.

VTrans contacted property owners along the planned route to ascertain their interest in accessing the line. The owner of a mobile home park adjacent to GMT facility expressed interest. Each home in the park has an on-site septic system; some systems are becoming compromised due to age. With funding from participating private properties, the wastewater line could be upgraded to a 4-inch line, with the private parties paying the cost difference. DEC subsequently issued permit extensions for the mobile home park with the condition that the park would tie into the wastewater line.

In December 2018, the mobile home park was sold to cooperative of the park's residents. When the Town approached the cooperative to discuss park's obligation, the cooperative's board expressed surprise at the obligation and was disinclined to support joining the line due to the cost of construction and transition to paying a monthly sewer bill. Residents in the park have low to moderate incomes.

VT DEC requested CVRPC assistance to facilitate conversations among the partners, and potentially assist the mobile home park to access grant and/or loan funds. Staff has begun contacting participants to ascertain their interest in having CVRPC participate. Thus far, staff at the Town of Berlin and GMT are supportive. Discussions with VTrans will occur shortly.

There is a possibility that the GMT Board may choose to abandon this effort as the property has other significant challenges. In that case, the mobile home park still will need a wastewater alternative, and CVRPC may continue work to assist the park.



## Central Vermont Regional Planning Commission

### BOARD OF COMMISSIONERS

November 12, 2019 at 6:30 pm

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

6:15 pm – Social and pizza

<u>Page</u>	<u>Time</u>	<u>AGENDA</u>
	6:30 <sup>1</sup>	<b>Adjustments to the Agenda</b> <b>Public Comments</b>
	6:35	<b>Community Health Needs Assessment</b> , <i>Patti Fisher, Chief Medical Officer, Central Vermont Medical Center</i> (enclosed) Presentation of the Assessment and the Accountable Care Act. Assessment at <a href="https://www.cvmc.org/about-cvmc/community/community-health-needs-assessment">https://www.cvmc.org/about-cvmc/community/community-health-needs-assessment</a> .
	7:20	<b>People Centered Communications</b> , <i>Ericka Reel and Nathan Besio, Vermont Center for Independent Living</i> By 2029, more than one in four Vermonters will be of retirement age. Learn how to increase opportunities for older adults and people with disabilities to participate in community events.
Based on Exec Com approval	8:00	<b>CVRPC Bylaw Amendment</b> (enclosed) <sup>2</sup> Discussion and final amendments. Potential action to place on the next Commission agenda final vote.
	8:20	<b>Meeting Minutes – October 8, 2019</b> (enclosed) <sup>2</sup>
	8:25	<b>Reports</b> (enclosed) Updates and questions on Staff, Executive Director, and Committee Reports
	8:30	<b>Adjournment</b>

**Next Meeting: December 10, 2019**

<sup>1</sup> Times are approximate unless otherwise advertised.

<sup>2</sup> Anticipated action item.