



## EXECUTIVE COMMITTEE

August 3, 2020 at 4:00 p.m.

*Remote Participation via GoToMeetings*

Join via computer, tablet or smartphone:

<https://global.gotomeeting.com/join/840638069>

Dial in via phone<sup>1</sup>: [+1 \(408\) 650-3123](tel:+14086503123); Access Code: 840-638-069

Download the app at least 5 minutes before the meeting starts:

<https://global.gotomeeting.com/install/840638069>

### Page AGENDA

**4:00<sup>2</sup> Adjustments to the Agenda**

**Public Comment**

3 **4:05 Contract/Agreement Authorization** (enclosed)<sup>2</sup>

6 a) Watershed Consulting Associates LLC, Fitzgerald Environmental LLC, Milone & MacBroom, Inc. and Dubois & King, Inc. – Stormwater Planning and Engineering Services Master Agreement Amendment 1

8 b) Town of Berlin - Stormwater Mitigation Construction, Berlin Town Offices

25 **4:15 FFY21 Transportation Planning Initiative Work Program & Budget** (enclosed)<sup>2</sup>

Approve for submission and authorize agreement signature.

**4:30 Updates**

COVID-19 Response, Finance/Budget, Clean Water Service Provider Orientation.

41 **5:15 Meeting Minutes** (enclosed)<sup>3</sup>

<sup>1</sup>Dial-in numbers are “Toll” numbers. Fees may be charged to the person calling in dependent on their phone service.

<sup>2</sup> All times are approximate unless otherwise advertised

<sup>3</sup> Anticipated action item

Page **AGENDA**

Approve July 6, 2020 .

**5:20 Commission Meetings<sup>3</sup>**

Recommendation to cancel August meeting. Discussion of September agenda and Committee direction on resuming in-person meetings.

**5:35 Possible Executive Session – Contracts, 1 V.S.A. § 313(a)(1)(A)****6:00 Adjourn****Next Meeting: August 31, 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](mailto:chartrand@cvregion.com) at least 3 business days prior to the meeting for which services are requested.



## Central Vermont Regional Planning Commission

### MEMO

Date: August 3, 2020  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Contract/Agreement Approvals

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#### GRANTS & SERVICE AGREEMENTS

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

None.

#### CONTRACTS

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

**Watershed Consulting Associates LLC, Fitzgerald Environmental LLC, Milone & MacBroom, Inc. and Dubois & King, Inc. – Stormwater Planning and Engineering Services Master Agreement Amendment 1**

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign Master Agreements amendments with the four firms prequalified to provide stormwater services.

**Scope of Work:** Provide a range of stormwater planning and engineering services to CVRPC for a 3-year period with possible 1-2 year extensions. Services will include, but are not limited to project development, scoping studies, technical assistance, stormwater planning/design/ engineering, and construction management for stormwater mitigation projects.

**Funding:**

Contract Amount: Task specific contract addendums vary in value, and one or more contractors may be assigned multiple tasks. Therefore, the final Master Agreement value for any one contractor may range considerably. Staff anticipates task values will range from \$10-100,000 on average with 0-2 contracts issued per year.

Funding Source: Varied. The most likely sources are clean water and ecosystem restoration grant funds from the Vermont Department of Environmental Conservation.

**Performance Period:** 05/07/19 – 06/30/22

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

**Note:** The Amendment passes through new subcontracting provision required by the SWCRPC and the VT DEC under the Design/Implementation Block Grant program.

**Town of Berlin - Stormwater Mitigation Construction, Berlin Town Offices**

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

**Scope of Work:** Provide construction contractor oversight and management for the Berlin Town Office & Garage of a gravel wetland and other stormwater mitigation implementation.

**Funding:**

Contract Amount: \$56,915

In-kind match: \$980

Contract Total: \$57,895

**Performance Period:** 08/03/20 – 10/31/21

**Staff:** Pam DeAndrea

**Note:** CVRPC will contract with the engineer, and the Town will contract with the construction contractor.

**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**

**Town of Barre – Road Erosion Inventory**

**Scope of Work:** Complete an inventory of hydrologically connected road segments in compliance with Municipal Roads General Permit (MRGP) protocol. Using the data collected in the field, create an implementation table (spreadsheet) to document current MRGP compliance status and provide a list of Very High Priority Road Segments. Very High Priority Road Segments are segments that are defined by the MRGP as having slopes greater than 10%, do not meet standards, and therefore required to be fixed by 2025. Assist the municipality to develop a Capital Budgeting Plan to address partially and non-compliant road segments.

**Contract Amount:** \$13,000 (town)

**Performance Period:** 08/01/20 – 12/31/20

**Staff:** Ashley Andrews (primary), Elena Juodisius

**Notes:** None.

### **SERC LEPC FY21 – Administrative Support**

**Scope of Work:** Provide administrative support to the Local Emergency Management Committee #5 including coordinating 3 meetings, completing grant progress reports and Treasurer reports, performing financial management and record keeping activities, and preparing and distributing notices and meeting packets to LEPC members via email.

**Funding:**

Amount: \$4,000 (state)

Match Amount: None required.

**Performance Period:** 07/01/20 – 06/30/21

**CVRPC Staff:** Grace Vinson (primary), Nancy Chartrand

### **CONTRACTS**

#### **Dubois & King, Inc. - Stormwater Services Master Agreement, Addendum 2 – Bid & Construction Phase Services - Berlin Town Office & Garage Stormwater Implementation**

**Scope of Work:** Finalize bid documents and provide construction oversight services for stormwater mitigation at the Berlin Town Office and Garage.

**Funding:**

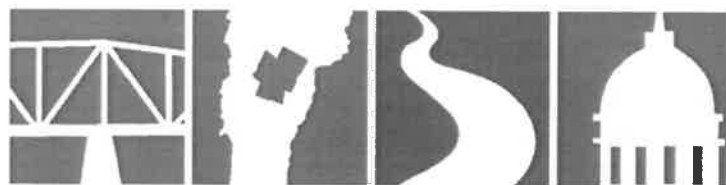
Addendum Total: \$9,670 (state)

Master Agreement Total: \$51,493

**Performance Period:** 07/20/20 – 10/31/21

**Staff:** Pam DeAndrea

**Note:** The Town of Berlin will hire and oversee the construction contractor.



## Central Vermont Regional Planning Commission

### AGREEMENT AMENDMENT

PARTY: Dubois & King, Inc.

AGREEMENT #: 2019-02

AGREEMENT AMENDMENT #: 1

EFFECTIVE DATE: 7/7/20

EXAMPLE - REFLECTS  
ALL FOUR AGREEMENT  
AMENDMENTS

SUBJECT: Agreement #2019-02 entered into by the Central Vermont Regional Planning Commission, and by Dubois & King, Inc., is amended as follows:

**1. Attachment C, #21, is amended as follows:**

**21. Subconsultants:** Party shall not assign or subcontract the performance of this agreement or any portion thereof to any other consultant without the prior written approval of the CVRPC and the State. Party also agrees to include in all subcontract agreements a tax certification in accordance with section 18 above.

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the CVRPC and subcontracts for work performed in the State of Vermont:

Section 12, False Claims Act;  
Section 13, Whistleblower Protections;

Section 14, Location of State Data  
Section 16, Fair Employment Practices and Americans with Disabilities Act;  
Section 18, Taxes Due the State;  
Section 20, Child Support;  
Section 21, Subconsultants;  
Section 22, No Gifts or Gratuities;  
Section 24, Certification Regarding Debarment;  
Section 34, CVRPC and State Facilities; and  
Section 37, State Funded Grants

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

The signatures of the undersigned Parties indicate that each has read this first amendment to Agreement #2019-02 in its entirety and agrees to be bound by the provisions enumerated therein.

**CENTRAL VERMONT  
REGIONAL PLANNING COMMISSION**

**PARTY**

DuBois & King, Inc.

By: \_\_\_\_\_  
Name  
: Bonnie Waninger  
Title: Executive Director  
Date: \_\_\_\_\_

By: Richard J. Goodall  
Name: Richard J. Goodall  
Title: Vice President  
Date: 07/09/2020

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## CLEAN WATER BLOCK GRANT PROGRAM AGREEMENT

## Part 1 – Agreement Detail

## SECTION 1 - GENERAL AGREEMENT INFORMATION

Original <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/> # _____
Agreement Amount: \$56,915	Sub-Award Start Date: 08/04/20      Sub-Award End Date: 10/31/21
Sub-Recipient Name: Town of Berlin, Vermont	
Sub-Recipient Physical Address: 108 Shed Road	
City: Berlin	State: VT      Zip Code: 05602
Sub-Recipient Mailing Address: Same	
City:	State: VT      Zip Code:
Agreement Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)	
If this action is an amendment, the following is amended:	
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>	
Other <input type="checkbox"/> (please specify)	

## SECTION 2 – SUB-RECIPIENT INFORMATION (to be completed by CVRPC)

Sub-Recipient Duns: 035969997
DUNS Registered Name (if different than Sub-Recipient Name above): N/A
SAM checked for DUNS Suspension and Debarment Exclusions ( <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> . Print Screen Must be Placed in Agreement File)  Date: 07/27/20      Initials: BW      SAM Expiration Date: 04/07/21
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> . Print Screen Must be Placed in Agreement File)  Date: 07/27/20      Initials: BW      Debarment Expiration Date: N/A
Risk Assessment completed (Questions for Sub-Recipient at <a href="..\..\Forms\Risk Assessment Contractor Questions.docx">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Risk Assessment Contractor.docx">..\..\Forms\Risk Assessment Contractor.docx</a> . Sub-Recipient responses and completed risk assessment places in agreement file. Agreement modified to reflect assessment results.)  Date:      Initials:
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in agreement file))  Date: 07/27/20      Initials: BW
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Sub-Recipient must complete a Form W-9. Form must be placed in agreement file.)  Date:      Initials:



Will the Sub-Recipient Charge CVRPC for Taxable Purchases? Yes ☐ No ☒ N/A ☐

[N/A applicable for Fixed Price agreements only. For all others, provide written documentation from Sub-Recipient. If "yes", CVRPC tax exemption certificate must be provided to Sub-Recipient (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Note: The Town of Vermont is a political subdivision of the State of Vermont and exempt from taxable purchases.

Date: 07/27/20 Initials: BW

Agreement Total Value exceeds, or cumulatively may exceed, \$250,000? Yes ☐ No ☒

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

Date: 07/27/20 Initials: BW

### SECTION 3 – FUNDING SOURCE

Funding Type: <input type="checkbox"/> Federal	CFDA #:	Program Title:
	FAIN:	Amount of Federal Funding: \$
		Federal Award Date:

☒ State

Agreement #: 2019 SWCRPC Design/Implementation Block Grant Program, CVRPC-2019DIBG-02

☐ Other

Source:

### SECTION 4 – CONTACT INFORMATION

#### CVRPC

##### Project Contact/Coordinator

Name: Pam DeAndrea  
Title: Senior Planner  
Work Phone: 802-229-0389  
Email: deandrea@cvregion.com

##### Finance/Billing

Name: Nancy Chartrand  
Title: Office Manager  
Work Phone: 802-229-0389  
Email: chartrand@cvregion.com

#### SUB-RECIPIENT

##### Project Contact/Manager

Name: Dana Hadley  
Title: Town Administrator  
Work Phone: 802-223-4405  
Cell Phone (if applicable):  
Email: [townadministrator@berlinvt.org](mailto:townadministrator@berlinvt.org)

##### Finance/Billing

Name:  
Title:  
Work Phone:  
Cell Phone (if applicable):  
Email:  
Address if different than Section 1):  
Mailing:  
City/State/ZIP:

## Part 2 – Contract Agreement

**Project Name: Berlin Town Office & Garage Stormwater Implementation**

1. Parties: This is an Agreement for program management services between the Central Vermont Regional Planning Commission (CVRPC) (PROGRAM MANAGER) and the Town of Berlin, Vermont (PROJECT RECIPIENT) for the Berlin Town Office & Garage Stormwater Implementation (PROJECT) with its principal place of business at 108 Shed Road, Berlin, VT. This Agreement consists of the provisions stated herein and the attachments itemized below.
2. Subject Matter: The subject matter of this Agreement is to provide the PROJECT RECIPIENT with program management services for the Design Implementation Block Grant Program funding for said PROJECT as specified under Southern Windsor County Regional Planning Commission's (SWCRPC) agreement with the Vermont Department of Environmental Conservation (2019-CWF-IMP-03) to administer the program.
3. Description of Activities: The PROJECT RECIPIENT agrees to perform, or cause to be performed, the work specified in the SCOPE OF WORK (Attachment A) and BUDGET (Attachment B).
4. Maximum Amount: In consideration of the scope of work specified in Attachment A, the CVRPC agrees to pay PROJECT RECIPIENT, in accordance with the Payment Provisions specified in Attachment B, a sum not to exceed \$56,915 for documented costs for PROJECT implementation. This maximum sum is based on the Preliminary Project Budget Table in Attachment B.
5. Agreement Term: The period of performance shall begin on August 4, 2020 and end on October 31, 2021.
6. Source of Funds: This Agreement is funded in part or in whole, through the Design Implementation Block Grant (DIBG) provided to the Southern Windsor County Regional Planning Commission by the Department of Environmental Conservation's Clean Water Initiative Program.
7. 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 PROGRAM MANAGER and PROJECT RECIPIENT. No amendment will be considered without justification to support the amendment request.
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 Project Recipient'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 Project Recipient.

10. Contact persons for this award:

CVRPC:

Pam DeAndrea

Email: [DeAndrea@cvregion.com](mailto:DeAndrea@cvregion.com)

Phone (802) 229-0389

PROJECT RECIPIENT:

Town of Berlin, Vermont

Dana Hadley, Town Administrator

Phone: (802) 223-4405

Email: [townadministrator@berlinvt.org](mailto:townadministrator@berlinvt.org)

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

Attachment A – Scope of Work to be performed

Attachment B – Preliminary Budget and Payment Provisions

Attachment C – Final Budget

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

FOR PROGRAM MANAGER

FOR PROJECT RECIPIENT

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

Name: Bonnie Waninger

Title: Executive Director

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

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

Name: Dana Hadley

Title: Town Administrator

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

## ATTACHMENT A SCOPE OF WORK

**Responsibilities for Each Party Under this Agreement are described below:**

**Program Manager:**

Will be responsible for coordinating with PROJECT RECIPIENT on all Project and Program Administration tasks outlined below for successful implementation of PROJECT as required under Central Vermont Regional Planning Commission Sub-grant Agreement with SWCRPC, state-wide DIBG Program Administrator. Tasks will include but are not limited to:

- a. Ensure that all appropriate and required State and Federal permits have been obtained.
- b. Ensure appropriate procurement policy for implementation of project(s). PROJECT RECIPIENT(S).
- c. Provide project oversight for PROJECT RECIPIENT to include overseeing procurement process, pre-construction meeting, and site visits to ensure that applicable Best Management Practices are followed.
- d. Contract with engineer to provide bid assistance and construction oversight.
- e. Provide program reporting and invoice assistance to PROJECT RECIPIENT to include invoice submission and payment disbursement as detailed in Attachment B.

**Project Recipient:**

Will be responsible for Project Implementation and coordinating with PROGRAM MANAGER on procurement and implementation activities and on above tasks to include:

- a. Project Management including, but not limited to, the following tasks:
  - Project Permitting.
  - Draft /release RFP/bid for contractual construction services.
  - Pre-bid meeting with construction firms w/assistance from selected engineering firm.
  - Review of bid proposals and contractor selection/award.
  - Draft contract between the Project Recipient and construction company.
  - Conduct project kick-off or pre-construction meeting.
  - Prepare and present final budget based on bid for DIBG to Program Manager.
- b. Ensure the selected contractor comply with the prevailing wage as published by the Vermont Department of Labor for any construction project over \$100,000 (per 29 V.S.A. § 161).

- c. Provide any necessary construction oversight.
- d. Provide all necessary documentation for invoicing and program reporting to PROGRAM MANAGER including required match in a timely manner.
- e. Prepare an Operations and Maintenance Agreement (O&M) to ensure that each project is maintained for a minimum of 10 years.

## ATTACHMENT B BUDGET AND PAYMENT PROVISIONS

- A. General. The PROGRAM MANAGER agrees to reimburse the PROJECT RECIPIENT for project implementation costs up to the maximum amount as provided below in the Preliminary Budget Table provided such expenses are for activities allowable and within the scope of the agreement.
- B. Budget. The Preliminary Budget Table is based on currently available estimates. Upon selection of engineers and contractors, the PROJECT RECIPIENT will submit a final budget to supersede the Preliminary Budget Table. This will be the final budget to this agreement upon which reimbursement and match will be determined.
- C. Payment Procedures for SUB-GRANTEE. **This grant is a cost-reimbursable grant.** Requests for reimbursement and related documentation must be submitted by the PROJECT RECIPIENT to the PROGRAM MANAGER for processing.
1. Invoicing for Project Implementation activities must be accompanied by contractor invoices and other documentation of deliverables or proof of work as requested by the PROGRAM MANAGER.
  2. All invoices must be signed by PROJECT RECIPIENT to certify accuracy of costs.
  3. PROJECT RECIPIENT must track all applicable in-kind and cash match related to the PROJECT implementation and submit to PROGRAM MANAGER along with appropriate support documentation with each invoice reimbursement request.
- D. Cost Overruns and Contractor Fees.
1. Construction cost overruns will require an amendment to this agreement and will be contingent upon the availability of funds.
  2. Interest charges for late payment of an invoice by a contractor is not an eligible expense under this agreement.
- E. Other Provisions.
- Sufficient Progress: Sufficient progress will be measured by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
- Deadlines: Scope of work deadlines are firm and most cannot be modified for any reason. Failure to complete deliverables by the deadlines may result in forfeiture of some or all of PROJECT RECIPIENT'S payments and/or cancellation of the agreement. No

modifications to deadlines are allowed without prior approval of SWCRPC.

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, Certificate of Completion and final financial report and match documentation.

OMB Uniform Guidance Audit: If you are required to have an audit under the new OMB Uniform Guidance, you are to report to the PROGRAM MANAGER the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

Preliminary Project Budget Table:

Match (Other Resources)	Type	Amount	Status
Municipality	In Kind	\$980	
Municipality	Cash		
Other			

Activity	Description	DIBG Amount	Match	Total Activity Costs
Construction		\$56,915	\$980	\$57,895
Other				
<b>Total Costs</b>		\$56,915	\$980	\$57,895
<b>Percentage of Total</b>		98%	2%	

**ATTACHMENT C**  
**STANDARD AGREEMENT PROVISIONS**  
REVISED FEBRUARY 26, 2018

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Sub-Recipient, with whom the CVRPC is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

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

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

**4. Arbitration:** The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in Washington County, Vermont, under the then-existing and applicable commercial arbitration rules of the American Arbitration Association. Without intending to limit the power of authority of the arbitrator(s) in any such proceeding, the parties hereby consent and agree that such arbitrator(s) shall be vested with the full power and authority to order such equitable relief as the arbitrator(s) may deem proper. The parties consent to the jurisdiction of any court of competent jurisdiction for all purposes with respect to such arbitration, including enforcement of this Agreement to arbitrate and the entry of a judgment on any arbitration award. The prevailing party in any such arbitration proceeding shall be entitled to an award of reasonable attorney’s fees as determined by the arbitrator(s). The fees and expenses of the arbitrator(s) shall be borne equally by the Parties. The Parties shall use all reasonable efforts to ensure that the arbitration is completed as promptly as reasonably possible, and in any event, within not more than ninety (90) days after either party’s request for arbitration hereunder.

The undersigned understand that this agreement contains an agreement to arbitrate. After signing this document, both parties understand that neither will not be able to bring a lawsuit



concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

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

**5. Severability:** The provisions of this Agreement are severable. Should one or more provisions be unenforceable, all other provisions will remain in full force and effect.

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

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

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

**9. Defense and Indemnity:** The Party shall defend the CVRPC and the State and their officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The CVRPC or the State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The CVRPC and the State retains the right to participate at their own expense in the defense of any claim. The CVRPC and the State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be

entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

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

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

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

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

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury  
\$50,000 Fire/Legal/Liability

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

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

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

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

**12. False Claims Act:** CVRPC is a political subdivision of the State of Vermont. 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 CVRPC and 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 CVRPC and State under the False Claims Act shall not be limited notwithstanding any agreement of the CVRPC or State to otherwise limit Party's liability.

**13. 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.

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

**15. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the CVRPC, State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**16. 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.

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

**18. 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.

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

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

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

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

**21. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the CVRPC and the State. Party also agrees to include in all subcontract agreements a tax certification in accordance with section 18 above.

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the CVRPC and subcontracts for work performed in the State of Vermont:

Section 12, False Claims Act;  
Section 13, Whistleblower Protections;  
Section 14, Location of State Data  
Section 16, Fair Employment Practices and Americans with Disabilities Act;  
Section 18, Taxes Due the State;  
Section 20, Child Support;  
Section 21, Sub-Agreements;  
Section 22, No Gifts or Gratuities;  
Section 24, Certification Regarding Debarment;  
Section 34, CVRPC and State Facilities; and  
Section 37, State Funded Grants

**22. 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 CVRPC or the State during the term of this Agreement.

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

**24. 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 federal funds.

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

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

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

**29. Force Majeure:** Neither the CVRPC, State of Vermont or the Party shall be liable to the

other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

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

**31. Termination:** In addition to any right of the CVRPC to terminate for convenience, the CVRPC may terminate this Agreement as follows:

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the CVRPC or State (July 1 to June 30), and if appropriations or funding are insufficient to support this Agreement, the CVRPC may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by state or federal funds, and in the event those funds become unavailable or reduced, the CVRPC may suspend or cancel this Agreement immediately, and the CVRPC shall have no obligation to pay Party from CVRPC revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

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

**D. Cancellation:** Normal cancellation procedures notwithstanding, CVRPC reserves the right to order immediate suspension of Party operations and termination of this Agreement in the event of Party negligence or Party practices in apparent violation of State or Federal law or regulations.

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

**33. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

**35. Ownership of Equipment:** Any equipment purchased by or furnished to the Party by CVRPC under this Agreement is provided on a loan basis only and remains the property of, and must be returned to, CVRPC.

**36. Professional Engineering Services:** Any work on this Agreement which is "Professional Engineering Services" as defined in 26 V.S.A. §1161 must be performed by a Licensed or Registered Professional Engineer as required in 26 V.S.A. §1162.

☒ **37. State-Funded Grants.** If box is checked, this Agreement is funded in whole or in part by State grant funds. As such, the following additional provisions apply.

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

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

(End of Standard Provisions)





## MEMO

Date: July 27, 2020  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: CVRPC FFY 2021 TPI Work Program and Budget

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✉ **ACTION REQUESTED:** Approve the CVRPC FFY 21 Transportation Planning Initiative work program and budget for submission to VTrans and authorize the Executive Director to sign the agreement.

### What is the Transportation Planning Initiative?

The Transportation Planning Initiative (TPI) program was created in the early 1990s by VTrans to provide a mechanism and process to consult with Vermont citizens and local officials on transportation policy, planning, and project development. The TPI supports implementation of Vermont's Long Range Transportation Plan and provides a connection between transportation and land use planning. VTrans makes annual grant awards funds to Regional Planning Commissions (RPCs) based on a 3-part formula. RPCs use these funds to solicit local input, identify needs, develop regional transportation plans, prioritize regional transportation needs, and otherwise provide planning capacity to VTrans on an ongoing basis.

### About the Work Program and Budget

#### Work Program

The TPI work plan is similar to a grant application and details what planning activities will be undertaken during a Federal Fiscal Year. VTrans issues annual guidance to RPCs related to the upcoming application. Each region is unique, and the guidance allows different regional needs and issues to be incorporated into the program.

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

Changes from the FY20 work program and budget are:

Task 1 – Program Administration: No changes to tasks.

Task 2 – Public Participation and Coordination: Stronger emphasis on Travel Demand Management (Way To Go! and Go Vermont!)

Task 3 – Long Range Planning: New task recognizes existing RPC work on Environmental Policy and Planning (Ex. Transportation Climate Initiative, vehicle electrification and other energy planning, ecological connectivity, and transportation-related stormwater).

Task 4 – Short Range Planning: Stronger emphasis on Human Service Transportation Coordination (strengthening regional Elders and Persons with Disabilities Committees) and public transit planning assistance.

Task 5 – Project Development Planning: New task to provide input and a regional perspective on summaries VTrans staff create when new projects are initiated. (Project Summaries for Asset Management).

Task 6 – Other Planning Activities: CVRPC has no special projects for FFY21. With a declining need for assistance and Dan Currier's departure, VOBCT will fully transition to CCRPC. The Transportation Resilience Planning Tool (TRPT) project has ended and been incorporated into TPI as an optional task related to assisting municipalities to incorporate TRPT results into local planning efforts.

FFY21 CVRPC Funding Level - \$223,149

#### Summary of Budget Amounts by Task

Budgeted number have been updated to reflect tasks described.

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$29,230
Task 2	Public Participation and Coordination	\$39,217
Task 3	Long Range Transportation Planning	\$43,083
Task 4	Short Range Transportation Planning	\$96,898
Task 5	Project Development Planning	\$14,721
Task 6	Other Planning	\$0
<b>Total</b>		<b>\$223,149</b>

### TPI Activities Assignments

For FFY21, CVRPC anticipates leaving its transportation program position vacant and using existing staff to complete TPI tasks. This reflects the uncertainty of State and Federal budget impacts to RPCs, and a need to be flexible and nimble with staffing. Generally, TPI duties will be carried out as follows:

Program oversight and administration	Bonnie with Ashley
VTrans and municipal liaison	Ashley
Policy and long- and short-range planning	Clare and Pam
Outreach and implementation assistance	Zach and Grace
Field services	Ashley with Planning Technicians
Human services coordination and public transit	Bonnie

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

### FFY 2021 Transportation Planning Initiative

Federal Fiscal Year: October 1, 2020 to September 30, 2021

Approved by: TAC \_\_\_\_/\_\_\_\_/2020; Executive Committee \_\_\_\_/\_\_\_\_/2020

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#### EXHIBIT 1: WORK PROGRAM

##### Purpose and Summary

This document describes the Central Vermont Regional Planning Commission (CVRPC) Transportation Planning Initiative (TPI), Federal Fiscal Year 2021 Work Program. The transportation program is continually adapted to meet the needs of our 23 municipalities, the region at large, and the work tasks developed cooperatively with the Vermont Agency of Transportation. This work program is a summary of work tasks with more specific work scope and schedule guidance being provided by VTrans and/or our member communities. Implicit in this agreement is that CVRPC staff will hold themselves to a professional standard and seek training opportunities in all relevant transportation and planning related topics. The regional transportation planning program is intended to achieve the following goals:

1. Enhance cooperative decision-making among state, regional, and local partners about the transportation system.
2. Better connect federal, regional, and statewide transportation planning.
3. Provide technical assistance to municipalities and expand their ability to implement transportation planning best practices.
4. Deliver results that advance VTrans strategic and long range transportation plans.

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

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

This work program is presented in six task areas, each corresponding to VTrans FFY 2021 Transportation Planning Initiative (TPI) guidance materials and direction from VTrans. The narrative for each includes a description of the goals, objectives, and activities/products proposed to address the tasks.

**TASK 1. PROGRAM ADMINISTRATION**

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

Included are the following activities:

1. hire, train, and supervise staff, and hire, supervise, and evaluate consultants as necessary to undertake the work program.
2. prepare and update policies and procedures to maintain compliance with state and federal laws, procedures, and requirements.
3. participate in a commission-wide audit, in conjunction with other CVRPC programs and in conformance with federal standards.
4. develop an indirect cost proposal.
5. work cooperatively with VTrans in an evaluation of the overall program to define strengths and deficiencies in meeting the objectives as defined in the VTrans/CVRPC agreement for services.
6. develop work plans and budgets and participate in the mid-year review process.
7. conduct financial and progress reporting to meet federal and VTrans requirements, such as preparation of monthly billings, monthly progress reports, and weekly status reports regarding work accomplishments and financial status.
8. purchase supplies, equipment (traffic counter), and software directly related to TPI activities and necessary to complete the work program; repair and maintain equipment as necessary.
9. complete annual TPI and VAPDA Performance Reporting.
10. attend monthly TPI meeting.
11. training to enhance knowledge and skills specific to transportation planning best practices.

Personnel: Executive Director, Office Manager, Senior Planners, Planners

Products: Administrative activities will be ongoing throughout the agreement period. Specific products will include procurement documentation, monthly invoices, progress reports, an

annual audit report, indirect cost proposal, related proposals, subcontracts, work programs, budgets, updated policies, and the CVRPC FY21 Annual Report and VAPDA SFY2021 Annual Report that includes transportation performance measures.

## **TASK 2. PUBLIC PARTICIPATION AND COORDINATION**

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

Included are the following activities:

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

10. serve on various transportation-related task forces and study committees.
11. attend meetings of local boards and commissions on transportation related topics including safety improvements, capital planning, infrastructure planning, etc.
12. provide outreach and assistance to municipalities in integrating good access management practices into local plans, regulations, and ordinances.
13. conduct outreach to municipalities on adoption and use of Town Road and Bridge Standards and how they relate to the Emergency Relief Assistance fund reimbursement.
14. engage the public in the Regional Plan update as it pertains to various modes of transportation, goals for transportation planning, and future transportation needs.
15. participate in emergency management training and activities to support a resilient transportation system.
16. monitor current transportation projects by reviewing the five year VTrans Capital Program and Project Development Plan, and the STIP.
- 17. participate and coordinate Travel Demand Management initiatives to meet the needs of Central Vermont.**
18. coordinate the region's participation in the VTrans Aviation Program, including participation in State Aviation Council meetings and exploration of a State Airport Committee for the Edward F. Knapp Airport.
19. obtain in-house reference materials, such as periodicals, manuals and textbooks, on transportation planning, engineering, and related topics, for use by staff, local officials and the public.

Personnel: Executive Director, Office Manager, Senior Planners, Planners, Assistant Planner, Planning Technicians

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

### **TASK 3. LONG RANGE TRANSPORTATION PLANNING**

Long range transportation planning includes development and incorporation of transportation planning into the Regional Plan, corridor management plans and modal specific plans. All modes of

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

Included are the following activities:

1. maintain, distribute, and verify through local officials and business/community leaders future land use, demographic, and transportation network characteristics.
2. continue to incorporate transportation planning into the Regional Plan.
3. conduct outreach to local officials and the public on, and participate in, State modal and other transportation planning.
4. participate in working groups, steering committees, and/or advisory committees of VTrans-managed planning projects, such as acting as a technical advisor.
5. **participate in work groups and committees and conduct outreach to local officials and the public on environmental policy and planning items.**
6. participate in Corridor Management Planning efforts to integrate local and regional perspectives.
7. coordinate intermodal, multimodal, and freight transportation planning activities, including bike/pedestrian systems planning.
8. coordinate inter-regional efforts, such as clean water planning for inter-regional roads.
9. integrate, and assist municipalities to integrate, the results of the statewide analysis and Transportation Resilience Planning Tool into regional and local plans and planning efforts.
10. provide technical support to assist municipalities with municipal plan updates, zoning ordinances, subdivision regulations, highway ordinances, and other transportation-related documents or ordinances.
11. provide planning, technical assistance, and grant management support as needed for communities participating in the Better Connections program.
12. develop and implement analytical methods to identify gaps in the connectivity of the transportation system.



13. Coordinate inter-regional efforts, such as the Scenic Byways Program, public transit, and others.
14. identify transportation opportunities and challenges in meeting State land use planning goals.
15. develop and maintain statistics and GIS data and analyses used to support transportation planning and project development, such as 2020 Census data.
16. identify wildlife corridors, roadway barriers and crossings, and other environmental transportation connections.
17. Integrate, and assist municipalities to integrate, the results of the statewide analysis and Transportation Resilience Planning Tool into regional and local plans and planning efforts.

Personnel: Executive Director, Office Manager, Senior Planners, Planners, Assistant Planner

Products: Updates to the Regional Plan; GIS coverages/maps (updated base, land use, transportation network, associated transportation data, GIS updates of long-range plan maps); Project related products as applicable.

#### **TASK 4. SHORT RANGE TRANSPORTATION PLANNING**

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

1. review and provide recommendations on transportation elements of municipal plans and assist municipalities to develop transportation capital improvement plans.
2. assist communities participating in the planning aspects of Transportation Alternatives, Byway, Bicycle/Pedestrian, Better Connections, discretionary, and other grant programs and in regional bicycle and pedestrian initiatives, such as the Cross Vermont Trail, Central Vermont Path, and Mad River Path.
3. review transportation issues and impacts of proposed development projects with impacts to the regional transportation system, and provide technical assistance to municipalities for transportation impact review of local development projects as necessary to strengthen local transportation planning.

4. conduct traffic monitoring by maintaining current data for major roads and problem areas, and by responding to local requests.
5. conduct traffic, parking space, bicycle and pedestrian, turning movement, and park and ride counts.
6. collect municipal highway major collector HPMS data and model inventory of roadway elements (MIRE) data programs.
7. update information on dedicated On-Road Bicycle Facilities
8. assist municipalities to plan for Complete Streets, and conduct a municipal complete streets implementation inventory.
9. assist municipalities to inventory, assess, plan for, and manage local transportation systems by conducting municipal road, culvert, bridge, ditch, roadway sign, and bicycle and pedestrian infrastructure inventories and assessments, road erosion assessments, tree inventories, and by supporting development and maintenance of road surface management systems, municipal road stormwater management plans, and capital improvement plans. This work will, in part, assist towns in applying for Municipal Road General Permits and complying with the Vermont Clean Water Act.
10. participate in public transit planning, update of Transit Development Plans, coordination of human service needs with transportation options, monitoring changes of transit systems in the region, and updating transit mapping.
11. **support enhancement of Human Services Transportation Coordination, including enhancement of the Regional Elders and Persons with Disabilities Advisory Committee, serving on the Public Transit Advisory Committee (PTAC) and public transit boards, and continuing to provide technical support to regional public transit providers, advisory groups, and groups working to identify and fill transportation gaps for the public and underserved populations (Green Mountain Transit, Rural Community Transportation, Mad River TAC, THRIVE Transportation Collaborative Action Network) and participate in activities as necessary; continue to serve on Boards and committees to act as a liaison between providers and local needs.**
12. participate and coordinate efforts with VTrans, GMT, and communities to develop travel demand management measures.
13. support Safe Routes to School outreach, planning, implementation, and evaluation.
14. participate in the Systemic Local Road Safety Program and Road Safety Audit Reviews.
15. review of functional classification system.

Personnel: Executive Director, Senior Planners, Planners, Assistant Planner, Planning Technicians, Consultant/Contract staff as needed

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

## **TASK 5. PROJECT DEVELOPMENT PLANNING**

The task includes activities emphasizing project-specific planning and development. Project development activities provide continuity between planning and implementation and provide a framework for on-going public participation as specific design alternatives, costs and impacts are explored. The work will involve developing transportation projects and preparing them for state or local implementation. The project development assistance will be extended to municipalities and VTrans first with a secondary priority of serving nonprofit and interest groups. These are projects and planning activities that can realistically be implemented within a few years.

Included are the following activities:

1. identify local issues that relate to scoping analysis, and conduct feasibility and location studies.
2. facilitate public participation during scoping analysis and the project development process, and participate in public meetings.
3. assist and review transportation projects that can be funded outside the statewide prioritization system, such as Transportation Alternatives, Bicycle and Pedestrian, and other locally or regionally managed projects.
4. prioritize VTrans projects and evaluate conformance with the Regional Plan.
5. prioritize District paving projects.
6. provide outreach, assistance, and coordination for accelerated and high impact projects, participate in meetings, and provide assistance to municipalities as needed.
7. provide outreach to identify road diet projects and coordinate municipal education and participation.
8. provide input into the new VPSP2 project prioritization process.

9. provide input on draft New Project Summaries and provide regional and local context and supplemental plans.

Personnel: Executive Director, Senior Planners, Planners, Assistant Planner, Consultant/Contract staff as needed

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

<b>TASK 6. OTHER PLANNING ACTIVITIES</b>
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None anticipated.

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## FFY 2020 Transportation Planning Initiative

July 2020

## Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$29,230
Task 2	Public Participation and Coordination	\$39,217
Task 3	Long Range Transportation Planning	\$43,083
Task 4	Short Range Transportation Planning	\$96,898
Task 5	Project Development Planning	\$14,721
Task 6	Other Planning	\$0
<b>Total</b>		<b>\$223,149</b>

## Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY21	Total Hours	Total Cost
Executive Director	\$59.34	470	\$27,890
Senior Planner (GIS)	\$45.64	215	\$9,813
Senior Planner (LU)	\$37.09	253	\$9,384
Planner (GIS)	\$35.28	905	\$31,928
Planner (EM)	\$29.07	300	\$8,721
Assistant Planner	\$25.28	255	\$6,446
Office Manager	\$34.41	65	\$2,237
Planning Technician I	\$13.99	2	\$28
Planning Technician II	\$13.99	217	\$3,036
<b>Total</b>		<b>2,682</b>	<b>\$99,482</b>

Indirect Costs	115.13%		
RPC Staff Position	of Hourly Rate	Total Hours	Total Cost
Executive Director	\$68.32	470	\$32,110
Senior Planner (GIS)	\$52.55	215	\$11,297
Senior Planner (LU)	\$42.70	253	\$10,804
Planner (GIS)	\$40.62	905	\$36,759
Planner (EM)	\$33.47	300	\$10,040
Assistant Planner	\$29.10	255	\$7,422
Office Manager	\$39.62	65	\$2,575
Planning Technician I	\$16.11	2	\$32
Planning Technician II	\$16.11	217	\$3,495
<b>Total</b>		<b>2,682</b>	<b>\$114,534</b>

Direct Costs	Total Cost
Contract	\$0
Travel	\$3,000
Supplies	\$400
Data/Ref	\$0
Postage	\$800
Phone	\$120
Copy/Print	\$0
Meetings	\$3,012
Equipment	\$1,800
<b>Total</b>	<b>\$9,132</b>

Fund Allocation			
Task	Task Description	CVRPC Share <sup>1</sup>	VTrans Share <sup>2</sup>
Task 1	Program Administration	\$2,923	\$26,307
Task 2	Public Participation and Coordination	\$3,922	\$35,295
Task 3	Long Range Transportation Planning	\$4,308	\$38,775
Task 4	Short Range Transportation Planning	\$9,690	\$87,208
Task 5	Project Development Planning	\$1,472	\$13,249
Task 6	Other Planning	\$0	\$0
<b>Subtotal by Share</b>		<b>\$22,315</b>	<b>\$200,834</b>
<b>Agreement Total</b>			<b>\$223,149</b>

## Notes:

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

<sup>2</sup> 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.

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

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

		Bonnie	Pam	Clare	Ashley	Grace	Zach	Nancy	Elena		
Task #	Task Description	Exec Director	GIS Sr Planner I	Land Use Sr Planner II	GIS Planner I	Emerg Mngmt Planner II	Land Use Asst Plan I	Office Manager	Planning Tech I	Planning Tech II	Total Hours
1	Administration	60	5	0	140	0	0	15	2	5	227
2	Public Participation & Coordination	20	5	70	250	30	145	25	0	0	545
3	Long Range Transportation Planning	35	150	150	45	85	45	10	0	0	520
4	Short Range Transportation Planning	350	55	30	370	85	65	15	0	212	1,182
5	Project Development Planning	5	0	3	100	100	0	0	0	0	208
6	Other	0	0	0	0	0	0	0	0	0	0
<b>Total</b>		<b>470</b>	<b>215</b>	<b>253</b>	<b>905</b>	<b>300</b>	<b>255</b>	<b>65</b>	<b>2</b>	<b>217</b>	<b>2,682</b>

**B. Direct Costs (\$)<sup>1</sup>**

		23%	10%	15%	44%	14%	12%	4%			
Task #	Task Description	Contract	Travel	Supplies	Data/Ref	Postage	Phone	Copy/Print	Meetings	Equipment	Total
1	Administration	\$0	\$3,000	\$400	\$0	\$800	\$120	\$0	\$3,012	\$1,800	\$9,132
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning										\$0
5	Project Development Planning										\$0
6	Other										\$0
<b>Total</b>		<b>\$0</b>	<b>\$3,000</b>	<b>\$400</b>	<b>\$0</b>	<b>\$800</b>	<b>\$120</b>	<b>\$0</b>	<b>\$3,012</b>	<b>\$1,800</b>	<b>\$9,132</b>

**C. Cost Proposal Summary (\$)**

Task #	Task Description	Exec Director	GIS Sr Planner I	Land Use Sr Planner II	GIS Planner I	Emerg Mngmt Planner II	Land Use Asst Plan I	Office Manager	Planning Tech I	Planning Tech II	Total Personnel	Indirect	Direct	Total Costs
	Hourly Rate	\$59.34	\$45.64	\$37.09	\$35.28	\$29.07	\$25.28	\$34.41	\$13.99	\$13.99				
1	Administration	\$3,560	\$228	\$0	\$4,939	\$0	\$0	\$516	\$28	\$70	\$9,342	\$10,755	\$9,132	\$29,230
2	Public Participation & Coordination	\$1,187	\$228	\$2,596	\$8,820	\$872	\$3,666	\$860	\$0	\$0	\$18,229	\$20,987	\$0	\$39,217
3	Long Range Transportation Planning	\$2,077	\$6,846	\$5,564	\$1,588	\$2,471	\$1,138	\$344	\$0	\$0	\$20,027	\$23,057	\$0	\$43,083
4	Short Range Transportation Planning	\$20,769	\$2,510	\$1,113	\$13,054	\$2,471	\$1,643	\$516	\$0	\$2,966	\$45,042	\$51,856	\$0	\$96,898
5	Project Development Planning	\$297	\$0	\$111	\$3,528	\$2,907	\$0	\$0	\$0	\$0	\$6,843	\$7,878	\$0	\$14,721
6	Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		<b>\$27,890</b>	<b>\$9,813</b>	<b>\$9,384</b>	<b>\$31,928</b>	<b>\$8,721</b>	<b>\$6,446</b>	<b>\$2,237</b>	<b>\$28</b>	<b>\$3,036</b>	<b>\$99,482</b>	<b>\$114,534</b>	<b>\$9,132</b>	<b>\$223,149</b>

<b>115.13% Indirect Rate</b>											<b>Total Employee Indirect</b>			
Indirect per employee		\$32,110	\$11,297	\$10,804	\$36,759	\$10,040	\$7,422	\$2,575	\$32	\$3,495	<b>\$114,534</b>			

**Notes**

<sup>1</sup> Contract : Audit; design and planning services as needed (problem evaluation); design / layout for transportation program materials

Travel: Mileage, non-mileage transportation, rooms, meals, conference / workshop fees

Supplies: Office, mapping and traffic counting supplies used specifically for the transportation program

Data / Ref: Reference materials, portion of cost of new data

Postage: for materials specific to the transportation program

Phone: for calls or data plans specific to transportation program activities

Copies / Printing: Reproduction costs, including photocopies

Meetings: Meeting room space, legal notices, other associated costs

Equipment: Any eligible equipment purchased during the implementation of the grant agreement e.g. traffic counters and computer equipment.

# Transportation Planning Initiative (TPI)

## Brief History of the TPI

The TPI program began in the early 1990's and grew out of the public perception that transportation system design decisions were made with limited input from the public and strict adherence to national design standards resulting in projects that were out of character for Vermont.

In 1988, the Vermont Legislature passed Act 200, which set the goal to encourage citizen participation at all levels of the planning process, and to ensure that decisions were made at the most local level possible. State agencies with programs that impact land use and development must engage with the public to discuss issues of local importance such as development along highways, public transit, multi-modal transportation options, and environmental protection.

In 1990, the Vermont Legislature commissioned an analysis of the Agency of Transportation's management structure and effectiveness. The findings were for the Agency to develop a formal planning department responsible for all planning and relationship building with other levels of government and the public. In 1993, the TPI was created as a response to those findings. Since then, the program has gone through continual reevaluation and modernization, but the most essential element of the program remains to support public involvement and participation in state transportation and regional planning.

## Program Partners

TPI is a partnership between VTrans and 10 of Vermont's 11 Regional Planning Commissions (RPCs). Chittenden County Regional Commission is a Metropolitan Planning Organization (MPO) and is not directly funded through the TPI, its work is done in concert with VTrans and other TPI partners and they actively participate in all TPI activities.

## VTrans

The VTrans Policy, Planning, and Research Bureau carries out the TPI in partnership with the RPCs and the MPO, through VTrans Planning Coordinators. The Bureau plays a key role in the Agency's public outreach efforts – working collaboratively with the RPCs and other state agencies, VTrans program managers, municipalities and many public and private organizations to inform the public on important transportation issues, programs, projects, planning activities, and to facilitate the flow of accurate information affecting and/or involving the public.

## Regional Planning Commissions

The RPCs serve as program leaders and administrators, adapting their program to meet state and federal priorities annually. Through the TPI program, they are able to offer a wide range of services to municipalities requiring a level of expertise that local governments may not have access to otherwise. RPCs provide technical assistance, give municipalities a voice in the project prioritization process, and keep VTrans apprised of on-the-ground conditions, including public sentiment towards proposed transportation improvements. Most importantly, RPCs provide the education and outreach needed to keep communities abreast of new issues at the state and federal level.

## Guiding Principles

Conformance with federal transportation law (local consultation and broad citizen participation)

Conformance with Vermont's Act 200 (decentralized and coordinated decision making and developing regional plans)

To develop and maintain comprehensive transportation plans at the regional level

To provide transportation planning support and resources to towns

To develop and sustain a collaborative and cooperative transportation planning relationship between VTrans, VT municipalities and regions.

To assist VTrans with public outreach for high profile & impact VTrans projects

To ensure that there is a strong link between transportation planning and the programs it relates to.

To provide a platform for discussing complex state, regional and municipal issues as they relate to transportation.

## Program Funding

Funding for the TPI is comprised of allocations from the FHWA, the Agency of Transportation and Regional Planning Commissions. All TPI efforts are subject to the rules and regulations that govern the use of Federal and State funds.



## For More Information

<http://vtrans.vermont.gov/planning/policy-planning/regional>

### Transportation Advisory Committees (TAC)

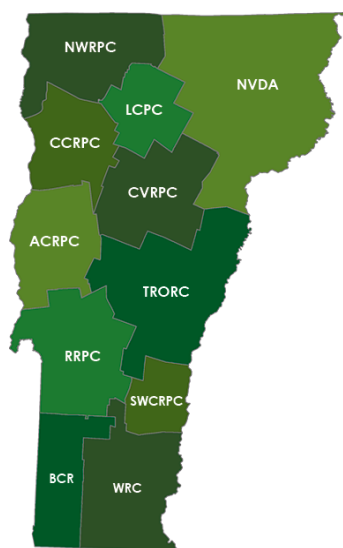
As part of the requirement to ensure “local consultation and broad citizen participation,” each Regional Commission has created a TAC. The TAC consists of members of the public including local officials and, in some instances, representatives from local stakeholder groups (including transit and multi-modal groups or other interests). The TAC is intended to act as a liaison between local communities and VTTrans, providing local and regional input on transportation issues and transportation projects important to their regions.

### TPI - Ongoing Success

Since its beginnings in the early 1990's, the TPI Program has been a vital component of Vermont's transportation planning landscape. It has a long history in Vermont, and has served as a model for the effectiveness of collaboration between state, regional and municipal governments. The U.S. Congress used components of Vermont's laws regarding transportation projects and communication with impacted citizens and communities in the federal law (FAST Act, 2015). Through the opportunities the TPI creates for public input and transparency, all Vermonters have an opportunity to participate in transportation planning. The benefits of the TPI program include:

- A clear process for local officials to be involved in transportation issues.
- A unified program of regional transportation planning.
- The facilitation of communication between states, regions and municipalities about transportation projects and project development.
- A clear process for reviewing and approving the state's statewide transportation improvement plan (STIP).
- Opportunities for municipalities and regions to be involved in identifying and prioritizing transportation projects.
- Increased citizen participation.
- Coordination with other sectors on issues that intersect with transportation such as hazard mitigation & resiliency, environmental protection and energy.

As a result of the work funded by the TPI Program, municipal officials' understanding of Vermont's transportation system has significantly improved. Access to information is better for communities, regional commissions and the state. Most importantly, communities feel that they have a voice that is heard throughout the project development and implementation process.



### Vermont's Regional Planning Commissions

- **Addison County Regional Planning Commission (ACRPC)** - 802-388-3141
- **Bennington County Regional Commission (BCRC)** - 802-442-0713
- **Chittenden County Regional Planning Commission (CCRPC)** - 802-846-4490
- **Central Vermont Regional Planning Commission (CVRPC)** - 802-229-0389
- **Lamoille County Planning Commission (LCPC)** - 802-888-4548
- **Northwest Regional Planning Commission (NRPC)** - 802-524-5958
- **Northeastern Vermont Development Association (NVDA)** - 802-748-5181
- **Rutland Regional Planning Commission (RRPC)** - 802-775-0871
- **Southern Windsor County Regional Planning Commission (SWCRPC)** - 802-674-9201
- **Two Rivers-Ottauquechee Regional Commission (TRORC)** - 802-457-3188
- **Windham Regional Commission (WRC)** - 802-257-4547



**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Executive Committee**  
**DRAFT MINUTES**  
**July 6, 2020 Meeting**

Present:

☒ Julie Potter  
☒ Dara Torre  
☒ Gerry D'Amico

☒ Laura Hill-Eubanks  
☒ Steve Lotspeich

☐ Michael Gray  
☒ Janet Shatney

Staff: Bonnie Waninger, Nancy Chartrand

Guests: George Clain, Barre Town CVRPC Alternate

**Call to Order**

Chair Hill-Eubanks called the meeting to order at 4:01 pm.

**Adjustments to the Agenda**

None

**Public Comment**

None

**Contract/Agreement Authorization**

Department of Public Safety – EMPG 2019 Amendment 2 - B. Waninger noted it was a simple amendment adjusting in-kind match to be properly allocated between the salary and benefits and the indirect cost line items.

*J. Shatney moved to approve having the Executive Director sign the grant agreement amendment; J. Potter seconded. Motion carried.*

Bigglestone Investments – Office Lease Extension - Waninger advised the term for notification has been changed from one year to 90-days for this one-year extension as requested by CVRPC. There was question regarding potential improvements to the building. It was noted this will be discussed further as we approach negotiation in the future.

*G. D'Amico moved to approve having the Executive Director sign the lease extension; J. Shatney seconded. Motion carried.*

Grants and contract in the informational only section of the contracts memo were highlighted.

**Regional Plan Amendment**

Waninger explained that prior to COVID-19, the public hearing process was initiated for an amendment to the current Regional Plan. The amendment removes the Regional Housing Distribution Plan and its

1 requirements due to numbers being based on the 2010 census and adjusts the future land use map to  
2 better correspond with the regional land use planning designation.

3  
4 There was question as to whether this information has been presented to the entire Board. D. Torre  
5 and L. Hill-Eubanks confirmed it was presented to the entire Board. There had been discussion to have  
6 Mike Miller of the City of Montpelier participate in the public hearing to answer any questions raised  
7 regarding Montpelier's designation. S. Lotspeich advised he believed having Miller participate was a  
8 good idea. It was confirmed staff would try to have Miller present at the hearing. Waninger  
9 recommended the Commission initiate the hearing process and confirmed there are two hearings held  
10 as part of the process. It was requested that as part of the first hearing there be a short recap  
11 presentation similar to what was presented previously to the Board. Clare Rock will present at the  
12 hearing. In February, the Commission voted to move to the public hearing process. Hearings were  
13 scheduled, however, COVID-19 interrupted that process.

14  
15 *J. Potter moved to approve proceeding with the hearings to amend the Regional Plan; D. Torre seconded.*  
16 *Motion carried.*

#### 17 18 **Retirement Benefit**

19 Waninger provided details for a retirement error discussed briefly at the in June meeting. The current  
20 Personnel Policy outlines that part-time employees are eligible for benefits and later that the retirement  
21 benefit is only for full-time employees. Waninger advised that three part-time employees are currently  
22 being provided a retirement benefit outside of the Personnel Policy, as it was included in employment  
23 offers in error. Waninger requested guidance from the Committee regarding how to address this for  
24 existing staff; new part-time staff would not be offered the benefit. There was confirmation that the  
25 retirement benefit started after 12 months of service. In regards to questions asked by the Committee,  
26 Waninger confirmed that if the benefit was terminated for current part-time staff, those employees  
27 would keep accrued funds. She also confirmed the current employer contribution is 5% of an  
28 employee's gross salary and that only the employer contributes to this type of plan, not the employee.  
29 CVRPC offers a 457B retirement benefit as of December 2019 that allows employees to contribute as  
30 pre-tax payroll deductions. The 457B plan does not have an employer contribution.

31  
32 J. Potter suggested grandfathering in those part-time employees who are currently receiving the  
33 benefit. She noted it is not standard to make retirement benefits solely tied to full-time (40) hours.  
34 Lotspeich agreed and asked if the Personnel Policy should be amended to do so. Waninger advised that  
35 ideally an amendment would be completed. However, a motion could be passed to address the  
36 immediate situation until the policy can be amended. It was noted that a Personnel Policy review had  
37 been initiated prior to COVID-19; that process was put on hold temporarily. Discussion ensued as to  
38 how best to move forward with addressing the situation and if the Personnel Policy Review Committee  
39 should restart. It was agreed to move forward with a resolution and then have the Personnel Policy  
40 Review Committee further discuss the issue when they resume meeting.

41  
42 *J. Potter moved to make an exception to CVRPC's retirement benefit based on offers made to current*  
43 *part-time employees; the exception would allow part-time employees (24 hours/week minimum) to*  
44 *continue receiving the retirement benefit until the Personnel Policy can be adjusted to address the full-*  
45 *time status; G. D'Amico seconded. Motion carried.*

**FY21 Budget**

Waninger advised the proposed FY21 budget is based on ACCD input, current contracts, and expected State contract allocations. She expects an adjustment will be needed when the remainder of the State budget is passed in ~September; the Legislature approved a 3-month budget for the State pending its having a more complete understanding of tax revenues received.

Waninger described the alternate budget scenarios outlined in the packet and the potential implications of anticipated shortfalls that may arise out of expected budget adjustments at the State level. She also reviewed grants and contracts that may serve to augment current revenues.

Discussion ensued about potential program and staffing changes that may need to occur as related to each budget scenario presented in the packet. It was noted that with regard to our Land Use Program and town assistance, we would honor current commitments, but may have to limit or delay future commitments. It was confirmed that ACCD is awaiting CVRPC's organizational budget to issue the FY21 grant agreement. The agreement will include a caveat reserving the right to reduce the award.

Waninger advised this scenario planning is done so we can start thinking about the "what ifs" before they need to be instituted to consider how to approach any necessary changes.

Lotspeich noted that many municipalities have used furloughs to address budgeting issues to date; and inquired if Waninger has looked at any furlough scenarios. She advised that two staff have been furloughed for 8 hours/week.

The budget presented for approval assumes normal flow of funds from ACCD and does not address any of the four scenarios outlined above. Page 25 in the packet highlights contracts considered 'at risk' due to potential State adjustments or non-funding. She noted the proposed budget is conservative (light on revenues, heavy on expenses) to allow for more flexibility in any necessary adjustments and reiterated that she expects a budget adjustment will be necessary based on State budgeting.

G. Clain inquired if the word "not" was missing on page 20, and Waninger confirmed it was and should read "VTrans has not offered. . . ." Clain also inquired if she has heard anything about consolidating RPCs. Waninger advised this does not appear to be part of current conversation due to the assistance RPCs provide to both municipalities and State agencies.

D. Torre noted if State agencies cut their own staff that they may need to rely on RPCs more to assist with their work. Waninger confirmed that traditionally when State funding is cut, the State outsources to contractors and RPCs. COVID may be different.

With regard to a question raised about timeframe, Waninger advised she anticipates that 4-6 weeks after Legislature passes a 9-month budget, State agencies will share their plans. Therefore, a budget adjustment is likely for early November.

1 There was question as to how much control ACCD has over how we use our funds. Waninger advised  
2 that for the most part, it is up to the Commission; however, there are specific tasks that must be  
3 completed contract, and some of these items may need to be renegotiated with any funding change.  
4

5 *G. D'Amico moved to adopt the CVRPC FY21 budget; J. Potter seconded.* D'Amico questioned why it was  
6 being approved now when we are already in FY21; Waninger advised it was delayed pending more  
7 certain information. He also inquired if the Board needed to adopt or just Executive Committee. It was  
8 confirmed just the Committee. A budget presentation will be made to the Board. Torre asked when we  
9 would see FY20 financials and if they have bearing on the budget. Waninger advised they do have  
10 bearing on the budget. She anticipates seeing 6/30/20 financials right before audit due to continuing to  
11 catch up on invoices. Based on what is anticipated for invoicing, she is comfortable with the budget  
12 presented. A vote was called. *Motion carried.*  
13

14 Waninger advised the work program is to focus on what we have committed to until we know what  
15 funding cuts may end up being with the State's 9-month budget. She advised that strategic goals  
16 revolve around financial stability and keeping staff morale intact while addressing potential shortfalls  
17 and providing as much service as possible.  
18

19 Lotspeich left the meeting at 5:35 pm. Quorum was still present.  
20

#### 21 **Consent Items**

22 *J. Shatney moved to approve the consent items including the minutes; D. Torre seconded. Motion*  
23 *carried.*  
24

#### 25 **Commission Meeting Agenda**

26 Waninger inquired as to how much budget scenario information should be presented at the Board  
27 meeting. There was consensus to share that there were several scenarios discussed with the Executive  
28 Committee without providing detail. There is too much unknown information.  
29

30 Hill-Eubanks raised question as to whether we would continue to hold remote meetings for the Board as  
31 she still is not comfortable trying to meet in person. Waninger advised she could include information  
32 about this in her Staff Report.  
33

34 *J. Shatney moved to approve the Board Meeting agenda as presented; J. Potter seconded. Motion*  
35 *carried.*  
36

#### 37 **Adjourn**

38 *G. D'Amico moved to adjourn at 5:46 pm; J. Shatney seconded. Motion carried.*  
39

40 Respectfully submitted,  
41

42 Nancy Chartrand  
43 Office Manager