



EXECUTIVE COMMITTEE

March 2, 2020

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

Page AGENDA

- 4:00¹ Adjustments to the Agenda**
Public Comment
- 4:05 Financial Report** (provided at meeting)²
 Discuss financial reports
- 3 **4:20 Contract/Agreement Authorization** (enclosed)²
 7 a) SWCRPC – Design/Implementation Block Grant, Calais and
 Woodbury Stormwater Designs
 19 b) VT Dept. of Public Safety – EMPG FFY19 Amendment #1
 23 c) MVP – Flexible Spending Account Plan (FSA)
- 58 **4:25 Revised TPI Budget Adjustment** (enclosed)²
 Approve modifications to the budget adjustment.
- 62 **4:30 FY21 VISTA Member Letter of Support** (enclosed)²
- 65 **4:40 FY20 Budget Adjustment** (enclosed)²
 Adjustments reflect new contracts, 12/31 actuals, & project progress.
- 74 **5:00 FY21 Budget** (enclosed)
 First draft for review and input.
- 84 **5:15 Consent Items** (enclosed)²
 a) Meeting Minutes – February 3, 2020
- 87 **5:20 Commission Meeting Agenda** (enclosed)²
- 88 **5:30 Executive Director Annual Evaluation** (enclosed)
 Revised schedule
- 5:40 Possible Executive Session**

¹ All times are approximate unless otherwise advertised

² Anticipated action item

1 V.S.A. § 313(a)(3), Personnel

6:00 Adjourn

Next Meeting: April 6, 2020

Persons with disabilities who require assistance or special arrangements to participate in programs or activities are encouraged to contact Nancy Chartrand at 802-229-0389 or chartrand@cvregion.com at least 3 business days prior to the meeting for which services are requested.



MEMO

Date: February 25, 2020
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Contract/Agreement Approvals

GRANTS & SERVICE AGREEMENTS

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

Southern Windsor County Regional Planning Commission – Design/Implementation Block Grant, Calais and Woodbury Stormwater Designs

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

Scope of Work: Complete four (4) final designs for stormwater mitigation projects. The projects are:

- 1) Woodbury - Church Street,
- 2) Woodbury - Fire Station and Post Office,
- 3) Calais – Moscow Woods Gully, and
- 4) Calais – East Calais Post Office.

The final designs will make the project eligible for implementation funding.

Funding:

Grant Amount: \$53,406 (state funds)

Match Amount: \$3,066 (town cash and in-kind)

Performance Period: 01/06/2020 – 12/01/2021

Staff: Pam DeAndrea (primary and project coordinator for Calais), Grace Vinson (project coordinator for Woodbury)

Notes: SWCRPC modified the Budget and Attachment F in milestones and deliverables. Substantive changes to Attachment F since the previous version include:

- a) a temporary halt in design work at 30% to check-in with SWCRPC and agencies. Documentation is required to confirm anticipated water quality cost benefits and agency approval correspondence to continue to 100%,
- b) a requirement to secure permits and provide support documentation, and (budget increase of \$6,599 is for securing permits)
- c) a 100% Final Design Report must be a complete report as specified in the deliverables with quantified water quality benefits and BMP performance measures, if applicable. Drawings alone are no longer acceptable.

**Vermont Department of Public Safety – Emergency Management Performance Grant
Amendment #1**

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

Scope of Work:

- 1) Work with municipalities to update and submit Local Emergency Management Plans and to exercise those plans.
- 2) Provide technical assistance and overall regional/statewide coordination for emergency preparedness, response, mitigation, and long-term recovery.
- 3) Train and prepare RPC staff to assist the State to ensure an appropriate state-wide level of emergency response can be maintained.

Funding:

Grant Amount: \$55,485 (federal funds)

Match Amount: \$55,485

Match Source: Cash-in-kind through State Allocation (ACCD)

Performance Period: 10/01/19 – 09/30/20

Staff: Grace Vinson (primary), all other staff contribute to specific activities.

Note: Modified language is highlighted in yellow. The amendment changes language to allow for reimbursement requests to be submitted on a quarterly basis at a minimum. RPCs can choose to deviate from the regular schedule and submit requests more frequently (i.e. monthly) as long as a progress report is included with the invoice. The amendment also clarifies language in the Scope of Work to define what work is and is not allowable using EMPG funds for Hazard Mitigation Assistance (HMA) grant application development and Local Hazard Mitigation Plan (LHMP) development.

CONTRACTS

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

None.

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)

AGREEMENTS**Federal Reserve Bank of Boston – Working Communities Challenge Planning**

Scope of Work: Support a collaborative effort to build strong, healthy economies and communities in the Barre Area by assisting a multisector team to turn its ideas into an action plan.

The initial idea of the Barre Area team is to increase opportunities for upward economic mobility using a strength-based approach to grow, gather, and retain thriving community members. The grant is focused on systems change. The Barre Area team intends to bolster economic vitality by creating a workforce support system that links low- and moderate-income residents with employers, community partners, job coaches, and mentors by 2030. For this initial effort, the teams will work with employers and single women with children. 60% of single women with children in Barre City live below the federal poverty level (in extreme poverty; parent + child live on \$12,000 per year or less).

Funding:

Grant Amount: \$15,000 (private funds)

Match Amount: \$0

Performance Period: ~ 02/20/20 - ~08/31/2020

Staff: Bonnie Waninger (primary), Grace Vinson, Nancy Chartrand

Notes: The [Working Communities Challenge](#) is built on Federal Reserve Bank of Boston (Boston Fed) research about why many of New England's small cities have struggled economically over the past half-century. Boston Fed economists quickly discovered successful communities had something in common: leaders from the private business, public, and nonprofit sectors who collaborated on a shared, long-term vision for their community.

To help communities do this, the Boston Fed partnered with New England states to launch a competition that aimed to support diverse, local, collaborative leadership teams as they tackled complex issues within their communities. The challenge includes funding to accelerate promising local work, with a focus on increased economic opportunities for residents. The Barre Region team requested CVRPC's planning services as a neutral facilitator to craft and develop its idea.

CONTRACTS**Town of Waitsfield – Road Erosion Inventory**

Scope of Work: Conduct a road erosion inventory to assist the Town to meet its obligations under the Municipal Road General Permit.

Funding:

Contract Amount: \$5,545.77

Match Amount: None

Performance Period: 03/01/2020 – 10/31/2020

Staff: Ashley Andrews, Planning Technician

MEMORANDA OF AGREEMENT RECEIVED

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.

**SOUTHERN WINDSOR COUNTY REGIONAL PLANNING COMMISSION
2019 CLEAN WATER DESIGN/IMPLEMENTATION BLOCK GRANT (DIBG)**

SUB-GRANT AGREEMENT #CVRPC-2019DIBG-01

Project Names: a) Woodbury - Church Street Stormwater Final Design
 b) Woodbury – Fire Station & Post Office SW Final Design
 c) Calais-Moscow Woods Gully Final Design
 d) Calais-East Calais Post Office SW Final Design

1. **Parties:** This is an Agreement for services between the Southern Windsor County Regional Planning Commission (SWCRPC) a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 38 Ascutney Park Road, Ascutney, Vermont 05030 and **Central Vermont Regional Planning Commission** with its principal place of business at **29 Main St. #4, Montpelier, VT 05602** (hereinafter called “SUB-GRANTEE”). It is the SUB-GRANTEE’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUB-GRANTEE is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Sub-Grant Agreement is to provide funding for implementation of projects and associated program delivery under the 2019 SWCRPC Design/Implementation Block Grant program with the Vermont Department of Environmental Conservation (**2019-CWF-IMP-03**). The SUB-GRANTEE’s Scope of Work is outlined in ATTACHMENT A.
3. **Maximum Amount:** In consideration of the scope of work specified in ATTACHMENT A the SWCRPC agrees to pay SUB-GRANTEE, in accordance with the Payment Provisions specified in ATTACHMENT B.
4. **Agreement Term and Deadlines:** The period of SUB-GRANTEE’s performance shall begin on **January 6, 2020, and end on December 1, 2021**. It is expected that the project commences within 90 days of the execution of this agreement. To be eligible for funding, all projects must be completed and all deliverables and project invoicing must be submitted by no later than December 1, 2021.
5. **Source of Funds:** State Funds from the 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 SWCRPC and SUB-GRANTEE. No amendment will be considered without justification to support the amendment request.
7. **Final Payment:** Final payment will be remitted upon satisfactory receipt of all deliverables, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match. Required deliverables are outlined in ATTACHMENT A.

8. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
9. Work Product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.
10. Deadlines: Scope of work deadlines are firm. Failure to complete deliverables by the deadline may result in forfeiture of some or all of SUB-GRANTEE's payments. No modifications to deadlines are allowed without prior written approval of SWCRPC.
11. Contact persons for this award:
- SWCRPC: Thomas J. Kennedy, AICP Email: tkennedy@swcrpc.org
Phone: (802) 674-9201
- SUB-GRANTEE:
- CVRPC : Bonnie Waninger
- Phone: (802) 229-0389 Email: waninger@cvregion.com
12. Attachments: This Agreement consists of two pages plus the following attachments which are incorporated herein:
- Attachment A – SUB-GRANTEE Scope of Work to be performed
 - Attachment B – Budget and Payment Provisions
 - Attachment C -- Customary State Grant Provisions
 - Attachment D – Other Grant Provisions
 - Attachment E – Ineligible Expenses and Match Requirements
 - Attachment F(s) –Grant Reporting, Milestones, Deliverables & Performance Measures

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

SOUTHERN WINDSOR COUNTY
REGIONAL PLANNING COMMISSION

SUB-GRANTEE

Signature: _____

Signature: _____

Name: Thomas J. Kennedy, A.I.C.P.

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

ATTACHMENT A SUB-GRANTEE Scope of Work

Responsibilities for Each Party Under this Agreement are described below:

Sub-Grantee Responsibilities under this grant:

Will be responsible for all PROJECT COST and PROGRAM DELIVERY as outlined below:

Project Implementation:

- a. Work shall be completed as described in SUB-GRANTEE's funding project applications. SUB-GRANTEE shall adhere to any and all conditions imposed by DEC technical staff during the project screening and approval process.

Program Delivery (Grant Administration and Project Management):

Program Delivery may include some or all of the following tasks:

- a. If applicable, coordinate with project partners(s) (town, business, school district, private property owner, other organization or agency) as necessary for successful completion of the project(s) as outlined in this sub-grant agreement.
- b. Ensure that all required local, State and Federal permits have been obtained in a timely manner and that selected Contractor(s) are familiar with all permit conditions.
- c. Follow appropriate procurement policy. SUB-GRANTEE, and/or project partner, is to follow their procurement policy. If a project partner does not have a procurement policy in place, they are to follow the procurement policy of the SUB-GRANTEE.
- d. Provide procurement and oversight assistance for construction projects, if applicable, which may include:
 - i. Oversight of bid process including Request for Proposals, proposal review, and Contract development to ensure Contractors provide information for required Deliverables and Performance Measures;
 - ii. Hold pre-bid site visit(s) with interested bidders for construction projects;
 - iii. Document pre-construction site conditions with photos, if appropriate;
 - iv. Ensure any necessary construction oversight is carried out in accordance with potential permit conditions, and;
 - v. Ensure successful completion of the project per terms of this agreement.
- e. Provide reporting and invoice assistance to project partners, if applicable, to include:
 - i. Documentation of project costs;
 - ii. Invoice submission and payment disbursement to project partners, if applicable; and
 - iii. Compilation of financial documentation for reporting requirements and review for accuracy and completeness.
- f. Obtain Approval to Subgrant/Subcontract from all partners, vendors and contractors associated with this project prior to subcontractor starting work.
- g. Provide all invoicing, disbursements and reporting for all project implementation and program delivery activities as outlined in ATTACHMENT B **in a timely manner.**

- h. Ensure that all project construction will be completed no later than December 1, 2021 to be eligible for reimbursement.
- i. Submit Completed Deliverables and Work Products in ATTACHMENT F for each individual project, in a timely manner following Milestones. Deliverables completed must accompany SUBGRANTEE's invoicing for reimbursement of Program Delivery expenses.
- j. Submit Interim Progress Reports as Outlined in ATTACHMENT F.

**All Invoice Requests, Reporting documents, and correspondence
are to be sent via email to cwbg@swcrpc.org.**

SWCRPC Responsibilities Under this Agreement:

- Serve as the point of contact and coordinator for all projects statewide; act as a liaison to VT DEC for all administration, invoicing and reporting.
- Provide SUB-GRANTEE with required project specific Reporting, Deliverables, Milestones and Performance Measures (See ATTACHMENT F) as determined by VT DEC per ATTACHMENT D.
- Provide reporting templates and forms for invoicing, interim and final reporting, and Operations & Maintenance Template, as may be necessary. All forms available at weblink <https://swcrpc.org/design-implementation-block-grant/> for download.
- Make payments to SUB-GRANTEE upon receipt of invoices submitted by the SUB-GRANTEE to provide reimbursement for Project Implementation Costs and Program Delivery Costs as detailed in ATTACHMENT B.

ATTACHMENT B

PAYMENT PROVISIONS

The SWCRPC agrees to compensate the SUB-GRANTEE for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized under the terms and conditions of this agreement. The SUB-GRANTEE's preliminary project budget is to be included in this attachment. A final budget will be submitted after the selection of engineers and contractors.

A. General. The SWCRPC agrees to pay the SUB-GRANTEE for Project Implementation Costs and Program Delivery Costs and the SUB-GRANTEE agrees to pass through to project partners(s), if applicable.

B. Payment Procedures.

This grant is a cost-reimbursable grant. Requests for reimbursement must be submitted by SUB-GRANTEE using Invoice Template provided. Invoicing procedures include:

- Program Delivery back-up documentation for personnel and other direct costs must be retained by the SUB-GRANTEE and provided upon request.
- Final payment for Program Delivery will be made to SUB-GRANTEE upon completion of Project Deliverables and final reporting requirements as outlined in ATTACHMENT A.
- Up to 90 days of Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in ATTACHMENT A.
- Invoicing for Project Implementation Costs must be accompanied by contractor invoices.
- All invoices, including contractor invoices, must be signed by SUB-GRANTEE to certify accuracy of costs.
- All payments by the SWCRPC under this Agreement will be made in reliance upon the accuracy of all submissions by the SUB-GRANTEE.
- Deliverables are to be submitted with or prior to request for Payment for Program Delivery expenses.
- All match, if applicable, must be provided on a signed Form 430-M with proper support documentation with each invoice.

C. Budgets, Cost Overruns and Contractor Fees.

- The Budget is reflected in this attachment. Sub-grantee is required to review the Project Implementation portion of this budget, following procure of services, and shall inform SWCRPC if the anticipated cost will vary by more than 10%.
- Cost overruns will require an amendment to this agreement and will be contingent upon the availability of funds.
- Interest charge for late payment of invoices is not an eligible expense under this agreement.

PROJECT BUDGET

VT DEC GRANT #: 2019-CWF-IMP-03
SUB-GRANT #: CVRPC-2019DIBG-01 (BUNDLE)

Sub-Grantee: Central Vermont Regional Planning Commission

Budget Category (\$)	Project Budget Amount*	Funding Amount Requested	Total Match Provided
1 – Program Delivery Costs**	\$4,540	\$4,540	
2 – Project Implementation (non-MS4)			
2a - Project Costs for Design and/or Implementation <i>Woodbury - Church Street Stormwater Final Design</i>	\$14,400	\$13,500	\$900
2b - Project Costs for Design and/or Implementation <i>Woodbury - Fire Station & Post Office SW Final Design</i>	\$10,400	\$9,500	\$900
2c - Project Costs for Design and/or Implementation <i>Calais-Moscow Woods Gully Final Design</i>	\$11,633	\$11,000	\$633
2d - Project Costs for Design and/or Implementation <i>Calais-East Calais Post Office SW Final Design</i>	\$12,433	\$11,800	\$633
Sub-Total Implementation	\$48,866	\$45,800	
Total	\$53,406	\$50,340	\$3,066

* This is a maximum budget amount unless agreement is amended for budget revisions

** Program Delivery Cost Budget is based on Project Funding Amount Requested and may be adjusted with adjustments to Project Cost Budget.

Project Completion Date is anticipated by: November 15, 2021
DATE

ATTACHMENT C

STANDARD STATE PROVISIONS FOR SUBCONTRACTS AND SUBGRANTS

1. **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.
2. **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.
3. **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.
4. **Taxes Due to the State:**
 - A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

5. 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.

6. 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.

7. 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.

(End of Standard Provisions)

Attachment D

Other Grant Agreement Provisions

1. **Performance Reporting:** The required final performance report requirements and templates for this agreement is provided in the link below. If a grant agreement involves project implementation, additional reporting at the best management practice (BMP) level may be required. Fillable formats of performance report templates are available at: <http://dec.vermont.gov/watershed/cwi/grants>
2. **Required Deliverable for Project Identification:** As stated in the grant agreement's table of deliverables, all scoping grants involving project identification and prioritization are required to complete a table listing each project identified. Contact your grant manager for the table template. The table will be used to incorporate projects identified and prioritized into Vermont Tactical Basin Plan Implementation Tables.
3. **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>
4. **Ecosystem Restoration Design Terminology and Guidance Document:** If your project is considered to be a design project please use the Ecosystem Restoration Design Terminology and Guidance Document (available at: <http://dec.vermont.gov/sites/dec/files/documents/ERPDesignTerminologyandGuidance.pdf>) as a reference for definitions of design completion levels and expected deliverables.
5. **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.
6. Agriculture projects must first pursue other funding sources (e.g., Agency of Agriculture, Food and Markets and U.S. Department of Agriculture) before pursuing CWIP funds. Except for the Municipal Roads Grants-in-Aid program, road projects must first pursue other funding sources (e.g., Agency of Transportation) before pursuing CWIP funds.
7. Acceptable Management Practices (AMPs) for Maintaining Water Quality on Logging Jobs in Vermont available at: <https://fpr.vermont.gov/forest/managing-your-woodlands/acceptable-management-practices>.
8. For information regarding the Municipal Separate Storm Sewer System (MS4) General Permit, see: <http://dec.vermont.gov/watershed/stormwater/permit-information-applications-fees/ms4-permit>.

Attachment E

Ineligible Expenses and Required Match*

Ineligible Expenses:

- Purchase of tools and/or equipment;
- Office supplies such as, but not limited to, computers, cell phones, etc.;
- Uniforms/staff apparel;
- Food/beverage/event space costs (such as for a meeting);
- AmeriCorps host site or member costs;
- Expenditures that occurred before the award date (unless granted a 90-day pre-award approval from the State prior to agreement execution) or after the end date of the block grant agreement timeframe;
- General outreach and/or education;
- Political advocacy;
- Fundraising; and
- Grant writing.

Required Match:

Match requirements vary by project type (the State will provide a spreadsheet of “Design/Implementation Block Grant (Year 2 Pilot) Eligible Project Types, Standards, Milestones & Deliverables”). Natural resource projects (forestry, rivers, and lakes sectors) do not require match. The State requires 50% local match (cash or in-kind) for MS4 stormwater projects. MS4 stormwater projects are located in the MS4 communities listed below and support implementation of MS4 required flow restoration plans and phosphorus control plans.

Eligible match sources are listed below. These costs must be incurred within the time-frame of the block agreement dates:

- In-kind contributions such as time, transportation, and other organizational costs directly related to the project;
- Cash contributions from other funding sources (state funds not eligible);
- Land Acquisition;
- Equipment; and
- AmeriCorps member time (host site fee/1,700 hours x number of hours worked on the project).

Ineligible match funding sources include:

- Funds already provided as match to other state or federal projects;
- State funds;
- Expenses that occurred before or after the duration of the block grant agreement;
- Expenses related to political advocacy;
- Expenses related to fundraising; and
- Expenses related to grant writing.

* Per 2019-CWF-IMP-03 SWCRPC Grant Agreement

Attachment F

Project Reporting, Project Standards, Milestones, Deliverables and Performance Measures*

Project Name/Subgrant #: CVRPC-2019DIBG-01 (projects a,b,c,d)

Project Sector/Type/Phase: Stormwater/Final Design

Interim Progress Reporting (IPR):

Quarterly Progress Reports are to be submitted using **Interim Report Template to be provided**. If no progress has been made during the reporting period, please still submit an IPR and state 'no progress was made during this period.' First IPR will be due on the first date following date of this Sub-Grant Agreement.

Interim Report	Due Date
Interim Progress Report 1	March 15, 2020
Interim Progress Report 2	June 15, 2020
Interim Progress Report 3	September 15, 2020
Interim Progress Report 4	January 15, 2021
Interim Progress Report 5	April 15, 2021
Interim Progress Report 6	August 15, 2021
Interim Progress Report 7	November 15, 2021

Required Project Standards:

1. Must follow the 2017 stormwater manual for more technical aspects and guidance for design.
2. For final design & construction projects in the Lake Champlain or Lake Memphremagog watersheds calculate the nutrient reduction by using the on-line Stormwater Treatment Practice calculator. Phosphorus reductions are not needed for projects outside these basins. All projects should either provide treatment of the Water Quality Volume (1 inch, 24 hour storm), or if that is not possible due to site constraints, they must maximize treatment of runoff to the extent practicable).
3. For jurisdictional projects, ensure compliance with permits.

Technical Support Contact Information:

1. Hank Ainley, 802-490-6119, david.ainley@vermont.gov .
2. Helen Carr, 802-490-6170, helen.carr@vermont.gov .
3. Jim Pease, 802-490-6116, jim.pease@vermont.gov.

Attachment F (continued on next page)

Deliverables and Performance Measures (to be provided for each project):

Sector	Project Type & Phase	Project Type Definition	Required Performance Measures	Required Milestones	Required Deliverables (documentation of milestones)
Stormwater	Final Engineering Design	Final design of stormwater management practice(s) that collect, store, infiltrate, and filter runoff that contains nutrient and sediment pollution from hard surfaces associated with developed/urban/suburban areas. Work includes securing permit(s) and final operation and maintenance plan agreement(s).	Number of final (100%) designs completed.	<ol style="list-style-type: none"> 1. Project initiated; determination of required permits. 2. Determination of O&M responsible party. 3. If design is 0% to 100% a check-in with agencies is required at 30% design. ** 4. 100% designs complete. 5. All required permits secured for project implementation 6. Project complete. 	<ol style="list-style-type: none"> 1. Documentation of required permits for project implementation (see instructions), indicating potential challenges/conflicts for obtaining permit (if applicable) and project locator map. 2. Documentation of O&M responsible party once project is implemented. 3. Agency correspondence approvals at 30% check-in. 4. Final design report (includes synthesis of prior completed project deliverables, 100% designs, written landowner commitment to implement project, and final cost-estimate with a level of effort document, and water quality benefits (if possible) ***. 5. Secured Permit documentation. 6. Final Performance Report template, BMP reporting (one report template for each BMP status as designed); press release.

*Deliverables and Performance Measures per [DEC Design Implementation Block Grant Project Table](#)

** Grantee must check in with the DEC Regional River Scientist and obtain approval prior to each phase of a project: project initiation, scope of work development, 30% design, and 100% design phases. Check-ins must include submittal of project concepts/plans to date and discussion of project objectives and potential constraints. Grantee must check in with the DEC Rivers Program to identify and obtain applicable floodplain, river corridor, or stream alteration permits.

***Water Quality Benefits: Please describe the water quality benefits of the project in the design report. If possible, please quantify or estimate nutrient (phosphorus and/or nitrogen) and sediment pollution reduction potential expected to result from the project, as well as, any co-benefits including AOP, aquatic and riparian habitat, other pollution reduction, and mitigation of flooding. Include any metrics you are able.



Department of Public Safety
45 State Drive
Waterbury, Vermont 05671-1300

AGREEMENT AMENDMENT

STATE OF VERMONT GRANT AGREEMENT		Part 1-Grant Award Detail	
SECTION I - GENERAL GRANT INFORMATION			
¹ Grant #: 02140-31027C-004		² Original _____ Amendment # <u>1</u>	
³ Grant Title: Emergency Management Performance Grant 2019			
⁴ Amount Previously Awarded: \$ 55,485.00		⁵ Amount Awarded This Action: \$ 0.00	
		⁶ Total Award Amount: \$ 55,485.00	
⁷ Award Start Date: 10/1/2019		⁸ Award End Date: 9/30/2020	
		⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission (CVRPC)	
¹² Grantee Address: 29 Main St Ste 4			
¹³ City: Montpelier		¹⁴ State: VT	
		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Department of Public Safety		¹⁷ Business Unit: 02140	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: <u>\$55,485.00</u> Description: <u>50% Match</u>	
²⁰ If this action is an amendment, the following is amended:			
Amount: <input type="checkbox"/>		Funding Allocation: <input type="checkbox"/>	
Performance Period: <input type="checkbox"/>		Scope of Work: <input type="checkbox"/>	
		Other: <input checked="" type="checkbox"/>	
SECTION II - SUBRECIPIENT AWARD INFORMATION			
²¹ Grantee DUNS #: 158842195		²² Indirect Rate: <u>115.00%</u>	
²⁴ Grantee Fiscal Year End Month (MM format): Jun-06		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
		²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):			
SECTION III - FUNDING ALLOCATION			

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

STATE FUNDS

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

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.042	Emergency Management Performance Grant 2019	\$55,485.00	\$0.00	\$55,485.00	EMB-2019-EP-00007	10/1/2018	\$3,022,554.00

³⁹ Federal Awarding Agency:

Department of Homeland Security- FEMA

⁴⁰ Federal Award Project Descr:

		\$0.00	\$0.00	\$0.00			\$0.00
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Federal Awarding Agency:

Federal Award Project Descr:

		\$0.00	\$0.00	\$0.00			\$0.00
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Federal Awarding Agency:

Federal Award Project Descr:

		\$0.00	\$0.00	\$0.00			\$0.00
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Federal Awarding Agency:

Federal Award Project Descr:

		\$0.00	\$0.00	\$0.00			\$0.00
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Federal Awarding Agency:

Federal Award Project Descr:

Total Awarded - All Funds	\$55,485.00	\$0.00	\$55,485.00	
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SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: Melissa Austin

TITLE: Financial Administrator

PHONE: (802) 241-5396

EMAIL: melissa.austin@vermont.gov

GRANTEE

NAME: Bonne Waninger

TITLE: Executive Director

PHONE: (802) 229-0389

EMAIL: waninger@cvregion.com

Justification: Amending Attachment A: Scope Of Work To Be Performed, Task 2. Technical Assistance and Education, letter d. -

Provide technical assistance for communities in emergency preparedness, response, and hazard mitigation which includes the following. In their application, RPCs will need to outline which towns they anticipate working with to provide this assistance, within reason.

Grant applications to include grants from the following:

- *Homeland Security Grant Program*
- *Hazard Mitigation Grant Program*
- *Pre-Disaster Mitigation*
- *Flood Mitigation Assistance*
- *all other grant application assistance must be approved by VEM.*

Local ERAF assistance, to include, but not limited to:

- *NFIP compliance*
- *Local Hazard Mitigation Plan (LHMP) development assistance if there is no other funding assistance for LHMP development.*

EMPG funds may not be used for the following tasks:

- *If an RPC is developing a planning grant application on behalf of towns with the RPC as the sub-applicant, EMPG funds may not be used for that application development. RPCs can still apply on behalf of towns if they prefer, but EMPG cannot be used to develop the application if the RPC will be the subrecipient. EMPG funds can be used for developing hazard mitigation project applications for municipalities.*
- *RPCs should not be helping towns develop Local Hazard Mitigation Plan (LHMP) applications when VEM is the subgrantee where the RPC will then bid on the project. This is a conflict of interest. If a town asks an RPC for LHMP grant development assistance, the RPC should forward their request to the Hazard Mitigation Planner. The Hazard Mitigation Planner can assist towns with application development and applies on behalf of towns.*
- *If there is any Hazard Mitigation Assistance (HMA) funding for a town, EMPG cannot be used to assist that town with LHMP development. If there is funding through HMA, there should be no duplication of billing to other federal sources.*

Amending Attachment B: Payment Provisions reimbursement request timeline -

“Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form ADM-116a), and must be supported by detailed supporting documentation. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks. Any requests for reimbursement, or payment, must also be submitted with a detailed activity log, or quarterly report, that demonstrates how the funds were spent. For information on Quarterly Reporting requirements, see the Reporting Requirements sections in Attachment A”

These requests must be submitted to the Vermont Department of Public Safety, Financial Office, at a minimum, no later than the end of the month following the quarter in which the expenses were incurred.”

Except as specified above, all other terms and conditions remain unchanged for the period of the Subgrant Agreement. The effective date of this amendment is defined as the date the Department of Public Safety representative(s) signs this amendment.

By:

By:

Signature

Signature

Printed Name

Printed Name

Commissioner/Deputy Commissioner

Title: _____

Date: _____

Date: _____

Cc: Program Workcenter



MEMO

Date: March 2, 2020
To: Executive Committee
From: Nancy Chartrand, Office Manager
Re: Dependent Care Reimbursement Accounts Benefit

✕ ACTION REQUESTED: Authorize Executive Director to sign the Execution Agreement and Certificate of Resolution for Central Vermont Regional Planning Commission's FSA Plan, effective January 1, 2020.

FSA - Dependent Care Reimbursement Account

Last year, the Executive Committee approved CVRPC establishing a new benefit for employees - Dependent Care Reimbursement Accounts (DCRA). This benefit allows employees who qualify and wish to use pre-tax payroll contributions towards dependent care¹ expenses, to have funds deducted from their payroll and reimbursed by MVP for qualified expenses.

Due to a change in health insurance providers in 2020, CVRPC set up its DCRA for 2020 with MVP as costs previously covered by Blue Cross Blue Shield for our HealthEquity DCRA would no longer be covered. MVP sponsors all costs associated with the new DCRA Plan; i.e. Set Up Fee, Annual Fee, and Non-Discrimination Testing for 2020.

DCRA funds are deducted from the employee's payroll and deposited with MVP. Employees pay dependent care costs out-of-pocket, and then submit expenses for reimbursement. DCRA funds *do not* roll over year after year. Employees must use DCRA dollars within the plan year or they are forfeited. Forfeited funds will be returned to CVRPC.

The MVP DCRA plan initiated on January 1, 2020. The Plan Document was received recently and requires signature of the Execution Agreement and Certificate of Resolution.

The Plan describes all benefits and establishes rules for eligibility and elections.

¹ Dependent care typically means childcare. It also can mean a spouse or other adult who can be claimed as a dependent on the employee's federal tax return.



Central Vermont Regional Planning Commission

Central Vermont Regional Planning Commission
29 Main St, Suite 4
Montpelier, VT 05602

Central Vermont Regional Planning Commission FSA Plan

Plan Document

Effective January 01, 2020

I. ARTICLE - PLAN DEFINITIONS

II. ARTICLE - PARTICIPATION

- | | |
|-----|---------------------------------------|
| 01. | ELIGIBILITY |
| 02. | EFFECTIVE DATE OF PARTICIPATION |
| 03. | APPLICATION TO PARTICIPATE |
| 04. | TERMINATION OF PARTICIPATION |
| 05. | TERMINATION OF EMPLOYMENT |
| 06. | REINSTATEMENT OF A FORMER PARTICIPANT |
| 07. | DEATH |

III. ARTICLE - CONTRIBUTIONS TO THE PLAN

- | | |
|-----|------------------------------|
| 01. | SALARY REDIRECTION |
| 02. | APPLICATION OF CONTRIBUTIONS |
| 03. | PERIODIC CONTRIBUTIONS |
| 04. | EMPLOYER CONTRIBUTIONS |

IV. ARTICLE - BENEFITS

- | | |
|-----|--|
| 01. | BENEFIT OPTIONS |
| 02. | DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT |
| 03. | NONDISCRIMINATION REQUIREMENTS |
| 04. | NON-TAX DEPENDENT COVERAGE |

V. ARTICLE - PARTICIPANT ELECTIONS

- | | |
|-----|-----------------------------|
| 01. | INITIAL ELECTIONS |
| 02. | SUBSEQUENT ANNUAL ELECTIONS |
| 03. | FAILURE TO ELECT |
| 04. | CHANGE IN STATUS |

VI. ARTICLE - DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

- | | |
|-----|--|
| 01. | ESTABLISHMENT OF ACCOUNT |
| 02. | DEFINITIONS |
| 03. | DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS |
| 04. | INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS |
| 05. | DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS |
| 06. | ALLOWABLE DEPENDENT CARE REIMBURSEMENT |
| 07. | ANNUAL STATEMENT OF BENEFITS |
| 08. | FORFEITURES |
| 09. | LIMITATION ON PAYMENTS |
| 10. | NONDISCRIMINATION REQUIREMENTS |
| 11. | COORDINATION WITH CAFETERIA PLAN |
| 12. | DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS |

VII. ARTICLE - ADMINISTRATION

- | | |
|-----|----------------------------------|
| 01. | PLAN ADMINISTRATION |
| 02. | EXAMINATION OF RECORDS |
| 03. | PAYMENT OF EXPENSES |
| 04. | INSURANCE CONTROL CLAUSE |
| 05. | INDEMNIFICATION OF ADMINISTRATOR |

VIII. ARTICLE - AMENDMENT OR TERMINATION OF PLAN

- | | |
|-----|-------------|
| 01. | AMENDMENT |
| 02. | TERMINATION |

IX. ARTICLE - MISCELLANEOUS

01.	PLAN INTERPRETATION
02.	GENDER AND NUMBER
03.	WRITTEN DOCUMENT
04.	EXCLUSIVE BENEFIT
05.	PARTICIPANT'S RIGHTS
06.	ACTION BY THE EMPLOYER
07.	EMPLOYER'S PROTECTIVE CLAUSES
08.	NO GUARANTEE OF TAX CONSEQUENCES
09.	INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS
10.	FUNDING
11.	GOVERNING LAW
12.	SEVERABILITY
13.	CAPTIONS

Central Vermont Regional Planning Commission FSA Plan

INTRODUCTION

The company has adopted this Plan effective January 01, 2020. Its purpose is to provide benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to elect between cash compensation or certain nontaxable benefit options as they desire. The Plan shall be known as the Central Vermont Regional Planning Commission FSA Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

I. ARTICLE - PLAN DEFINITIONS

01. **"Administrator"** means the Employer, unless another person or entity has been designated by the Employer pursuant to the Article titled: "Administration" to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including but not limited to the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.
02. **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in the Article titled: "Benefit Information".
03. **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under the Article titled: "Benefit Information". Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.
04. **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.
05. **"Compensation"** means the amounts received as compensation by the Participant from the Employer during a Plan Year.
06. **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)). Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order shall be considered a Dependent under this Plan.

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

07. **"Effective Date"** means January 01, 2020.
08. **"Election Period"** means the period, established by the Administrator, immediately preceding the beginning of each Plan Year, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to the Article titled: "Participant Elections".
09. **"Eligible Employee"** means any Employee who has satisfied the provisions of the Section titled: "Eligibility".

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

10. **"Employee"** means any person who is currently or hereafter employed by the Employer.

The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

11. **"Employer"** means Central Vermont Regional Planning Commission and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, or Adopting Employer.
12. **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit, or any self-funded arrangement providing any Benefit offered for health and welfare coverage to Eligible Employees of the Employer.
13. **"Insurance Premium Payment Plan"** means the plan of benefits contained in the "Benefit Options" section of this Plan, which provides for the payment of Premium Expenses.
14. **"Insurer"** means any insurance company that underwrites a Benefit or any self-funded arrangement under this Plan.
15. **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.
16. **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to the Section titled: "Application to Participate" and has not for any reason become ineligible to participate further in the Plan.
17. **"Plan"** means the flexible benefits plan described in this instrument, including all amendments thereto.
18. **"Plan Year"** means the 12-month period beginning January 01 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
19. **"Premium Expenses" or "Premiums"** means the Participant's cost for the Benefits described in the Section titled: "Benefit Options".
20. **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.
21. **"Run-out Period"** means the set number of days after the plan year ends that allows you to submit claims for eligible expenses incurred during the Plan Year.
22. **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to the Section titled: "Salary Redirection". These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under the Article titled: "Participant Elections".
23. **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his or her Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.
24. **"Spouse"** means "spouse" as defined in an Insurance Contract, then, for purposes of coverage under that Insurance Contract only, "spouse" shall have the meaning stated in the Insurance Contract. In all other cases, "spouse" shall have the meaning stated under applicable federal or state law.

II. ARTICLE - PARTICIPATION

01. **ELIGIBILITY**

An individual is eligible to participate in this Plan if the individual:

- a. is an Eligible Employee as defined in the Article titled: "Definitions"
- b. is working an average of 30 hours or more per week or at least 130 hours per month; and
- c. is eligible for the group medical plan

02. **EFFECTIVE DATE OF PARTICIPATION**

An Eligible Employee shall become a Participant effective as of the day the eligibility requirements were met, the provisions of which are specifically incorporated herein by reference.

03. **APPLICATION TO PARTICIPATE**

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his or her Benefit elections pursuant to the Section titled: "Change in Status".

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance, unless the Employee elects, during the Election Period, not to participate in the Plan.

04. **TERMINATION OF PARTICIPATION**

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- a. **Termination of employment.** The termination of Participant's employment, subject to the provisions of the Section titled: "Termination of Employment";
- b. **Death.** The Participant's death, subject to the provisions of the Section titled: "Death"; or
- c. **Termination of the plan.** The termination of this Plan, subject to the provisions of the Section titled: "Termination".

05. **TERMINATION OF EMPLOYMENT**

If a Participant's employment with the Employer is terminated for any reason other than death, his or her participation in the Benefit Options provided under the Section titled: "Benefit Options" shall be governed in accordance with the following:

- a. **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- b. **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment-related Dependent Care Expense reimbursements for expenses within 90 days after the date of termination, limited by the balance in the Participant's Dependent Care Flexible Spending Account as of the date of termination.

06. **REINSTATEMENT OF A FORMER PARTICIPANT**

An Employee whose participation terminates and returns to an eligible status less than thirty days later may re-enroll within thirty days of returning to an eligible status with a commencement date of the first of the month following the adjusted eligibility date. An Employee who re-enrolls in a Health Flexible Spending Account or Dependent Care Account after such time must re-enter the Plan and reinstate their original elections for that Plan Year with adjustments to the annual election amount as the Administrator deems necessary to prorate the annual election amount over the remainder of the Plan Year. Expenses incurred by the employee during the time that the employee was not a Participant will not be covered expenses unless COBRA was elected pursuant to the Article titled: "Continuation of Coverage (COBRA)".

Any Employee who terminates employment and is rehired into an eligible status after thirty days from the date of termination will be treated as a new enrollee under the Plan. If such Employee returns within the same Plan Year, prior contributions made to the Health Flexible Spending Account and/or the Dependent Care Account will be taken into consideration so as not to exceed Plan or IRS maximums.

07. **DEATH**

If a Participant dies, his or her participation in the Plan shall immediately cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to a particular specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

III. ARTICLE - CONTRIBUTIONS TO THE PLAN

01. SALARY REDIRECTION

Subject to the provisions of the section titled "Employer Contributions," benefits under the Plan shall be financed by Salary Redirections sufficient to support the benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his or her pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participant's elections made under the Section titled: "Initial Elections".

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to the Section titled: "Initial Elections") and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under the Article titled: "Participant Elections" and are consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

02. APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

03. PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

04. EMPLOYER CONTRIBUTIONS

The Employer may provide non-elective contributions in the form of Employer Funding into the Dependent Care Spending Account to the extent as described in the Section Titled: "Limitation on Allocations". Such contributions may be prorated for Participants who begin participating in the middle of the Plan Year. Contributions or matching contributions made to the Dependent Care Spending Account generally do not count toward the annual contribution limit as described in the Section Titled: "Limitation on Allocations".

IV. ARTICLE - BENEFITS

01. BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his or her Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

02. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case the Article titled: "Dependent Care Flexible Spending Account" shall apply.

03. NONDISCRIMINATION REQUIREMENTS

- a. **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.
- b. **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.
- c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination is prohibited by Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his or her non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his or her non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

04. NON-TAX DEPENDENT COVERAGE

- a. If (i) Employee Salary Redirections are made to fund Benefits under the Plan, and (ii) the Employer allows a Participant to elect to cover a Non-Tax Dependent through the Participant's coverage under group Medical, Dental or Vision benefit(s), a Participant who elects to participate in the Salary Redirection program may pay on a pre-tax basis through salary reduction contributions the Participant's portion of the premium cost of coverage under the Employer's Medical, Dental or Vision Benefits, provided that the full fair market value of such Medical, Dental or Vision coverage for any such Non-Tax Dependent shall be includible in the Participant's gross income as a taxable benefit in accordance with applicable federal income tax rules. For purposes of this Plan, the Participant electing coverage for Non-Tax Dependent(s) shall be treated as receiving, at the time that coverage is received, cash compensation equal to the full fair market value of such coverage and then as having purchased the coverage with after-tax employee contributions.
- b. Notwithstanding the foregoing, no medical care or dependent care expenses incurred by or with respect to a Non-Tax Dependent of a Participant shall be eligible for reimbursement as eligible expenses under the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

V. ARTICLE - PARTICIPANT ELECTIONS

01. INITIAL ELECTIONS

An Employee who meets the eligibility requirements of the Section titled: "Eligibility" on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his or her effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

02. SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form or electronically, as provided by the Administrator, which spending account Benefit options he wishes to participate in. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which immediately follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- a. A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- b. A Participant may terminate his or her participation in the Plan by notifying the Administrator in writing or by electronic notification, as determined by the Employer, during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- c. An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in the Section titled: "Change of Status".

03. FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits, subject to the provisions of the Section titled: "Change in Status" below.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

04. CHANGE IN STATUS

- a. **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict with any of the provisions of this Plan, then such rules and regulations shall control. See below in this Section for other situations in which changes in Benefit elections are permitted.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains eligibility for coverage under any other plan, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan is consistent with that change in status only if coverage for that individual becomes applicable or is increased under said other plan. Also, if the Participant, Spouse or Dependent loses eligibility for coverage under any other plan, then a Participant's election under the Plan to start or increase coverage for that individual under the Plan is consistent with that change in

status only if coverage for that individual ceases or is decreased under said other plan.

Regardless of the consistency requirement, if the individual, or the individual's Spouse or Dependent, becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

1. Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
2. Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
3. Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
4. Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
5. Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

- b. **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP), provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.
- c. **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) (collectively, an "order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) that requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):
 1. The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
 2. The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan, and such coverage is actually provided.
- d. **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under

the Plan if a benefit package option under the Plan provides similar coverage.

- e. **Cost increase or decrease.** Notwithstanding subsection (a), if the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

- f. **Loss of coverage.** Notwithstanding subsection (a), if the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.
- g. **Addition of a new benefit.** Notwithstanding subsection (a), if, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.
- h. **Loss of coverage under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.
- i. **Change of coverage due to change under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse, former Spouse's employer or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse, former Spouse's employer or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse, former Spouse's employer or Dependent's employer.
- j. **Change in dependent care provider.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in a dependent care provider. The availability of dependent care services from a new dependent care provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

VI. ARTICLE - DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

01. ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

02. DEFINITIONS

For the purposes of this Article and the Plan, the terms below shall have the following meaning:

- a. **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.
- b. **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.
- c. **"Employment-Related Dependent Care Expenses"** means the amounts paid for those expenses of a Participant that, if paid by the Participant, would be considered employment related expenses under Code Section 21(b)(2). Generally, they include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period during which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for, the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:
 1. If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment Related Dependent Care Expenses only if incurred for a Qualifying Dependent (as defined in the "Definitions" Section of the Article titled: "Dependent Care Flexible Spending Account") who regularly spends at least eight (8) hours per day in the Participant's household;
 2. If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than six (6) individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and
 3. Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid to or incurred by a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.
- d. **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,
 1. a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;
 2. a Dependent or Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or
 3. a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).
- e. The definitions of the Article titled: "Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

03. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

04. INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the amount of Cafeteria Plan Benefit Dollars that he has elected to apply toward his or her Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

05. **DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of the Participant pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof.

06. **ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in the Section titled: "Limitation on Payments" below, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

07. **ANNUAL STATEMENT OF BENEFITS**

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under the Section titled: "Definitions" during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

08. **FORFEITURES**

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

09. **LIMITATION ON PAYMENTS**

- a. **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any tax year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) and \$5,000.00 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

10. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination is prohibited under Code Section 129(d).
- b. **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of (i) the stock of, or (ii) the capital or profits interest in, the Employer.
- c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination is prohibited by Code Section 129, it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

11. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

12. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS**

The Administrator shall direct the payment of all qualified Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- a. The Dependent or Dependents for whom the services were performed;
- b. The nature of the services performed for the Dependent, the cost of which the Participant wishes reimbursement;
- c. The relationship, if any, of the person performing the services to the Participant;
- d. If the services are being performed by a child of the Participant, the age of the child;
- e. A statement as to where the services were performed;
- f. If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- g. If the services were being performed in a day care center, a statement:
 1. that the day care center complies with all applicable laws and regulations of the state of residence,
 2. that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 3. of the amount of fee paid to the provider.
- h. If the Participant is married, a statement containing the following:
 1. the Spouse's salary or wages, if he or she is employed, or
 2. if the Participant's Spouse is not employed, that
 - i. he or she is incapacitated, or
 - ii. he or she is a full-time student attending an educational institution, and the months of the year during which he or she attends such institution.
- i. **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

VII. ARTICLE - ADMINISTRATION

01. PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person or persons, including, but not limited to, one or more Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or may be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery if no date is specified. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- a. To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- b. To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- c. To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- d. To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- e. To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- f. To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- g. To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such should be paid. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- h. To establish and communicate procedures to determine whether a medical child support order is qualified; and
- i. To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

02. EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer, for examination at reasonable times during normal business hours, such records as pertain to their interest under the Plan.

03. PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

04. **INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer or other benefit program that is self-insured whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

05. **INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

VIII. ARTICLE - AMENDMENT OR TERMINATION OF PLAN

01. AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state and local laws, statutes and regulations.

02. TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Dependent Care Flexible Spending Account, but all payments from such accounts shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

IX. ARTICLE - MISCELLANEOUS

01. PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

02. GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

03. WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

04. EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

05. PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

06. ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by the Employer.

07. EMPLOYER'S PROTECTIVE CLAUSES

- a. **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.
- b. **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

08. NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

09. INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant.

as regular cash compensation, plus the Participant's share of any Social Security tax and Medicare tax that would have been paid on such compensation, less any such additional income tax, Social Security tax, and Medicare tax actually paid by the Participant.

10. **FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11. **GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event does the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of Vermont.

12. **SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

13. **CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

Execution Agreement

IN WITNESS WHEREOF, Central Vermont Regional Planning Commission has caused its authorized officer to execute this Plan document as of _____, the same to be effective **January 01, 2020**, unless otherwise indicated herein.

Central Vermont Regional Planning Commission

By:

Name:

Title:

The undersigned authorized representative of **Central Vermont Regional Planning Commission** (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Welfare Benefit Plan, effective January 01, 2020, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

RESOLVED, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of Central Vermont Regional Planning Commission's Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

Central Vermont Regional Planning Commission

By:

Name:

Title:



Central Vermont Regional Planning Commission

Central Vermont Regional Planning Commission
29 Main St, Suite 4
Montpelier, VT 05602

Central Vermont Regional Planning Commission FSA Plan

Summary Plan Description

Effective January 01, 2020

I. ARTICLE - ELIGIBILITY

- 01. HOW CAN I PARTICIPATE IN THE PLAN?
- 02. WHAT ARE THE ELIGIBILITY REQUIREMENTS FOR OUR PLAN?
- 03. WHEN CAN I ENTER THE PLAN?
- 04. HOW DO I ENROLL IN THE PLAN?

II. ARTICLE - OPERATION

- 01. HOW DOES THIS PLAN OPERATE?

III. ARTICLE - CONTRIBUTIONS; ELECTIONS

- 01. HOW MUCH OF MY PAY MAY THE EMPLOYER REDIRECT?
- 02. WHAT HAPPENS TO CONTRIBUTIONS MADE TO THE PLAN?
- 03. WHEN MUST I DECIDE WHICH ACCOUNTS I WANT TO USE?
- 04. WHEN IS THE ELECTION PERIOD FOR OUR PLAN?
- 05. MAY I CHANGE MY ELECTIONS DURING THE PLAN YEAR?
- 06. MAY I MAKE NEW ELECTIONS IN FUTURE PLAN YEARS?

IV. ARTICLE - BENEFITS

- 01. WHAT BENEFITS ARE OFFERED UNDER THE PLAN?
- 02. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT
- 03. PREMIUM EXPENSE ACCOUNT

V. ARTICLE - BENEFIT PAYMENTS

- 01. WHEN WILL I RECEIVE PAYMENTS FROM MY ACCOUNTS?
- 02. WHAT HAPPENS IF I DON'T SPEND ALL PLAN CONTRIBUTIONS DURING THE PLAN YEAR?
- 03. WHAT HAPPENS IF MY EMPLOYMENT TERMINATES?
- 04. WILL MY SOCIAL SECURITY BENEFITS BE AFFECTED?

VI. ARTICLE - HIGHLY COMPENSATED AND KEY EMPLOYEES

- 01. DO LIMITATIONS APPLY TO HIGHLY COMPENSATED EMPLOYEES?

VII. ARTICLE - PLAN ACCOUNTING

- 01. PERIODIC STATEMENTS

VIII. ARTICLE - GENERAL INFORMATION ABOUT OUR PLAN

- 01. GENERAL PLAN INFORMATION
- 02. EMPLOYER INFORMATION
- 03. PLAN ADMINISTRATOR INFORMATION
- 04. AGENT FOR SERVICE OF LEGAL PROCESS
- 05. TYPE OF ADMINISTRATION

Central Vermont Regional Planning Commission FSA Plan

INTRODUCTION

The Company's Flexible Benefit Plan ("Plan") has been established to allow Eligible Employees to pay for certain benefits on a pre-tax basis. There are specific benefits that you may elect, and they are outlined in this Summary Plan Description. You will also be informed about other important information concerning the Plan, such as the conditions you must satisfy before you can join and the laws that protect your rights.

Read this Summary Plan Description ("SPD") carefully so that you understand the provisions of the Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the Plan document, which governs the operation of the Plan. The Plan document is written in much more technical language. Please note that if the non-technical language in this SPD and the legal language of the Plan document conflict, the Plan document will always govern the Plan. Also, if there is a conflict between any of the insurance contracts and either the Plan document or this Summary Plan Description, the insurance contracts will control the respective insurance policies. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan is subject to the Internal Revenue Code and other federal and state laws and regulations that may affect your rights under this plan. This SPD explains the current details of the Plan in order to comply with all applicable legal requirements. From time to time, the Plan may be revised due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. This Plan may be amended or terminated by the Company. If the Plan is ever amended or changed, the Company will notify you.

This SPD was designed to provide you with information regarding the Company Flexible Benefit Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other assigned person). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About our Plan."

I. ARTICLE - ELIGIBILITY

01. How can I participate in the Plan?

Before you can become a Participant in the Plan, there are certain conditions that you must satisfy. First, you must be an active employee working 30 or more hours per week or 130 hours per month and meet the eligibility requirements.

After that, you must enroll in the Plan on the "entry date" that has been established for all employees. The "entry date" is defined in Question 3 below. However, in certain limited situations, you may enroll in the Plan at other times as well. See the Article titled: "Contributions".

02. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan and the other eligibility requirements established by your employer as defined in section 1.

03. When can I enter the plan?

You can enter the Plan on the day you met the eligibility requirements.

04. How do I enroll in the Plan?

Before you can join the Plan, you must complete an enrollment form. The enrollment form will allow you to select which benefits you want to participate in under the Plan. This form will also authorize the Company to redirect some of your earnings in order to pay for the benefits you select.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan. These benefits are listed in the Article titled: "Benefits".

II. ARTICLE - OPERATION**01. How does this Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your earnings contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your earnings that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses that you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under this Plan, you cannot claim a Federal income tax credit or deduction on your return. Participation in this plan is completely voluntary.

III. ARTICLE - CONTRIBUTIONS; ELECTIONS**01. How much of my pay may the Employer redirect?**

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year on a per payroll basis.

02. What happens to contributions made to the Plan?

Prior to the Plan start date each year, you must decide on the amount of pre-tax dollars you want to contribute to the Plan. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, those dollars will be used to pay those expenses as they arise during the Plan Year. In addition, you should also note that any previous benefit payments made from any Account under the Plan that are unclaimed (e.g., uncashed benefit checks) at the end of the Plan Year following the period of coverage in which the qualifying expense was incurred will be forfeited to the Employer.

For information regarding the administration of contributions in specific accounts under this Plan, please refer to the Article titled: "Benefits".

03. When must I decide which accounts I want to use?

You are required by Federal regulations to decide during the enrollment or election period (defined below) prior to the Plan Year start. You must decide which accounts you want and how much you want to contribute to each account.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance, unless you elect during the election period (defined below) not to participate in the Plan.

04. When is the election period for our Plan?

You will make your initial election on or before your entry date. (Please review the Article titled: "Eligibility" to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Company and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Company will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

05. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections.

You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

Marriage, divorce, death of a spouse, legal separation or annulment;

Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;

Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;

One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and

A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you certain other rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the

law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if the Company adds a new coverage option or eliminates an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse, former spouse or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

06. May I make new elections in future Plan Years?

Yes. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, the Company will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV. ARTICLE - BENEFITS**01. What benefits are offered under the Plan?**

You may choose to receive your entire compensation or use a portion to pay for benefits under this plan.

02. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care costs with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

The most that you can contribute to your Dependent Care Flexible Spending Account for the Plan Year is \$5,000.00.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- a. A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- b. An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- c. An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000.00 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed annual earned income (a spouse who is a full time student or incapable of caring for himself/herself has a deemed monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to be able to exclude from your income the reimbursements made to you from this account, you must provide on your tax form for the year the name, address, and in most cases, the taxpayer identification number of the service provider, as well as the amount of such expense. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Consult with your tax adviser for further information.

03. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various group insurance programs the Company offers you. These premium expenses include:

Under this Plan, the Company will allocate the pre-tax premium withholding to the accounts established under the Plan pursuant to the Participants' elections. Certain limits on the amount of coverage that can be paid through pre-tax premiums may apply.

The Company may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. The Company will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V. ARTICLE - BENEFIT PAYMENTS**01. When will I receive payments from my accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

02. What happens if I don't spend all Plan contributions during the Plan Year?

If you have unused contributions in your account at the end of the current Plan Year, those monies will be forfeited to the Employer. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited.

For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year.

Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

03. What happens if my employment terminates?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- a. You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- b. You will still be able to request reimbursement for qualifying dependent care expenses up to 90 days after the date of termination from the balance remaining in your Dependent Care Account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after termination.

04. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as the Company contributions to Social Security on your behalf.

VI. ARTICLE - HIGHLY COMPENSATED AND KEY EMPLOYEES**01. Do limitations apply to highly compensated employees?**

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or are highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII. ARTICLE - PLAN ACCOUNTING**01. Periodic Statements**

Periodically during the Plan Year, the Administrator will provide you with a statement of your account that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII. ARTICLE - GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

01. General Plan Information

Central Vermont Regional Planning Commission FSA Plan is the name of the Plan.

Your Employer has assigned Plan Number 515 to your Plan.

The company has adopted this Plan effective January 01, 2020.

Your Plan's records are maintained on a twelve-month period of time known as the Plan Year. The Plan Year begins on January 01 and ends on December 31.

02. Employer Information

Your Employer's name, address, and tax identification number are:

Central Vermont Regional Planning Commission
Nancy Chartrand
29 Main St, Suite 4
Montpelier, VT 05602
802-229-0389
chartrand@cvregion.com
FEIN: 03-0225677

03. Plan Administrator Information

The name and address of your Plan's Administrator are:

MVP Health Care
PO Box 2207
Schenectady, NY 12301

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

04. Agent for Service of Legal Process

Should it ever be necessary, you or your personal representative may serve legal process on the agent for service of legal process for the Plan. The Plan's Agent of Service is:

Central Vermont Regional Planning Commission
29 Main St, Suite 4
Montpelier, VT 05602
802-229-0389
chartrand@cvregion.com

05. Type of Administration

The type of Administration is Employer Administration.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your and your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.



MEMORANDUM

Date: February 23, 2020

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: CVRPC FFY 2020 TPI Budget Adjustment 1 – Supplemental Information

⊗ ACTION REQUESTED: Approve the FFY20 Transportation Planning Initiative (TPI) agreement budget adjustment.

This memo advises the Executive Committee of changes to CVRPC's FFY20 Transportation Planning Initiative (TPI) agreement budget adjustment. The Committee approved an adjustment at its February 3, 2020 meeting. Subsequent to the approval, errors were discovered in the adjustment, and a revised budget is being presented for approval.

Changes primarily reflect:

- updates to staff billing to reflect CY2020 benefit rates. Ex. Health insurance costs increased.
- revisions to staff hours to reflect existing use through January 31, 2020. Ex. The summer 2019 intern expended hours in several categories.
- revisions to staff hours based on projected use due to the transportation planner position vacancy. Ex. The Executive Director will prepare the FFY21 work program and budget.

Budget revision approved by the Committee on February 3, 2020:

Task	Task Description	Approved Amount	Amended	Difference	% Change
Task 1	Administration	\$18,988	\$18,153	(\$835)	-4.40%
Task 2	Public Participation & Coordination	\$38,945	\$37,571	(\$1,374)	-3.53%
Task 3	Long Range Planning	\$65,691	\$93,207	\$27,516	41.89%
Task 4	Short Range Planning	\$93,816	\$68,488	(\$25,327)	-27.00%
Task 5	Project Development	\$15,591	\$15,612	\$20	0.13%
Task 6A	Other Planning - VT Culverts	\$3,398	\$3,398	\$0	0.0%

Task	Task Description	Approved Amount	Amended	Difference	% Change
Task 6B	Other Planning - Watershed Planning	\$10,000	\$22,377	\$12,377	123.77%
TOTAL		\$246,429	\$258,806	\$12,471	

Revised budget to reflect task revisions and updated staff billing rates:

Task	Task Description	Approved Amount	Amended	Difference	% Change
Task 1	Administration	\$18,988	\$21,787	\$2,799	14.74%
Task 2	Public Participation & Coordination	\$38,945	\$45,854	\$6,909	17.74%
Task 3	Long Range Planning	\$65,691	\$94,660	\$28,969	44.10%
Task 4	Short Range Planning	\$93,816	\$55,729	(\$38,087)	-40.60%
Task 5	Project Development	\$15,591	\$15,094	(\$497)	-3.19%
Task 6A	Other Planning - VT Culverts	\$3,398	\$3,398	\$0	0.00%
Task 6B	Other Planning - Watershed Planning	\$10,000	\$22,377	\$12,377	123.77%
TOTAL		\$246,429	\$258,899	\$12,470	

Funding Level - \$258,899

The following budget changes from the FFY20 VTrans-approved budget (2019 submission) include:

- Task 1 – Program Administration: Reallocation of hours to staff to reflect position vacancy and addition of funding to update traffic counting software.
- Task 2 – Public Participation and Coordination: Reallocation of hours among staff to reflect actual trends and position vacancy.
- Task 3 – Long Range Planning: Reallocation of hours among staff. Additional hours for the Executive Director's service as Chair of the GMT Board of Commissioners.
- Task 4 – Short Range Planning: Reallocation of hours among staff. Removed Planning Technician hours for bridge and culvert inventories in summer 2020. Added consultant funds for ash tree inventories.
- Task 5 – Project Development Planning: Change reflects position vacancy.
- Task 6A – Other Planning Activities (VT Culverts): Reallocation of hours to staff to reflect position vacancy.
- Task 6B – Other Planning Activities (Watershed Planning): Reallocation of hours to staff to reflect position vacancy. Addition of \$12,377 to the task from FY19 carry over, which is to be used to continue working on existing Transportation Resiliency Planning Tool (TRPT) watershed project.

Executive Committee
CENTRAL VERMONT REGIONAL PLANNING COMMISSION
FFY 2020 Transportation Planning Initiative
 February 2020

Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$21,787
Task 2	Public Participation and Coordination	\$45,854
Task 3	Long Range Transportation Planning	\$94,660
Task 4	Short Range Transportation Planning	\$55,729
Task 5	Project Development Planning	\$15,094
Task 6A	VOBCIT Technical Support	\$3,398
Task 6B	Watershed Planning activities	\$22,377
Total		\$258,899

Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY20	Total Hours	Total Cost
Executive Director	\$59.12	681	\$40,261
Program Manager	\$40.10	532	\$21,333
GIS Senior Planner I	\$42.55	341	\$14,493
GIS Planner I	\$35.06	736	\$25,804
Land Use Senior Planner III	\$37.08	46	\$1,706
Office Manager	\$31.74	69	\$2,190
Emerg Mngmt Asst Plan I	\$28.75	110	\$3,163
Land Use Asst Planner II	\$25.08	156	\$3,919
Planning Technician I	\$14.00	103	\$1,442
Planning Technician II	\$13.99	0	\$0
Total		2,774	\$114,310

Indirect Costs		115.00%	Total Hours	Total Cost
RPC Staff Position	of Hourly Rate			
Executive Director	\$67.99		681	\$46,300
Program Manager	\$46.12		532	\$24,533
GIS Senior Planner I	\$48.93		341	\$16,667
GIS Planner I	\$40.32		736	\$29,675
Land Use Senior Planner III	\$42.64		46	\$1,962
Office Manager	\$36.50		69	\$2,519
Emerg Mngmt Asst Plan I	\$33.06		110	\$3,637
Land Use Asst Planner II	\$28.84		156	\$4,507
Planning Technician I	\$16.10		103	\$1,658
Planning Technician II	\$16.09		0	\$0
Total			2,774	\$131,457

Direct Costs		Total Cost
Contractual		\$3,000
Travel		\$3,550
Supplies		\$2,075
Equipment		\$0
Meetings		\$3,407
Data & References		\$0
Postage		\$800
Copy/Print		\$0
Advertising		\$300
Total		\$13,132

Fund Allocation			
Task	Task Description	CVRPC Share ¹	VTrans Share ²
Task 1	Program Administration	\$2,179	\$19,608
Task 2	Public Participation and Coordination	\$4,585	\$41,269
Task 3	Long Range Transportation Planning	\$9,466	\$85,194
Task 4	Short Range Transportation Planning	\$5,573	\$50,156
Task 5	Project Development Planning	\$1,509	\$13,585
Task 6A	VOBCIT Technical Support	0	\$3,398
Task 6B	Watershed Planning activities	0	\$22,377
Subtotal by Share		\$23,312	\$235,587
Agreement Total			\$258,899

Notes:

¹ CVRPC share comes from annual appropriations from the Vermont Agency of Commerce and Community Development (Municipal & Regional Planning Fund) and CVRPC's member municipalities.

² VTrans share comes from federal transportation funds provided by the U.S. Department of Transportation Federal Highway Administration and state transportation funds appropriated by the Vermont Legislature.

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

		Bonnie	Dan	Pam	Ashley	Clare	Nancy	Grace	Zach	Ashlynn		
Task #	Task Description	Exec Director	Transpo Program Mngr	GIS Sr Planner I	GIS Planner I	Land Use Sr Planner III	Office Manager	Emerg Mngmt Planner II	Land Use Asst Plan II	Planning Tech I	Planning Tech II	Total Hours
1	Administration	30	30	7	35	0	10	0	24	0	0	136
2	Public Participation & Coordination	70	200	15	160	5	20	60	15	0	0	545
3	Long Range Transportation Planning	521	120	20	166	25	0	15	12	6	0	885
4	Short Range Transportation Planning	30	100	100	320	5	10	15	40	95	0	715
5	Project Development Planning	30	60	20	10	10	10	20	15	0	0	175
6A	VOBCIT Technical Support		2	35								37
6B	Watershed Planning activities	0	20	143	45	1	19		50	2		281
	Total	681	532	341	736	46	69	110	156	103	0	2,774

B. Direct Costs (\$)¹

Task #	Task Description	Contractual	Travel	Supplies	Equipment	Meetings	Data/Ref	Postage	Copy/Print	Advertising	Total
1	Administration		\$3,550	\$2,075		\$3,407	\$0	\$800		\$300	\$10,132
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning	\$3,000									\$3,000
5	Project Development Planning										\$0
6A	VOBCIT Technical Support										\$0
6B	Watershed Planning activities		\$0		\$0	\$0					\$0
	Total	\$3,000	\$3,550	\$2,075	\$0	\$3,407	\$0	\$800	\$0	\$300	\$13,132

C. Cost Proposal Summary (\$)

Task #	Task Description	Exec Director	Transpo Program Mngr	GIS Sr Planner I	GIS Planner I	Land Use Sr Planner III	Office Manager	Emerg Mngmt Planner II	Land Use Asst Plan II	Planning Tech I	Planning Tech II	Total Personnel	Indirect	Direct	Total Costs
	Hourly Rate	\$59.12	\$40.10	\$42.55	\$35.06	\$37.08	\$31.74	\$28.75	\$25.08	\$14.00	\$13.99				
1	Administration	\$1,774	\$1,203	\$298	\$1,227	\$0	\$317	\$0	\$602	\$0	\$0	\$5,421	\$6,234	\$10,132	\$21,787
2	Public Participation & Coordination	\$4,138	\$8,020	\$638	\$5,610	\$185	\$635	\$1,725	\$376	\$0	\$0	\$21,328	\$24,527	\$0	\$45,854
3	Long Range Transportation Planning	\$30,802	\$4,812	\$851	\$5,820	\$927	\$0	\$431	\$301	\$84	\$0	\$44,028	\$50,632	\$0	\$94,660
4	Short Range Transportation Planning	\$1,774	\$4,010	\$4,255	\$11,219	\$185	\$317	\$431	\$1,003	\$1,330	\$0	\$24,525	\$28,204	\$3,000	\$55,729
5	Project Development Planning	\$1,774	\$2,406	\$851	\$351	\$371	\$317	\$575	\$376	\$0	\$0	\$7,021	\$8,074	\$0	\$15,094
6A	VOBCIT Technical Support	\$0	\$80	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,581	\$1,818	\$0	\$3,398
6B	Watershed Planning activities	\$0	\$802	\$6,100	\$1,578	\$37	\$603	\$0	\$1,261	\$28	\$0	\$10,408	\$11,969	\$0	\$22,377
	Total	\$40,261	\$21,333	\$14,493	\$25,804	\$1,706	\$2,190	\$3,163	\$3,919	\$1,442	\$0	\$114,310	\$131,457	\$13,132	\$258,899

115.00% Indirect Rate												Total Employee Indirect			
	Indirect per employee	\$46,300	\$24,533	\$16,667	\$29,675	\$1,962	\$2,519	\$3,637	\$4,507	\$1,658		\$0	\$131,457		

Notes¹ Contractual: Audit services, engineering services as needed for problem evaluation, professional editor

Travel: Mileage, transportation, parking, lodging, per diem

Supplies: Office and traffic counting supplies, mapping supplies used for transportation planning

Equipment: Counting and inventory equipment, computers used for transportation planning

Meetings: Meeting room space, other associated costs, conference / workshop fees

Data / Ref: Reference materials

Postage: Large packages, special mailings

Copies / Printing: Reproduction costs, including photocopies (\$0.05 b&w; \$1.0 color) and outside print/copy services

Advertising: Advertising, legal notices



March 2, 2020

Robyn Baylor
SerVermont
Vermont Agency of Human Services
208 State Drive
Waterbury, VT 05671-1000

Dear Ms. Baylor:

The Central Vermont Regional Planning Commission (CVRPC) is interested in expanding its capacity for implementing our Regional Plan. This important effort will ensure that populations typically under-represented in political processes are engaged in shaping and carrying out actions that guide development in the Region, and in activities that affect them and their communities. Our 2019 VISTA member enhanced communications with our partners around energy goals, housing development, and childcare and allowed our organization to collect data on mobile cellular services in the region.

Our Executive Committee is enthusiastic about focusing a VISTA member on furthering this work to shape new programs and building tools and templates that increase our capacity in these areas. It supports placing a VISTA member at CVRPC and paying the cost share. CVRPC will dedicate up to a \$7,000 cash match to support the VISTA member in addition to staff supervision and trainings.

Thank you for consideration of our site application.

Sincerely,

Laura Hill-Eubanks
Chair



February 7, 2019

Robyn Baylor, VISTA Project Supervisor
SerVermont
Agency of Human Services
Office of the Secretary
280 State Drive
Waterbury, VT 05671-1000

Re: Letter of Intent

Dear Robyn,

The Central Vermont Regional Planning Commission intends to apply to host a 2019-2020 SerVermont AmeriCorps VISTA member.

Number: One member

Geographic Region: Washington and Orange Counties, Vermont, including the municipalities of Barre City, Barre Town, Berlin, Cabot, Calais, Duxbury, East Montpelier, Fayston, Marshfield, Middlesex, Montpelier, Moretown, Northfield, Orange, Plainfield, Roxbury, Waitsfield, Warren, Washington, Waterbury, Williamstown, Woodbury, Worcester

Focus Areas: Economic Opportunity and Healthy Futures

Objectives: Housing, employment, obesity and food resources, and access to health care

In 2018, CVRPC adopted its Regional Plan. The AmeriCorps VISTA member would assist us to implement the Plan by working to develop initiatives related to housing, energy, transportation, and workforce development for individuals who are economically disadvantaged. The member also would engage community volunteers in these initiatives.

Sample activities in which the AmeriCorps VISTA member may be engaged on behalf of CVRPC include:

- Work with the THRIVE Transportation Collective Action Network (CAN) and Working Communities Challenge partnership to improve transportation options for economically disadvantaged households.
- Work with CVRPC's municipalities to engage residents and businesses in energy conservation and renewable energy development by supporting municipal energy committees and their work.
- Fostering development of safe and affordable housing by building tools municipalities can use to

strengthen the inclusiveness of housing policies and developing housing-friendly zoning bylaws and by working with groups of municipalities facing to develop solutions to shared affordable housing challenges.

- Foster quality and affordable child care through a regional and local analysis and development of a menu of actions municipalities can take to support child care and child care enterprises.
- Develop a menu of actions municipalities can take to help residents and businesses access educational and vocational training opportunities.

CVRPC hosted AmeriCorps VISTA members in 2015, 2015, 2016, and 2019. We understand and are prepared to comply with the responsibilities of a Host Site.

If you have any questions, I would be happy to answer them. I am available at 80-229-0389 or waninger@cvregion.com.

Sincerely,



Bonnie Waninger
Executive Director

Central Vermont Regional Planning Commission

FY20 Budget

Adopted by the Executive Committee ____/____/20

Laura Hill-Eubanks, Chair

Line		06/30/19	06/03/19	03/02/20	Difference	Percent Change	Notes
		FY19 Actuals	FY20 Budget	FY20 Budget			
1	REVENUES	1,202,533	1,460,254	1,500,199	39,945	2.7%	
2							
3	Community Development	56,958	17,300	56,579	39,279	227.0%	Two new contracts
4	Fee for Service	10,307	5,900	6,400	500	8.5%	Based on actuals
5	Interest	10	10	365	355	3550.0%	
6	Municipal Contracts	40,731	36,201	46,800	10,599	29.3%	Additional Better Roads contracts
7	Natural Resources	343,091	660,676	681,857	21,181	3.2%	Stormwater project design & construction
8	Other Income	7,604	0	475	475	-	
9	Public Safety	65,485	129,281	106,042	(23,239)	-18.0%	EMPG now formula driven funding
10	Regional Planning Funds (ACCD)	288,996	269,638	269,638	0	0.0%	
11	Town Dues	73,488	78,041	78,041	(0)	0.0%	
12	Transportation	315,862	263,208	254,003	(9,205)	-3.5%	Adjusted based on actuals
13							
14		FY19 Actuals	FY20 Budget	FY20 Budget	Difference	Percent Change	Notes
15					0		
16							
17	EXPENSES	1,109,434	1,434,124	1,396,741	(37,383)	-2.6%	
18							
19	Advertising	2,865	2,385	1,642	(743)	-31.1%	Reflects project mix
20	Contractor Services	374,700	611,740	553,769	(57,971)	-9.5%	Based on existing contracts
21	Copy/Print	3,307	4,784	4,984	200	4.2%	
22	Depreciation	2,786	6,000	3,000	(3,000)	-50.0%	Relects equipment retirement schedule
23	Dues/Memberships	9,283	11,104	11,686	582	5.2%	
24	Equipment / Furniture	0	0	0	0	-	
25	Equipment Repair/Srvc	0	400	6,400	6,000	1500.0%	New plotter
26	Fringe Benefits	133,403	143,993	145,006	1,013	0.7%	Reflects new staff, dental insurance increase, & switch to MVP health insurance plan
27	Insurance	1,738	1,550	4,186	2,636	170.1%	Updated policy for Public Officials coverage
28	Interest	10	10	10	0	0.0%	
29	Line of Credit	0	0	0	0	-	
30	Meeting/Programs	10,844	11,442	15,444	4,002	35.0%	Updated for new contracts
31	Office Rent/Util/Repair	43,732	44,663	44,663	0	0.0%	
32	Office Renovations / Relocation	0	5,000	5,000	0	0.0%	For expenses to be paid in FY20
33	Other Expense	1,663	1,845	1,960	115	6.2%	
34	Payroll/Wages	410,313	455,939	456,408	469	0.1%	Reflects current staff
35	Postage	2,398	2,010	2,870	860	42.8%	Special transportation project
36	Professional Services	73,559	88,751	88,813	62	0.1%	
37	Software / Licenses	6,518	7,205	11,055	3,850	53.4%	New Quickbooks program
38	Subscriptions / Publications	477	644	644	(1)	-0.1%	
39	Supplies - Office	11,235	12,150	12,148	(2)	0.0%	
40	Supplies - Billable	1,943	1,908	4,049	2,141	112.2%	Reflects project mix
41	Telephone / Internet	5,927	6,445	6,826	381	5.9%	Added conference room spider phone
42	Travel	12,734	14,156	16,177	2,021	14.3%	Reflects project mix
43							
44	BAL END	93,099	26,130	103,458	10,359		
45							
46	RESERVES	10,000	25,000	70,000	60,000	0.0%	
47	General	10,000	20,000	55,000		0.0%	
48	Equipment	0	0	0		0.0%	
49	Office Renovation	0	5,000	15,000		0.0%	For FY21 relocation/renovations

Central Vermont Regional Planning Commission

FY20 Budget

As of 03/02/2020

Total Revenues			\$1,500,199
Line			
1	Community Development		\$56,579
2	EPA Brownfields	\$0	Did not receive award
3	Owner/Developer Brownfields	\$0	Cost share contribution
4	NRPC Local Energy Planning Yr 3	\$21,079	Middlesex, Moretown, Plainfield, Waitsfield, Washington
5	BCRC Energy Implementation	\$19,500	VEIC funding for energy plan implementation
6	ACCD Zoning for Great Neighborhoods	\$1,000	Project participation stipend
7	Working Communities	\$15,000	Barre Region workforce development initiative
8			
9	Fee for Service		\$6,400
10	Wrightville Beach Recreation District Bookkeeping	\$4,000	End date 12/31/21
11	Cross Vermont Trail Association Admin Services	\$1,200	End date 09/30/20
12	GIS Mapping	\$1,200	
13			
14	Interest		\$365
15			
16	Municipal Contracts		\$46,800
17	FY18 Better Roads Northfield	\$968	Road erosion inventory & capital plan
18	FY18 Better Roads Orange	\$1,301	Road erosion inventory & capital plan
19	FY18 Better Roads Williamstown	\$6,399	Road erosion inventory & capital plan
20	FY18 Better Roads Worcester	\$0	Road erosion inventory & capital plan
21	FY20 Better Roads Berlin	\$5,211	Road erosion inventory
22	FY20 Better Roads Marshfield	\$2,400	Road erosion inventory
23	FY20 Better Roads Waterbury	\$7,130	Road erosion inventory
24	Williamstown LHMP	\$0	Local Hazard Mitigation Plan
25	Moretown LHMP	\$1,344	Local Hazard Mitigation Plan
26	Cabot Trails FY19 MPG	\$17,599	Trail master plan
27	Waitsfield Interim Zoning Administrator	\$4,448	Provide Interim ZA services until position is filled
28			
29	Natural Resources		\$681,857
30	FY20 604b Water Quality Planning	\$2,000	
31	FY19 604b Water Quality Planning	\$1,070	Outreach for surface water reclassification
32	FY20 Clean Water Act	\$22,851	Municipal outreach, Basin Plan assistance
33	FY19 Clean Water Act	\$4,583	Municipal outreach, Basin Plan assistance
34	Clean Water Block Grant - Pouliot	\$133,235	126,422 city pass through; design & construction assistance
35	DEC Northfield Water Str. SW Construction	\$400,538	515,000 contractor pass through
36	FPR Forest Integrity	\$13,184	Municipal tools and education
37	WCA 3-Acre SW Partnership	\$2,565	3-acre stormwater site selection & stakeholder outreach
38	DEC Plainfield Health Center SW Design	\$17,282	16,235 contractor pass through
39	NEIWPC Berlin SW Final Design	\$46,497	35,000 contractor pass through
40	DEC Woodbury Elem/Fire SW Final Design	\$10,248	5,450 contractor pass through
41	DEC Moretown School SW Final Design	\$11,782	8,125 contractor pass through
42	DIBG Calais & Woodbury SW Final Design	\$16,022	14,660 contractor pass through
43			

Central Vermont Regional Planning Commission

FY20 Budget

As of 03/02/2020

Total Revenues			\$1,500,199
Line			
44	Other Income		\$475
45	Miscellaneous	\$475	VAPDA Jan meeting reimbursement
46			
47	Public Safety		\$106,042
48	VEM Emergency Mangmt Performance Grant (EMPG) FFY 18	\$24,554	Preparedness, assistance, and education
49	EMPG FFY19	\$38,840	Preparedness, assistance, and education
50	Local Emergency Planning Committee 5 FY19	\$6,512	Bookkeeping, administrative services & Tier II support
51	Local Emergency Planning Committee 5 FY20	\$15,897	Bookkeeping, administrative services & Tier II support
52	Montpelier & Calais LHMPs	\$16,070	Local Hazard Mitigation Plans
53	VEM State Emergency Operation Center MOA	\$4,169	Disaster event support
54			
55	Regional Planning Funds (ACCD)		\$269,638
56	FY19 Carry Forward	\$0	None
57	FY20 Allocation	\$269,638	Local and regional planning & implementation
58			
59	Town Dues		\$78,041
60			
61	Transportation		\$254,003
62	VTrans Transportation Planning Initiative (TPI) FFY20	\$163,751	Includes Stevens Branch tranpo resiliency study
63	TPI FFY19	\$50,984	Includes Stevens Branch tranpo resiliency study
64	DEC Class IV Road Demonstration	\$13,000	11,000 town pass through for construction
65	Municipal Grants In Aid FY19	\$6,268	Support municipal roads Best Management Practices (BMP) implementation
66	Municipal Grants In Aid FY20	\$20,000	Support municipal roads BMP implementation
67			

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

Central Vermont Regional Planning Commission

FY20 Budget

As of 03/02/2020

Total Expenses		\$1,396,741
Line		
1	Advertising	\$1,642
2	Administrative	0
3	ACCD	240 Regional Plan & 9 Municipal Plan approval hearings
4	Community Development	100
5	Municipal	0
6	Natural Resources	0
7	Public Safety	1,092
8	Transportation	210
9		
10	Contractor Services	\$553,769
11	Administrative	0
12	ACCD	5,000 VISTA member
13	Brownfields	0 Site assessments and corrective action planning
14	Working Communities	3,500 Inclusive planning
15	Clean Water Block Grant - Pouliot	129,824 Pass through to XXX for project construction
16	DEC Northfield Water Str. SW Construction	321,475 Stormwater structure installation
17	DEC Plainfield Health Center SW Design	16,235
18	NEIWPCC Berlin SW Final Design	35,000
19	DEC Woodbury Elem/Fire SW Final Design	5,450
20	DEC Moretown School SW Final Design	8,125
21	DIBG Calais & Woodbury SW Final Design	14,660
22	FFY20 Transportation Planning Initiative (TPI)	2,000 EAB inventory
23	FFY19 Transportation Planning Initiative (TPI)	0
24	DEC Calais Class IV Roads	12,500 Pass through to Towns for project construction
25		
26	Copy / Print	\$4,984
27	Lease	2,884 B&W copy charges apply beginning 07/27/19
28	Color Copies	2,100 Estimate based on FY19 plus 300 Regional Plan
29		
30		
31	Depreciation	\$3,000
32		
33	Dues / Memberships / Sponsorships	\$11,686
34	VAPDA	5,500 Annual Dues
35	VT League of Cities & Towns	911 Access to unemployment insurance & other services
36	VLCT Employment Resources and Benefits	275 Unemployment insurance trust fee
37	Nat'l Assoc. of Development Organizations	2,500 Dues increase for CY2020
38	Assoc. of State Floodplain Managers	390 Certified Floodplain Managers
39	VT Planners Association	360 6 staff
40	Event Sponsorships	1,750 Welcome Legislator Reception 250; VT Downtown/Hist Pres Conf 1000; Envirothon 250; VPA 250
41		

Central Vermont Regional Planning Commission

FY20 Budget

As of 03/02/2020

Total Expenses		\$1,396,741
Line		
42	Equipment / Furniture (>\$5,000)	\$0
43	Capital: Non-Billable	0
44	Capital: Billable	0
45	Office Furniture	0
46	Office Equipment	0
47		
48	Equipment Repair & Service	\$6,400
49	Telephone System	100
50	Repair & Service	300 Traffic counter repair
51	Plotter	6,000
52		
53	Fringe Benefits	\$145,006
54	FICA	33,822 Medicaid & Social Security taxes
55	Health Ins.	76,998
56	Dental Ins.	7,145
57	Vision Ins.	0 Not provided
58	Retirement	18,398 5% of gross wages after 1 year employment
59	Disability Ins.	2,803
60	Life Ins.	1,296
61	Unemployment Ins.	1,400 VLCT Employment Resource & Benefits Trust
62	Workers Comp Ins.	3,144 Revised based on Compliance Audit; reclassification of field staff into surveyor class code (2734 increase)
63		
64	Insurance	\$4,186
65	General Liability (Property/Vehicle/Fire)	1,738
66	Public Officials	2,448 Includes Employment Practices insurance
67		
68	Interest	\$10
69		
70	Line of Credit	\$0
71	Debt Repayment	0 Debt not anticipated
72	Interest	0
73		
74	Meeting / Programs	\$15,444
75	Administrative	4,500 1350 Commission mtgs; 650 team building; 2000 prof dev
76	ACCD	6,500 480 workshops/forums; 825 Commission mtgs; 2500 prof dev; 1800 meetings
77	Brownfields	0
78	Energy	520
79	Municipal	0
80	Natural Resources	77
81	Public Safety	500
82	Transportation	2,872 TAC & project mtgs
83	VAPDA	475 Jan meeting reimbursement
84		

Central Vermont Regional Planning Commission

FY20 Budget

As of 03/02/2020

Total Expenses		\$1,396,741
Line		
85	Office Rent / Utilities / Repairs	\$44,663
86	Rent 42,383	Lease through 09/30/2020; Notice by 09/29/2019
87	Office Cleaning 2,080	80 bi-weekly
88	Repairs & Other Maintenance 200	
89		
90	Office Renovations / Relocation	\$5,000
91		
92	Other Expense	\$1,960
93	Miscellaneous 140	Gifts, non-billable fees, etc.
94	Fees 1,320	420 Payroll direct deposit; 500 Line of Credit; 100 misc; 150 DCRA; 150 bank fees
95	Bad Debt 500	
96		
97	Payroll/Wages	\$456,408
98	Gross Pay 442,120	7.5 FTE plus Planning Techs; includes raises, bonuses, & payment in lieu of health insurance benefit
99	Compensatory Time 14,064	Year end estimate
100	Overtime 223	Non-exempt employee
101		
102	Postage	\$2,870
103	Postage Machine 210	
104	Machine Postage 1,500	Includes add postage fees
105	Billable Postage 1,160	Regional Plan & transportation survey
106		
107	Professional Services	\$88,813
108	Audit 7,500	Single Audit not required
109	Accounting 63,648	Estimated 18 hours per week based on current trends
110	Employee Assistance Program 0	
111	IT/Computer 4,700	425 quarterly maintenance; it support as needed
112	Legal 5,000	Personnel policy and bylaw update reviews
113	Website Update 5,000	Update and modernize the website; new service provider
114	Videography 2,285	175/mo for Commission meetings plus two workshop tapings
115	Other 680	Scanning service ~35/mo; Shredding services 260
116		

Central Vermont Regional Planning Commission

FY20 Budget

As of 03/02/2020

Total Expenses			\$1,396,741
Line			
117	Software / Licences / IT Subscriptions		\$11,055
118	ESRI GIS License	3,300	1500 concurrent; 500 Spatial Analyst; 1300 basic
119	Intuit Quickbooks Pro	4,020	Update QB program; maintain two QB licenses; 1-yr QB payroll module
120	Microsoft Exchange 365	562	Remote access to email
121	FortiClient	390	Remote access to server
122	DreamHost	0	Website virus troubleshooting
123	Register.com	500	Domain name (cvregion.org & cvregion.com)
124	Community Remarks	0	Community outreach map for Regional Plan
125	Network Solutions	75	CVRPC website
126	Tablet Data Plan	600	Field services GPS data accuracy
127	Symatec	56	Antivirus license for 14 computers
128	Ormsby's Computer Systems	1,052	Server Backup License 153; Cloud Storage License 899
129	Register.com	470	Domaine Gateway
130	Office Suite License Fee	30	LEPC laptop
131			
132	Subscriptions		\$644
133	Times Argus	190	e-subscription
134	Valley Reporter	22	e-subscription
135	Constant Contact	240	e-listserve for newsletter & weekly updates
136	Front Porch Forum	0	Allows postings to 23 forums in the region
137	Survey Monkey	192	Shared with BCRC
138			
139	Supplies - Office		\$12,148
140	General Office	4,500	
141	Equipment	5,048	2348 AP desktop (GIS capable);700 per desktop (OM & Trans); 400 projector; 500 tablet; 400 IT equipment
142	GIS	1,600	
143	Office Furniture	1,000	
144			
145	Supplies - Billable		\$4,049
146	ACCD	150	
147	Municipal	0	
148	Community Development	200	
149	Public Safety	2,039	
150	Natural Resources	0	
151	Transportation	1,660	Field supplies & traffic counting software
152			
153	Telephone / Internet		\$6,826
154	Telephone Lease/Service	5,160	Added new line & conference phone
155	Internet Service	1,666	
156			

Central Vermont Regional Planning Commission

FY20 Budget

As of 03/02/2020

Total Expenses	\$1,396,741
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Line

157	Travel		\$16,177
158	Administrative	5,000	VAPDA, prof dev & other mtgs
159	ACCD	4,000	Local, regional, and state meetings
160	Community Development	265	Local energy planning
161	Municipal	1,656	Meetings & field work
162	Natural Resources	533	Meetings
163	Public Safety	603	Site visits, meetings, CFM continuing ed requirement
164	Transportation	4,121	TPI 3900
165			

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Reserve Fund

As of 02/24/2020

Reasons for Reserve Fund:

- to ensure the Commission can continue to provide a useful level of services in times of tight budget years;
- to provide for emergency funds, should they be needed; and
- to ensure sufficient funding to close down, should that ever be the case.

Recommendation: **6 months minimum operating expenses**
\$386,083

Current Reserves: **\$111,506** (Interim goal: \$200,000 by 2025 or ~3 months operating expenses)
 \$84,273 Unrestricted/Unassigned - general reserves
 \$0 Unrestricted/Committed - emergency equipment purchases & other capital expenses
 \$0 Unrestricted/Committed - accrued compensated absences (Paid Time Off liability)
 \$27,233 Designated - FY19 indirect overrecovery

Balance (+/-): **(\$274,577)**

No. Months Reserves: **1.73** Final Goal: 6 months

Minimum Monthly Expenses:

Total **\$64,347**

Equipment	\$0
Fringe Benefits	\$11,364
Insurance	\$349
Office Rent/Utilities	\$3,722
Other Expense	\$163
Payroll	\$36,843
Postage	\$239
Printing/Copies	\$415
Prof Services	\$7,401
Software (licenses)	\$921
Supplies Office	\$1,012
Telephone/Internet	\$569
Travel	\$1,348

Recommendations

1. Contribute \$25,600 per year to reach goal of \$200,000 by 2025 (~3.2 months operating reserves)
2. For this year, contribute at least an additional \$70,000.
3. Recommended set aside should be reviewed annually and adjusted as needed.



MEMO

Date: March 2, 2020
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: First Draft FY21 Budget

No action is required.

This first draft of the FY21 budget is for discussion purposes. The final budget will be presented for adoption in June.

SUMMARY

The first draft budget does not balance, which is usual. This draft provides information about how “tight” FY21 is expected to be. It represents;

- anticipated revenues and expenses for existing grants based on current project progress and schedules.
- conservatively estimated revenues and expenses for annual grants for which future applications will be made.
- confirmed administrative costs (ex. copier lease)
- optimal expenses for items that can be adjusted, such as professional development, event sponsorships, personnel compensation, office furniture, and electronics replacement.

Revenues are projected to be considerable lower in FY21 than in FY20. The number of projects has been substantially reduced as statewide RPC contracts, like energy planning, close out. FY20 revenues also were artificially high due to a \$400,000 stormwater construction project.

Expenses also are projected to be considerable lower in FY21 than in FY20, although not at the same proportion. Closeout of the Northfield stormwater construction project was a substantial decrease. Increases were driven by conservative budgeting when projecting health insurance, rent, and accounting services increases. Payroll was level funded, and includes the currently vacant transportation planner position as a senior planner with full family benefits. Leaving this position vacant would reduce the expenses by ~\$90,000.



Central Vermont Regional Planning Commission

Currently, CVRPC has one grant application outstanding: brownfields. If awarded, it would close the funding gap by ~\$10,000. CVRPC also anticipates working on at least one additional Design/Implementation Block Grant and partnering with several municipalities on grant applications for multiple Better Roads projects at this time.

The second draft of the FY21 budget will focus on reducing adjustable expenses. It also may include Legislative outcomes. The second draft will be available for the May meeting.

Central Vermont Regional Planning Commission

FY21 Budget

Adopted by the Executive Committee ____/____/20

Laura Hill-Eubanks, Chair

Line		06/30/19	Proposed 03/02/20	1st Draft 03/02/20	Difference	Percent Change	Notes
		FY19 Actuals	FY20 Budget	FY21 Budget			
1	REVENUES	1,202,533	1,500,199	836,621	(663,578)	-44.2%	
2							
3	Community Development	56,958	56,579	9,750	(46,829)	-82.8%	
4	Fee for Service	10,307	6,400	5,900	(500)	-7.8%	
5	Interest	10	365	365	0	0.0%	
6	Municipal Contracts	40,731	46,800	44,621	(2,179)	-4.7%	
7	Natural Resources	343,091	681,857	155,985	(525,872)	-77.1%	
8	Other Income	7,604	475	475	0	-	
9	Public Safety	65,485	106,042	76,728	(29,314)	-27.6%	
10	Regional Planning Funds (ACCD)	288,996	269,638	256,156	(13,482)	-5.0%	
11	Town Dues	73,488	78,041	79,875	1,834	2.4%	
12	Transportation	315,862	254,003	206,765	(47,238)	-18.6%	
13							
14		FY19	FY20	FY21	Difference	Percent	Notes
15		Actuals	Budget	Budget	0	Change	
16							
17	EXPENSES	1,109,434	1,410,896	968,377	(442,519)	-31.4%	
18							
19	Advertising	2,865	1,642	846	(796)	-48.5%	
20	Contractor Services	374,700	553,769	82,931	(470,838)	-85.0%	
21	Copy/Print	3,307	4,984	4,984	0	0.0%	
22	Depreciation	2,786	3,000	3,000	0	0.0%	
23	Dues/Memberships	9,283	11,686	11,686	0	0.0%	
24	Equipment / Furniture	0	0	0	0	-	
25	Equipment Repair/Srv	0	6,400	400	(6,000)	-93.8%	
26	Fringe Benefits	133,403	145,006	177,948	32,942	22.7%	
27	Insurance	1,738	4,186	4,186	0	0.0%	
28	Interest	10	10	10	0	0.0%	
29	Line of Credit	0	15,444	0	(15,444)	-	
30	Meeting/Programs	10,844	44,663	14,727	(29,936)	-67.0%	
31	Office Rent/Util/Repair	43,732	5,000	51,021	46,021	920.4%	
32	Office Renovations / Relocation	0	1,960	5,000	3,040	155.1%	
33	Other Expense	1,663	456,408	1,310	(455,098)	-99.7%	
34	Payroll/Wages	410,313	2,870	456,961	454,091	15822.0%	
35	Postage	2,398	88,813	2,050	(86,763)	-97.7%	
36	Professional Services	73,559	11,055	106,565	95,510	864.0%	
37	Software / Licenses	6,518	644	11,025	10,381	1612.0%	
38	Subscriptions / Publications	477	12,148	644	(11,505)	-94.7%	
39	Supplies - Office	11,235	4,049	9,300	5,251	129.7%	
40	Supplies - Billable	1,943	6,826	680	(6,146)	-90.0%	
41	Telephone / Internet	5,927	16,177	6,826	(9,351)	-57.8%	
42	Travel	12,734	14,156	16,278	2,122	15.0%	
43							
44	BAL END	93,099	89,303	(131,757)	(224,856)		
45							
46	RESERVES	10,000	70,000	0	(10,000)	0.0%	
47	General	10,000	55,000	0		0.0%	
48	Equipment	0	0	0		0.0%	
49	Office Renovation	0	15,000	0		0.0%	For FY21 relocation/renovations

Central Vermont Regional Planning Commission

FY21 Budget

As of 03/02/2020

Total Revenues		\$836,621
Line		
1	Community Development	\$9,750
2	EPA Brownfields	\$0 Application pending
3	Owner/Developer Brownfields	\$0 Cost share contribution
4	BCRC Energy Implementation	\$9,750 VEIC funding for energy plan implementation
5	Working Communities	\$0 Barre Region workforce development initiative
6		
7	Fee for Service	\$5,900
8	Wrightville Beach Recreation District Bookkeeping	\$4,000 End date 12/31/21
9	Cross Vermont Trail Association Admin Services	\$1,200 End date 09/30/20
10	GIS Mapping	\$700
11		
12	Interest	\$365
13		
14	Municipal Contracts	\$44,621
15	FY20 Better Roads Berlin	\$579 Road erosion inventory
16	FY20 Better Roads Cabot	\$7,922 Road erosion inventory
17	FY20 Better Roads Duxbury	\$7,922 Road erosion inventory
18	FY20 Better Roads Marshfield	\$267 Road erosion inventory
19	FY20 Better Roads Moretown	\$8,000 Road erosion inventory
20	FY20 Better Roads Plainfield	\$5,594 Road erosion inventory
21	Waitsfield Road Erosion Inventory	\$5,546 Road erosion inventory
22	FY20 Better Roads Washington	\$8,000 Road erosion inventory
23	FY20 Better Roads Waterbury	\$792 Road erosion inventory
24		
25	Natural Resources	\$155,985
26	FY20 604b Water Quality Planning	\$1,212
27	FY21 604b Water Quality Planning	\$2,424 Outreach for surface water reclassification
28	FY20 Clean Water Act	\$4,033 Municipal outreach, Basin Plan assistance
29	F21 Clean Water Act	\$20,163 Municipal outreach, Basin Plan assistance
30	FPR Forest Integrity	\$35,000 Municipal tools and education
31	WCA 3-Acre SW Partnership	\$0 3-acre stormwater site selection & stakeholder outreach
32	DEC Plainfield Health Center SW Design	\$1,920 16,235 contractor pass through
33	NEIWPCC Berlin SW Final Design	\$2,447 35,000 contractor pass through
34	DEC Woodbury Elem/Fire SW Final Design	\$23,911 5,450 contractor pass through
35	DEC Moretown School SW Final Design	\$27,490 8,125 contractor pass through
36	DIBG Calais & Woodbury SW Final Design	\$37,384 14,660 contractor pass through
37		

Central Vermont Regional Planning Commission

FY21 Budget

As of 03/02/2020

Total Revenues			\$836,621
Line			
38	Other Income		\$475
39	Miscellaneous	\$475	VAPDA Jan meeting reimbursement
40			
41	Public Safety		\$76,728
42	VEM Emergency Mangmt Performance Grant (EMPG) FFY 20	\$41,614	Preparedness, assistance, and education
43	EMPG FFY19	\$16,646	Preparedness, assistance, and education
44	Local Emergency Planning Committee 5 FY21	\$13,000	Bookkeeping, administrative services & Tier II support
45	Local Emergency Planning Committee 5 Old Funds	\$1,433	TBD
46	Montpelier & Calais LHMPs	\$2,836	Local Hazard Mitigation Plans
47	VEM State Emergency Operation Center MOA	\$1,200	Disaster event support
48			
49	Regional Planning Funds (ACCD)		\$256,156
50	FY19 Carry Forward	\$0	None
51	FY20 Allocation	\$256,156	Local and regional planning & implementation
52			
53	Town Dues		\$79,875
54			
55	Transportation		\$206,765
56	VTrans Transportation Planning Initiative (TPI) FFY20	\$62,943	Includes Stevens Branch tranpo resiliency study
57	TPI FFY21	\$125,094	Includes Stevens Branch tranpo resiliency study
58	Municipal Grants In Aid FY21	\$18,728	Support municipal roads BMP implementation
59			

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

Central Vermont Regional Planning Commission

FY21 Budget

As of 03/02/2020

Total Expenses		\$968,377
Line		
1	Advertising	\$846
2	Administrative	0
3	ACCD	756 Regional Plan & 7 Municipal Plan approval hearings
4	Community Development	0
5	Municipal	0
6	Natural Resources	0
7	Public Safety	90
8	Transportation	0
9		
10	Contractor Services	\$82,931
11	Administrative	0
12	ACCD	7,000 VISTA member
13	Brownfields	0 Site assessments and corrective action planning
14	Working Communities	0 Inclusive planning
15	DEC Plainfield Health Center SW Design	0
16	NEIWPCC Berlin SW Final Design	0
17	DEC Woodbury Elem/Fire SW Final Design	16,350
18	DEC Moretown School SW Final Design	24,375
19	DIBG Calais & Woodbury SW Final Design	34,206
20	FFY20 Transportation Planning Initiative (TPI)	1,000 EAB inventory
21	FFY19 Transportation Planning Initiative (TPI)	0
22		
23	Copy / Print	\$4,984
24	Lease	2,884
25	Color Copies	2,100 Estimate based on FY19 plus 300 Regional Plan
26		
27		
28	Depreciation	\$3,000
29		
30	Dues / Memberships / Sponsorships	\$11,686
31	VAPDA	5,500 Annual Dues
32	VT League of Cities & Towns	911 Access to unemployment insurance & other services
33	VLCT Employment Resources and Benefits	275 Unemployment insurance trust fee
34	Nat'l Assoc. of Development Organizations	2,500 Dues increase for CY2020
35	Assoc. of State Floodplain Managers	390 Certified Floodplain Managers
36	VT Planners Association	360 6 staff
37	Event Sponsorships	1,750 Welcome Legislator Reception 250; VT Downtown/Hist Pres Conf 1000; Envirothon 250; VPA 250
38		

Central Vermont Regional Planning Commission

FY21 Budget

As of 03/02/2020

Total Expenses		\$968,377
Line		
39	Equipment / Furniture (>\$5,000)	\$0
40	Capital: Non-Billable	0
41	Capital: Billable	0
42	Office Furniture	0
43	Office Equipment	0
44		
45	Equipment Repair & Service	\$400
46	Telephone System	100
47	Repair & Service	300 Traffic counter repair
48		
49	Fringe Benefits	\$177,948
50	FICA	33,840 Medicaid & Social Security taxes
51	Health Ins.	107,287
52	Dental Ins.	7,597
53	Vision Ins.	0 Not provided
54	Retirement	20,580 5% of gross wages after 1 year employment
55	Disability Ins.	2,803
56	Life Ins.	1,296
57	Unemployment Ins.	1,400 VLCT Employment Resource & Benefits Trust
58	Workers Comp Ins.	3,144 Revised based on Compliance Audit; reclassification of field staff into surveyor class code (2734 increase)
59		
60	Insurance	\$4,186
61	General Liability (Property/Vehicle/Fire)	1,738
62	Public Officials	2,448 Includes Employment Practices insurance
63		
64	Interest	\$10
65		
66	Line of Credit	\$0
67	Debt Repayment	0 Debt not anticipated
68	Interest	0
69		
70	Meeting / Programs	\$14,727
71	Administrative	4,500 1350 Commission mtgs; 650 team building; 2000 prof dev
72	ACCD	5,000 480 workshops/forums; 825 Commission mtgs; 2500 prof dev; 1800 meetings
73	Brownfields	0
74	Energy	260
75	Municipal	0
76	Natural Resources	140
77	Public Safety	950
78	Transportation	3,402 TAC & project mtgs
79	VAPDA	475 Jan meeting reimbursement
80		

Central Vermont Regional Planning Commission

FY21 Budget

As of 03/02/2020

Total Expenses		\$968,377
Line		
81	Office Rent / Utilities / Repairs	\$51,021
82	Rent	48,741
		Lease through 09/30/2020; estimated 15% increase due to investment in office improvements
83	Office Cleaning	2,080
		80 bi-weekly
84	Repairs & Other Maintenance	200
85		
86	Office Renovations / Relocation	\$5,000
87		
88	Other Expense	\$1,310
89	Miscellaneous	140
		Gifts, non-billable fees, etc.
90	Fees	1,170
		420 Payroll direct deposit; 500 Line of Credit; 100 misc; 150 DCRA
91	Bad Debt	0
92		
93	Payroll/Wages	\$456,961
94	Gross Pay	442,356
		7.5 FTE plus Planning Techs; includes raises, bonuses, & payment in lieu of health insurance benefit
95	Compensatory Time	14,374
		Year end estimate
96	Overtime	231
		Non-exempt employee
97		
98	Postage	\$2,050
99	Postage Machine	210
100	Machine Postage	1,500
		Includes add postage fees
101	Billable Postage	340
		Regional Plan
102		
103	Professional Services	\$106,565
104	Audit	7,500
		Single Audit not required
105	Accounting	88,400
		Estimated 25 hours per week
106	Employee Assistance Program	0
107	IT/Computer	4,700
		425 quarterly maintenance; it support as needed
108	Legal	3,000
		Personnel policy update
109	Website Update	0
		Update and modernize the website; new service provider
110	Videography	2,285
		175/mo for Commission meetings plus two workshop tapings
111	Other	680
		Scanning service ~35/mo; Shredding services 260
112		

Central Vermont Regional Planning Commission

FY21 Budget

As of 03/02/2020

Total Expenses			\$968,377
Line			
113	Software / Licences / IT Subscriptions		\$11,025
114	ESRI GIS License	3,300	1500 concurrent; 500 Spatial Analyst; 1300 basic
115	Intuit Quickbooks Pro	4,020	Update QB program; maintain two QB licenses; 1-yr QB payroll module
116	Microsoft Exchange 365	562	Remote access to email
117	FortiClient	390	Remote access to server
118	Register.com	500	Domain name (cvregion.org & cvregion.com)
119	Network Solutions	75	CVRPC website
120	Tablet Data Plan	600	Field services GPS data accuracy
121	Symatec	56	Antivirus license for 14 computers
122	Ormsby's Computer Systems	1,052	Server Backup License 153; Cloud Storage License 899
123	Register.com	470	Domain Gateway
124			
125	Subscriptions		\$644
126	Times Argus	190	e-subscription
127	Valley Reporter	22	e-subscription
128	Constant Contact	240	e-listserve for newsletter & weekly updates
129	Front Porch Forum	0	Allows postings to 23 forums in the region
130	Survey Monkey	192	Shared with BCRC
131			
132	Supplies - Office		\$9,300
133	General Office	4,500	
134	Equipment	2,200	900 ea mini desktop (ED, Intern); 400 IT equipment
135	GIS	1,600	
136	Office Furniture	1,000	
137			
138	Supplies - Billable		\$680
139	ACCD	150	
140	Municipal	0	
141	Community Development	0	
142	Public Safety	30	
143	Natural Resources	0	
144	Transportation	500	Field supplies & traffic counting software
145			
146	Telephone / Internet		\$6,826
147	Telephone Lease/Service	5,160	Added new line & conference phone
148	Internet Service	1,666	
149			

Central Vermont Regional Planning Commission

FY21 Budget

As of 03/02/2020

Total Expenses			\$968,377
Line			
150	Travel		\$16,278
151	Administrative	5,000	VAPDA, prof dev & other mtgs
152	ACCD	4,000	Local, regional, and state meetings
153	Community Development	60	Local energy planning
154	Municipal	1,545	Meetings & field work
155	Natural Resources	826	Meetings
156	Public Safety	597	Site visits, meetings, CFM continuing ed requirement
157	Transportation	4,250	TPI 3900
158			

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT MINUTES
February 3, 2020

Present:

☐ Julie Potter
☒ Dara Torre
☐ Gerry D'Amico

☒ Laura Hill-Eubanks
☒ Steve Lotspeich

☒ Michael Gray
☒ Janet Shatney

Staff: Bonnie Waninger, Nancy Chartrand

Call to Order

Chair Hill-Eubanks called the meeting to order at 4:06 pm. Quorum was present to conduct business.

Adjustments to the Agenda

Personnel Policy Workgroup appointments were added before the Fiscal Agent Request. A revised annual evaluation schedule for the Executive Director was added to Updates.

Public Comment

None.

Financial Report

Waninger provided a draft report as a handout. She noted finalization is necessary. Currently, CVRPC has a high receivables balance, and cash is low as a result. Cash is sufficient for payables. Balances for compensatory and vacation time need to be trued up to actuals. It is likely CVRPC will request a reduction in indirect rate in the near future to compensate for over recovery. Discussion ensued regarding the status of the A/R aging and how to best address.

Contract/Agreement Authorization

Vermont Department of Environmental Conservation – Moretown Elementary School Stormwater Final Design

J. Shatney moved to authorize the Executive Director to sign the agreement; S. Lotspeich seconded. Motion carried.

Vermont Department of Environmental Conservation – Woodbury Elementary School & Fire Department Stormwater Final Design

M. Gray recused himself. D. Torre moved to authorize the Executive Director to sign the Woodbury agreement; J. Shatney seconded. Motion carried.

Southern Windsor County Regional Planning Commission – 2019 Design/Implementation Block Grant, Woodbury/Calais Final Designs

1 *M. Gray recused himself. S. Lotspeich moved to authorize the Executive Director to sign the agreement*
2 *for 2019 Design/Implementation Block Grant, Woodbury/Calais Final Designs; J. Shatney seconded.*
3 *Motion carried.*

5 **FFY20 Transportation Planning Initiative Budget Adjustment**

6 Waninger advised that the adjustment has been reviewed and approved by the Transportation Advisory
7 Committee (TAC), which had requested some additional details on the changes. They will be provided
8 for the next TAC meeting. Waninger explained how Long Range Planning changes related to the GMT
9 Chair role.

10
11 *J. Shatney moved to approve the CVRPC FFY20 Transportation Planning Budget Initiative adjustment 1;*
12 *M. Gray seconded. Motion carried.*

14 **Personnel Policy Workgroup**

15 Hill-Eubanks advised that J. Potter, M. Gray, and S. Lotspeich have volunteered to serve on the group.

16
17 *D. Torre moved to appoint Potter, Gray and Lotspeich to the Personnel Policy Workgroup; J. Shatney*
18 *seconded. Motion carried.*

20 **Fiscal Agent/Sponsor Request**

21 Waninger described The Hitching Post and Phoenix Mitchell's request for CVRPC to consider being its
22 fiscal agent/sponsor. CVRPC currently is assisting him to locate grant funds and to create a User's Guide
23 for the service. Mitchell is working to become a 501(c)(3) and is seeking a temporary fiscal sponsor.
24 Waninger inquired if this type of assistance would match with CVRPC's mission and whether or not
25 CVRPC should pursue legal guidance on how to provide the fiscal sponsor service. Discussion ensued
26 regarding the potential risks, whether the organization wants to manage these projects, how the system
27 works, potential needs. A straw poll was requested regarding consensus to move forward with seeking
28 legal guidance regarding the risk management of being involved. There was question if this ties into role
29 at GMT. Waninger advised it does not. Further discussion ensued regarding what would potentially be
30 involved after seeking legal guidance. Preparatory work would be under our administrative costs. There
31 was consensus to move forward with attorney discussion.

33 **Updates**

- 34 a) Office: Chartrand provided an overview of the status of the three properties that are currently
35 being considered. CVRPC's existing lease expires in September 2020. Two proposals are pending.
36
37 b) Position Vacancy: Waninger advised CVRPC will wait to advertise its transportation position until
38 the FY21 budget is drafted. This will help ensure appropriate funding is in place. She also informed
39 the Committee that VISTA member Nick Kramer has obtained employment and will be leaving his
40 VISTA service in February.
41
42 c) EMPG Financial Monitoring Report: CVRPC was the recipient of a program audit from the
43 Department of Public Safety for the 2018 Emergency Management Performance Grant. The auditor

seemed impressed with the systems in place. There was a finding due to delayed billing, which needs to be responded to and addressed.

d) Accounting Services: Waninger advised CVRPC had received a resignation letter from its contracted accountant. The resignation is effective June 30, 2020. Questions ensued regarding time needed for cross-training and ability to dedicate that time and potential for overlap. Documentation of the accounting process and state and federal regulations related to our agreements is necessary before departure. It was confirmed a Request for Proposals would be issued shortly. The Committee discussed whether a part-time employee should be considered.

e) Executive Director Evaluation: Hill-Eubanks advised the Executive Director evaluation schedule has been amended to tighten the time frame to conclude in April and allow the Committee to meet without a special meeting needing to be called. Chartrand will email the revised schedule out to members.

Consent Items

J. Shatney moved to approve consent items; S. Lotspeich seconded. Motion carried.

Commission Meeting Agenda

M. Gray moved to approve the Commission agenda for February 11, 2020; S. Lotspeich seconded. Motion carried.

March Meeting

Waninger advised that the March regular meeting date is the day before Town Meeting. She inquired if the Committee wanted to meet on another day or at an earlier time. There was consensus to maintain the current date and schedule.

Executive Session

J. Shatney moved to enter Executive Session for personnel at 6:05 pm; S. Lotspeich seconded. Motion carried.

S. Lotspeich moved to exit Executive Session at 6:35 pm; M. Gray seconded. Motion carried.

No action was taken.

Adjourn

D. Torre moved to adjourn at 6:55 pm; M. Gray seconded. Motion carried.

Respectfully submitted,

Nancy Chartrand
Office Manager

**Central Vermont Regional Planning Commission****BOARD OF COMMISSIONERS****March 10, 2020 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>
	6:30¹	Adjustments to the Agenda Public Comments
	6:35	New Regional Plan , <i>Clare Rock, Senior Planner</i> (enclosed) Discuss approach, vision and goals
	7:05	Grant Application Authorization , <i>Zach Maia/Clare Rock</i> (enclosed) ² USDA Rural Business Development Grant for regional trails map and planning
	7:20	Commissioner Updates Commissioners share municipal news, needs, challenges, and successes that foster collective learning for regional collaboration
	8:20	Meeting Minutes – February 11, 2020 (enclosed) ²
	8:25	Reports (enclosed) Updates and questions on Staff, Executive Director, and Committee Reports
	8:30	Adjournment

Next Meeting: April 14, 2020

¹ Times are approximate unless otherwise advertised.

² Anticipated action item.

Executive Director Evaluation

Proposed Schedule (modified)

Date	Activity
January 6	Executive Committee (EC) sets appraisal process and appoints a Committee member to lead it
January 7	Executive Director advises staff of evaluation process
January 27	EC lead distributes online survey link for Executive Director appraisal to staff
By February 5	Staff completes Executive Director appraisal
By February 5	Executive Director completes self-appraisal and emails to Executive Committee
February 26	EC lead distributes to the Executive Committee: <ul style="list-style-type: none"> – summarized staff appraisal, and – online survey link for Executive Director appraisal
As needed	Executive Committee or appointed subgroup may meet in executive session with staff to discuss the Executive Director's performance. If desired, EC lead requests the Office Manager schedule this meeting.
By March 9	Executive Committee members complete online appraisal
March 20	EC lead distributes summarized appraisal to Executive Committee for discussion
April 6 (after EC Meeting)	Executive Committee meets and prepares final appraisal of the Executive Director. EC lead documents the appraisal and provides a copy to Executive Director and Executive Committee
April 14 (before Board Meeting)	Executive Committee conducts appraisal meeting with Executive Director. The Executive Committee designates the Executive Director's compensation for the next fiscal year.