



EXECUTIVE COMMITTEE

October 5, 2020 at 4:00 p.m.

Remote Participation via GoToMeetings¹

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Page **AGENDA**

4:00² Adjustments to the Agenda

Public Comment

3 4:05 Financial Report (enclosed)³

Accept financial reports

16 4:20 Contract/Agreement Authorization (enclosed)³

41 4:30 FFY20 Transportation Planning Initiative Budget Adjustment 2 (enclosed)²

Approve adjustment.

4:35 Clean Water Service Provider Update

4:50 Legislative Update

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

² All times are approximate unless otherwise advertised

³ Anticipated action item

Page **AGENDA**

RPC funding, regional plan approval, etc.

45 **5:10 Consent Items** (enclosed)³

Meeting Minutes – August 31, 2020

50 **5:15 Commission Meeting Agenda** (enclosed)³**5:30 Adjourn****Next Meeting: November 2, 2020**



Central Vermont Regional Planning Commission

MEMO

Date: October 2, 2020
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Financial Report as of 08/31/2020

☒ **ACTION REQUESTED:** Accept the unaudited financial reports.

Summary: CVRPC continues to implement its five-year plan to improve its financial position successfully. As of 10/02/2020, CVRPC's net income as for the two months ended August 31st is \$99,325. The fiscal year to date net income is in line with expectation. In FY20, CVRPC had a Year To Date (YTD) surplus of \$90,503 through 08/31/2019.

Balance Sheet

- *Assets –*
 - Billing is substantially complete through 6/30. Some invoices are in the review and finalization process.
 - Aging receivables for 8/31 are at \$382,730.00, which is high for CVRPC. Invoices have been written. They have not been converted to funders forms for submission.
 - Operating cash is \$111,445. CVRPC works to maintain at least \$100,000 in operating funds for cash flow purposes. A balance of \$60,000 would be of concern.
- *Current Liabilities –*
 - CVRPC maintained an average payable balance.
 - Accrued vacation and compensatory time balanced have not been entered. They are entered quarterly. PTO values for July and August are provided separately.
 - ACCD Deferred Income for FY21 stands at \$52,051. Other Deferred Income is the Barre Town Road Erosion Inventory advance.
- *Equity –* All of the Working Communities designated funds item have been utilized.
- *Net Income* of \$99,325 primarily reflects retainage of Town Dues earned in July 2020.

Budget vs. Actual

- *Revenues* – CVRPC anticipates ~\$1,500 in carry forward funds for ACCD funds from FY20 to FY21. Miscellaneous Incomes includes a \$5,000 donation. Two months into the fiscal year, total revenue exceeds budget projection of 17% (2 months out of 12 months).
- *Expenses* – Overall expenses are in line with budget at 11% of budgeted expenses.
 - The salaries budget, CVRPC's largest expense, is in line with budget at 13%.
 - Fringe Benefits and wages are not aligned for % of Budget because CVRPC maintained benefits for staff who reduced hours due to COVID childcare duties. Both staff have resumed their regular schedules.
 - Advertising will be adjusted at mid-year. CVRPC partnered with other regional organizations on successful ads encouraging Census participation.

FY20 Financial Closeout

The Ijaz Group continues working to finalize 6/30 invoices, complete journal adjustments, and perform final review of transactions prior to audit. Seven invoices remain to be sent to funders prior to closing out the ACCD FY20 agreement. Six are stormwater projects that needed contractor invoices. ACCD is the last agreement closed because it is used as match to many other agreements. The Agency was updated on our progress last week.

Once the invoices are complete, the remainder of audit preparation will occur. Examples of this type of work are reviewing all accounts to ensure all bills were consistently coded within QuickBooks, making final journal adjustments for year-end prepaid deposits and payroll, and filing the Commission's overdue Subrecipient Annual Report (amount of Federal expenditures). Once these items are complete, we can schedule the FY20 audit.

Financial Statement Acronyms & Abbreviations Guide

604b	Clean Water Planning funds from Section 604b of the federal Clean Water Act
ACCD	Vermont Agency of Commerce and Community Development
BCRC	Bennington County Regional Commission
CCRPC	Chittenden County Regional Planning Commission
CTAA	Community Transportation Association of America
CW	Clean Water
DEC	Vermont Department of Environmental Conservation
DPS	Vermont Department of Public Safety
DCRA	Dependent Care Reimbursement Account
EAB	Emerald Ash Borer
EMPG	Emergency Management Performance Grant
EPA	US Environmental Protection Agency

Financial Statement Acronyms & Abbreviations Guide

ERP	Ecosystem Restoration Program
FICA	Federal Insurance Contributions Act - Social Security and Medicare taxes
HMGP	Hazard Mitigation Grant Program
LCBP	Lake Champlain Basin Program
LEMP	Local Emergency Management Plan
LEPC SERC	Local Emergency Planning Committee 5's State Emergency Response Commission
LGER	Local Government Expense Reimbursement
LHMP	Local Hazard Mitigation Plan
MPG	Municipal Planning Grant
MOA	Memorandum of Agreement (disaster response and recovery assistance)
NEIWPCC	New England Interstate Water Pollution Control Commission
QAPP	Quality Assurance Project Plan
SW	Stormwater
SWCRPC	Southern Windsor County Regional Planning Commission
TPI	VTrans Transportation Planning Initiative
VAPDA	Vermont Association of Planning & Development Agencies (RPCs together)
VOBCIT	Vermont Online Bridge & Culvert Inventory Tool
VDT	Vermont Department of Taxes
VEM	Vermont Emergency Management
WBRD	Wrightsville Beach Recreation District
WCA P3	Watershed Consulting Associates public private participation (to identify parcels to which the 3-acre stormwater rule will apply)

11:49 AM
10/02/20
Accrual Basis

Central Vermont Regional Planning Commission
Balance Sheet
As of August 31, 2020

	<u>Aug 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1001 · Community National Bank	111,444.80
1009 · Northfield Savings - Reserve	131,689.21
Total Checking/Savings	<u>243,134.01</u>
Accounts Receivable	
1200 · Accounts Receivable	382,730.00
Total Accounts Receivable	<u>382,730.00</u>
Other Current Assets	
Account for Credit Transfer	2,945.56
1020 · Undeposited Funds	13,777.50
Total Other Current Assets	<u>16,723.06</u>
Total Current Assets	<u>642,587.07</u>
Fixed Assets	
1501 · Equipment	50,203.31
1502 · Equipment - Accum. Depreciation	(39,683.39)
Total Fixed Assets	<u>10,519.92</u>
Other Assets	
1301 · Prepaid Expenses	16,516.58
1320 · Deposits	4,415.00
Total Other Assets	<u>20,931.58</u>
TOTAL ASSETS	<u><u>674,038.57</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	27,611.02
Total Accounts Payable	<u>27,611.02</u>
Other Current Liabilities	
2102 · Accrued Vacation	26,307.62
2104 · Accrued 457 Retirement	1,375.00
2200 · Deferred Income	
2201 · ACCD	52,051.32
2200 · Deferred Income - Other	13,000.00
Total 2200 · Deferred Income	<u>65,051.32</u>
2304 · Dependent Care Deductions	1,491.58
2306 · Pension Liability- Edward Jones	3,288.64
Total Other Current Liabilities	<u>97,514.16</u>
Total Current Liabilities	<u>125,125.18</u>
Total Liabilities	<u>125,125.18</u>

11:49 AM
10/02/20
Accrual Basis

Central Vermont Regional Planning Commission
Balance Sheet
As of August 31, 2020

	<u>Aug 31, 20</u>
Equity	
3100 · Unrestricted Net Position	
3150 · Designated for High Meadows	812.01
3100 · Unrestricted Net Position - Other	<u>271,938.65</u>
Total 3100 · Unrestricted Net Position	272,750.66
3300 · Invested in Fixed Assets	15,836.34
3900 · Retained Earnings	161,001.54
Net Income	<u>99,324.85</u>
Total Equity	<u>548,913.39</u>
TOTAL LIABILITIES & EQUITY	<u><u>674,038.57</u></u>

10/05/20

Central Vermont Regional Planning Commission
Executive Committee
 As of August 31, 2020

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	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
ACCD							
ACCD 20	2,622.25	-	-	(44,186.75)	38,618.94	(2,945.56)	Journal entry needed to clean up
ACCD 21							
Core	7,710.50	-	9,000.24	-	-	16,710.74	
Municipal Planning	8,647.54	-	5,348.22	-	-	13,995.76	
Municipal Training	-	-	787.05	-	-	787.05	
Regional Planning/Act 250 Sec 248	1,415.66	-	1,827.59	-	-	3,243.25	
ACCD 21 - Other	-	-	63,918.38	-	-	63,918.38	
Total ACCD 21	17,773.70	-	80,881.48	-	-	98,655.18	Advance and retainage to be applied
CNU Housing Bylaw	-	-	-	-	171.55	171.55	Contract for stipend; overage to ACCD
Total ACCD	20,395.95	-	80,881.48	(44,186.75)	38,790.49	95,881.17	
Barre Town							
Road Erosion Inventory	4,995.90	-	-	-	-	4,995.90	
Total Barre Town	4,995.90	-	-	-	-	4,995.90	Advance to be applied
Berlin							
Berlin Better Roads FY 20	-	-	-	5,710.62	1,368.38	7,079.00	
Total Berlin	-	-	-	5,710.62	1,368.38	7,079.00	Invoices sent at project completion on 12/31/2020
Cabot							
MPG Cabot Trail Planning	-	-	-	-	15,320.40	15,320.40	
Total Cabot	-	-	-	-	15,320.40	15,320.40	Invoices sent on 9/29/20
Calais	-	-	-	1,996.25	-	1,996.25	Dues - paid on 9/9/20
Clean Water Act CCRPC							
Clean Water							
Implementation	233.87	145.99	335.89	412.33	396.40	1,524.48	
Oversight	97.32	48.66	121.58	48.61	114.01	430.18	
Tactical Basin Planning	170.32	510.96	1,071.56	1,710.78	98.64	3,562.26	
Total Clean Water	501.51	705.61	1,529.03	2,171.72	609.05	5,516.92	
Total Clean Water Act CCRPC	501.51	705.61	1,529.03	2,171.72	609.05	5,516.92	Invoices sent on 9/30/2020
Cross VT Trail	-	-	-	-	1,200.00	1,200.00	Annual fee - paid on 9/20/2020
Department of Environmental Conservation							
Moretown Elem SW Final Design	1,133.31	-	97.32	274.83	2,257.36	3,762.82	Product based. In final invoice prep.
Woodbury Elem/Fire	188.17	-	79.66	619.26	3,059.41	3,946.50	Product based. In final invoice prep.
Total Department of Environmental Conservation	1,321.48	-	176.98	894.09	5,316.77	7,709.32	
Department of Public Safety							
EMPG Supplemental							
WiFi	856.51	-	-	-	-	856.51	Awaiting contract; then will invoice thru 9/30/2020
Total EMPG Supplemental	856.51	-	-	-	-	856.51	

10/05/20

Central Vermont Regional Planning Commission
Executive Committee
 As of August 31, 2020

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	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
LHMP Montpelier & Calais	404.40	-	591.78	158.51	3,486.71	4,641.40	Invoices sent on 9/27/2020
Total Department of Public Safety	1,260.91	-	591.78	158.51	3,486.71	5,497.91	
EMPG							
EMPG 19							
COVID	951.03	-	2,165.56	2,621.24	14,638.58	20,376.41	
LEMP	93.00	-	155.00	170.41	1,419.97	1,838.38	
Response	-	-	15.51	-	1,822.02	1,837.53	
Technical Assistance	850.39	-	1,648.39	2,327.83	14,903.19	19,729.80	
Total EMPG 19	1,894.42	-	3,984.46	5,119.48	32,783.76	43,782.12	
Total EMPG	1,894.42	-	3,984.46	5,119.48	32,783.76	43,782.12	Invoices sent on 9/29/2020
Fayston	-	-	-	1,668.75	-	1,668.75	Dues - typically pays wihtin 60 days
Forest Parks and Recreation							
Forest Integrity	39.76	-	877.27	1,004.59	2,493.33	4,414.95	
Total Forest Parks and Recreation	39.76	-	877.27	1,004.59	2,493.33	4,414.95	Awaiting final invoice changes
LEPC SERC							
LEPC 20	780.02	-	607.42	1,185.17	2,014.63	4,587.24	
LEPC 21	77.51	-	-	-	-	77.51	
Total LEPC SERC	857.53	-	607.42	1,185.17	2,014.63	4,664.75	Approved by LEPC. Pending submission to SERC.
Marshfield							
Marshfield Better Roads FY 20	-	-	-	-	905.00	905.00	
Total Marshfield	-	-	-	-	905.00	905.00	Invoices sent at project completion on 12/31/2020
Misc Income	-	-	-	-	500.00	500.00	Research in progress; payment may have been miscredited.
Montpelier	-	-	-	-	511.30	511.30	Paid on 9/29/2020
Moretown	-	-	-	2,083.75	-	2,083.75	Paid on 9/9/2020
NEIWPCC							
Berlin SW Final Design							
Task 2 - Kickoff Meeting & 60 Percent Des	-	-	-	-	18,030.32	18,030.32	
Task 3 - 90 Percent Designs	-	-	-	-	10,557.90	10,557.90	
Task 4 - 100 % Designs & Final Budg	-	-	-	11,375.85	729.02	12,104.87	
Total Berlin SW Final Design	-	-	-	11,375.85	29,317.24	40,693.09	
Total NEIWPCC	-	-	-	11,375.85	29,317.24	40,693.09	Pending review before submission.
Northwest Regional Comm'n							
Municipal Grants in Aid	2,168.54	-	2,050.64	1,240.92	7,129.53	12,589.63	
Total Northwest Regional Comm'n	2,168.54	-	2,050.64	1,240.92	7,129.53	12,589.63	Sent 7/28/2020. Anticipate payment in January 2021.

10/05/20

Central Vermont Regional Planning Commission
Executive Committee
 As of August 31, 2020

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	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
Orange							
Orange Better Back Roads FY18	-	-	-	-	6,617.68	6,617.68	
							Sent 1/31/2020. Payment inquiry via email 8/7 with no response. 2nd inquiry 9/24 via phone with no response. 3rd call then inquire through Regional Commissioner.
Total Orange	-	-	-	-	6,617.68	6,617.68	
Plainfield	-	-	-	1,575.00	-	1,575.00	Dues - typically pays in 60 days
Southern Windsor Regional Comm'n							
D/I Block Grant							
Berlin Town Office Construction	839.91	1,015.18	121.58	-	-	1,976.67	
Woodbury/Calais Program Delivery	1,095.50	501.36	1,021.66	1,203.14	458.36	4,280.02	
Total D/I Block Grant	1,935.41	1,516.54	1,143.24	1,203.14	458.36	6,256.69	
Total Southern Windsor Regional Comm'n	1,935.41	1,516.54	1,143.24	1,203.14	458.36	6,256.69	In final invoice prep.
Two Rivers Ottauquechee Comm'n							
TRORC 604b	-	3,636.00	-	-	-	3,636.00	
Total Two Rivers Ottauquechee Comm'n	-	3,636.00	-	-	-	3,636.00	Paid on 9/9/2020
VAPDA_	-	-	-	-	475.04	475.04	Paid on 9/9/2020
Vermont Dept of Taxes							
LGER	11,276.49	-	-	-	-	11,276.49	
Total Vermont Dept of Taxes	11,276.49	-	-	-	-	11,276.49	Time-based; invoices sent 9/30/2020 and 01/30/2021
VTrans							
TPI							
TPI Admin	2,836.59	-	2,889.04	2,649.83	5,264.75	13,640.21	
TPI Coordination	1,469.74	-	3,576.30	2,774.71	3,547.90	11,368.65	
TPI Long Range	2,727.15	-	1,855.20	2,775.93	4,215.69	11,573.97	
TPI Other Watershed	1,200.04	-	1,980.90	(5,493.75)	2,035.17	(277.64)	
TPI Project Develop	615.83	-	402.39	244.62	986.45	2,249.29	
TPI SRP	8,159.17	-	4,593.46	3,612.09	2,509.27	18,873.99	
							Invoices submitted through June. July & August pending review before submission.
Total TPI	17,008.52	-	15,297.29	6,563.43	18,559.23	57,428.47	
VTrans - Other	-	-	(0.01)	-	-	(0.01)	Rounding difference to be adjusted
Total VTrans	17,008.52	-	15,297.28	6,563.43	18,559.23	57,428.46	
Waitsfield							
Road Erosion Inventory	1,093.48	-	2,411.54	-	-	3,505.02	
							Invoice after completion of field work then project end on 12/31/2020
Total Waitsfield	1,093.48	-	2,411.54	-	-	3,505.02	
Warren	-	-	-	2,102.50	-	2,102.50	Paid on 9/9/2020
Washington							
Washington Better Roads FY 20	22.57	-	5,456.87	-	278.28	5,757.72	Invoice at project end; anticipated 12/31/2020
Washington - Other	-	-	-	1,272.50	-	1,272.50	Dues - pays ~Jan 1 annually
Total Washington	22.57	-	5,456.87	1,272.50	278.28	7,030.22	

10/05/20

Central Vermont Regional Planning Commission
Executive Committee
As of August 31, 2020

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	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Notes
Waterbury							
Waterbury Better Roads FY 20	-	-	-	-	7,835.60	7,835.60	Invoice at project end; anticipated for Oct 2020
Waterbury - Other	-	-	-	6,427.50	-	6,427.50	Paid on 9/9/2020
Total Waterbury	-	-	-	6,427.50	7,835.60	14,263.10	
Watershed Consulting_							
WCA P3 Acre							
1. Coor/Site Selection	-	-	-	-	470.42	470.42	
2. Engage/Report	24.33	-	-	476.74	912.99	1,414.06	
Total WCA P3 Acre	24.33	-	-	476.74	1,383.41	1,884.48	
Total Watershed Consulting_	24.33	-	-	476.74	1,383.41	1,884.48	Final invoice changes in progress
Williamstown							
Local HMP	-	-	283.26	-	762.00	1,045.26	672 balance due when VEM issues APA; considerably over budget (staff change)
Williamstown Better Back Roads FY18	-	-	-	-	7,513.85	7,513.85	Invoice sent 7/1. 9/24 inquired via phone & resent invoice.
Total Williamstown	-	-	283.26	-	8,275.85	8,559.11	
Woodbury	-	-	-	1,110.00	-	1,110.00	Paid on 9/9/2020
TOTAL	64,796.80	5,858.15	115,291.25	11,153.76	185,630.04	382,730.00	

Paid Time Off Liability Balances

As of August 31, 2020

COMPENSATORY TIME

Employee	Pay Rate	Hours	Current Value	Maximum Hours ¹	Maximum Accrual ¹
Andrews, A.	21.11	1.50	\$ 31.67		
Chartrand, N.	25.50	10.37	\$ 264.44		
DeAndrea, P.	27.75	0.25	\$ 6.94		
Juodisius, E.	13.00	0.00	\$ -		
Maia, Z	22.07	0.00	\$ -		
Rock, Clare	32.92	5.50	\$ 181.06		
Vinson, Grace	23.08	4.50	\$ 103.86		
Waninger, B.	42.47	92.50	\$ 3,928.48		
		114.62	\$ 4,516.43		

SICK LEAVE

Employee	Pay Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	21.11	160.79	\$ 3,394.28	360	\$ 7,599.60
Chartrand, N.	25.50	146.20	\$ 3,728.10	163	\$ 4,146.30
DeAndrea, P.	27.75	29.60	\$ 821.40	288	\$ 7,992.00
Maia, Z.	22.07	109.00	\$ 2,405.63	128	\$ 2,824.96
Rock, Clare	32.92	122.35	\$ 4,027.76	199	\$ 6,544.50
Vinson, Grace	23.08	42.25	\$ 975.13	72	\$ 1,661.76
Waninger, B.	42.47	360.00	\$ 15,289.20	360	\$ 15,289.20
		970.19	\$ 30,641.50	1,569	\$ 46,058.32

VACATION LEAVE

Employee	Pay Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	21.11	250.66	\$ 5,291.43	280	\$ 5,910.80
Chartrand, N.	25.50	102.47	\$ 2,612.99	112	\$ 2,856.00
DeAndrea, P.	27.75	75.49	\$ 2,094.85	160	
Maia, Z	22.07	34.03	\$ 751.04	111	\$ 2,442.49
Rock, Clare	32.92	12.17	\$ 400.64	128	\$ 4,211.13
Vinson, Grace	23.08	45.28	\$ 1,045.06	61	\$ 1,400.26
Waninger, B.	42.47	200.00	\$ 8,494.00	200	\$ 8,494.00
		720.10	\$ 20,690.01	1,051	\$ 25,314.68

SUMMARY

	Current	Maximum
Total Paid Time Off Liability	\$ 55,847.94	\$ 75,889.43
Maximum versus Current Difference	\$ 20,041.49	Percent of Max 74%

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

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

Paid Time Off Liability Balances

As of July 31, 2020

COMPENSATORY TIME

Employee	Pay Rate	Hours	Current Value	Maximum Hours ¹	Maximum Accrual ¹
Andrews, A.	21.11	0.00	\$ -		
Chartrand, N.	25.50	13.12	\$ 334.56		
DeAndrea, P.	27.75	0.25	\$ 6.94		
Juodisius, E.	13.00	0.00	\$ -		
Maia, Z	22.07	0.13	\$ 2.87		
Rock, Clare	32.92	5.25	\$ 172.83		
Vinson, Grace	23.08	1.25	\$ 28.85		
Waninger, B.	42.47	49.75	\$ 2,112.88		
		69.75	\$ 2,658.93		

SICK LEAVE

Employee	Pay Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	21.11	154.29	\$ 3,257.06	360	\$ 7,599.60
Chartrand, N.	25.50	142.10	\$ 3,623.55	157	\$ 4,008.60
DeAndrea, P.	27.75	24.70	\$ 685.43	288	\$ 7,992.00
Maia, Z.	22.07	103.75	\$ 2,289.76	120	\$ 2,648.40
Rock, Clare	32.92	117.55	\$ 3,869.75	194	\$ 6,386.48
Vinson, Grace	23.08	35.50	\$ 819.34	64	\$ 1,477.12
Waninger, B.	42.47	360.00	\$ 15,289.20	360	\$ 15,289.20
		937.89	\$ 29,834.09	1,543	\$ 45,401.40

VACATION LEAVE

Employee	Pay Rate	Hours	Current Value	Maximum Hours ²	Maximum Accrual
Andrews, A.	21.11	277.33	\$ 5,854.44	280	\$ 5,910.80
Chartrand, N.	25.50	97.80	\$ 2,493.90	112	\$ 2,856.00
DeAndrea, P.	27.75	67.49	\$ 1,872.85	160	
Maia, Z	22.07	27.36	\$ 603.84	104	\$ 2,288.00
Rock, Clare	32.92	8.17	\$ 268.96	128	\$ 4,211.13
Vinson, Grace	23.08	38.61	\$ 891.12	54	\$ 1,239.17
Waninger, B.	42.47	200.00	\$ 8,494.00	200	\$ 8,494.00
		716.76	\$ 20,479.09	1,037	\$ 24,999.09

SUMMARY

	Current		Maximum
Total Paid Time Off Liability	\$ 52,972.11		\$ 73,059.42
Maximum versus Current Difference	\$ 20,087.31	Percent of Max	73%

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

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

11:24 AM
10/02/20
Accrual Basis

Central Vermont Regional Planning Commission
Profit & Loss Budget vs. Actual
July through August 2020

	Jul - Aug 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 · ACCD	34,736.80	269,323.00	(234,586.20)	12.9%
4200 · Community Development	-	9,875.00	(9,875.00)	0.0%
4300 · Fee for Services	2,000.00	5,900.00	(3,900.00)	33.9%
4400 · Municipal Contracts	14,263.62	50,708.00	(36,444.38)	28.13%
4500 · Natural Resources	10,263.46	251,524.00	(241,260.54)	4.08%
4600 · Public Safety	20,473.01	83,634.00	(63,160.99)	24.48%
4700 · Town Dues (Parent)	79,875.00	79,875.00	-	100.0%
4800 · Transportation	36,524.99	258,888.00	(222,363.01)	14.11%
4900 · Other Income	5,044.62	485.00	4,559.62	1,040.13%
Total Income	203,181.50	1,010,212.00	(807,030.50)	20.11%
Gross Profit	203,181.50	1,010,212.00	(807,030.50)	20.11%
Expense				
5000 · Wages and Fringe Benefits				
5001 · Personnel	51,777.16	400,403.00	(348,625.84)	12.93%
5100 · Fringe Benefits	31,992.16	148,883.00	(116,890.84)	21.49%
5000 · Wages and Fringe Benefits - Other	-	-	-	0.0%
Total 5000 · Wages and Fringe Benefits	83,769.32	549,286.00	(465,516.68)	15.25%
5200 · Professional Services				
5201 · Accounting	10,000.00	65,000.00	(55,000.00)	15.39%
5202 · Audit	-	7,950.00	(7,950.00)	0.0%
5203 · IT/Computer	75.00	3,700.00	(3,625.00)	2.03%
5204 · Legal	-	3,000.00	(3,000.00)	0.0%
5205 · Videography	-	1,925.00	(1,925.00)	0.0%
5206 · Professional Services - Other	22.00			
5200 · Professional Services - Other	-	5,680.00	(5,680.00)	0.0%
Total 5200 · Professional Services	10,097.00	87,255.00	(77,158.00)	11.57%
5305 · Advertising	1,136.13	1,486.00	(349.87)	76.46%
5310 · Cleaning	80.00			
5315 · Consultants	1,897.00	191,797.00	(189,900.00)	0.99%
5320 · Depreciation expense	-	6,000.00	(6,000.00)	0.0%
5325 · Copy	583.20	4,984.00	(4,400.80)	11.7%
5330 · Supplies - Office				
5331 · Equipment/Server	146.10	10,800.00	(10,653.90)	1.35%
5332 · GIS Supplies	-	1,600.00	(1,600.00)	0.0%
5333 · Office Supplies	555.82	4,500.00	(3,944.18)	12.35%
5334 · Billable Supplies	1.25	1,290.00	(1,288.75)	0.1%
5335 · Subscriptions/Publications	19.00	1,544.00	(1,525.00)	1.23%
5330 · Supplies - Office - Other	94.84	2,000.00	(1,905.16)	4.74%
Total 5330 · Supplies - Office	817.01	21,734.00	(20,916.99)	3.76%
5344 · Insurance				
5345 · Liability Insurance	-	1,738.00	(1,738.00)	0.0%
5346 · Public Officials Insurance	-	2,448.00	(2,448.00)	0.0%
Total 5344 · Insurance	-	4,186.00	(4,186.00)	0.0%
5350 · Meetings/Programs	-	15,208.00	(15,208.00)	0.0%
5355 · Postage	35.42	2,050.00	(2,014.58)	1.73%

11:24 AM
10/02/20
Accrual Basis

Central Vermont Regional Planning Commission
Profit & Loss Budget vs. Actual
July through August 2020

	Jul - Aug 20	Budget	\$ Over Budget	% of Budget
5360 · Dues/Memberships/Sponsorships				
5361 · Government Relations	863.64	3,454.56	(2,590.92)	25.0%
5360 · Dues/Memberships/Sponsorships - Other	1,161.36	8,320.44	(7,159.08)	13.96%
Total 5360 · Dues/Memberships/Sponsorships	2,025.00	11,775.00	(9,750.00)	17.2%
5370 · Office Occupancy	-	49,663.00	(49,663.00)	0.0%
5375 · Software/Licenses/IT Sub	550.00	10,516.00	(9,966.00)	5.23%
5380 · Fees	16.00			
5385 · Telephone/Internet	1,110.77	7,426.00	(6,315.23)	14.96%
5390 · Travel	1,739.80	15,106.00	(13,366.20)	11.52%
5999 · Miscellaneous Expenses	-	1,800.00	(1,800.00)	0.0%
8000 · Indirect Costs	-			
Total Expense	103,856.65	980,272.00	(876,415.35)	10.6%
Net Ordinary Income	99,324.85	29,940.00	69,384.85	331.75%
Net Income	99,324.85	29,940.00	69,384.85	331.75%



MEMO

Date: September 28, 2020
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Contract/Agreement Approvals

GRANTS & SERVICE AGREEMENTS

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

Pg 21

Vermont Department of Taxes – Local Government Expense Reimbursement

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

Scope of Work: Oversee and assist Vermont's 10 additional Regional Planning Commissions in providing technical assistance to units of local government in identifying and documenting eligible COVID-19 expenses pursuant to Act 137 of 2020, Section 7, COVID-19 Expense Reimbursement; Local Government. More specifically, the technical assistance includes:

- Collect, research, and distribute accurate Frequently Asked Questions;
- Assist individual units of local government in correctly completing the Local Government Expense Reimbursement application;
- Assist individual units of local government in correctly identifying, tracking, and submitting documentation of COVID-19 eligible expenses; and
- Provide guidance and recommendations to the Department of Taxes in evaluating eligible expenses.

Funding:

Grant Amount: \$150,000 (federal funds)
Match Amount: None

Performance Period: 08/07/20 – 12/30/20

Staff: Bonnie Waninger, Clare Rock, Grace Vinson

Notes: CVRPC will pass through ~\$125,000 to other RPCs.

Pg 37

Cross Vermont Trails Association - Administrative Services Amendment 1

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

Scope of Work: Payroll services, office space, and other services on a fee for service basis or free of charge as mutually agreed to in advance and in writing by both parties.

Contract Amount: \$~~1,200~~ \$4,800

Performance Period: 01/01/18 – ~~09/30/20~~ 09/30/21

Staff: Contracted Accountant (primary), Bonnie Waninger

Notes:

- a) Because the Executive Committee authorized signature of the original agreement, it should authorize signature of amendments, regardless of contract value.
- b) The value of this agreement was reported as the annual cost. The full four-year value has been included above.
- c) The original agreement end date was designed to coincide with the terms of CVRPC's office space lease. This amendment continues CVRPC services for one year.

Pg 38

Southern Windsor County Regional Planning Commission – Design/Implementation Block Grant, Berlin Town Office & Garage Stormwater Implementation Amendment 1

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

Scope of Work:

- Construct a gravel wetland with a forebay to remove excess sediment and a series of flow-through cells that maximize the flow path of water in the gravel wetland through the usage of berms, baffles, and islands, and
- Install a filter strip and vegetated buffer along the northwest edge of the site to reduce runoff velocity, allow sediment to settle from the water, and allow for plant absorption as runoff moves through the vegetated area.

Funding:

Grant Amount: \$82,152 (state funds)

Match Amount: \$980 (town cash and in-kind)

Performance Period: 01/06/20 – 12/01/21

Staff: Pam DeAndrea (primary), Bonnie Waninger

Notes: The amendment adds funding for cost increases reflective of the project bids.

CONTRACTS

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

Pg 39**Town of Berlin - Stormwater Mitigation Construction, Berlin Town Offices Amendment #1**

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

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: \$65,065

In-kind match: \$980

Contract Total: \$66,045

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

Staff: Pam DeAndrea (primary), Bonnie Waninger

Note: The amendment adds funding for cost increases reflective of the project bids.

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

None.

CONTRACTS**Town of Woodbury – Town Plan**

Scope of Work: Preparation of a comprehensive update to the Town's Municipal Plan

Contract Amount: \$11,352

Performance Period: 10/01/20 – 09/30/21

Staff: Zachary Maia (primary), Clare Rock, Ashley Andrews, Planning Technician

Notes: None.

Town of Duxbury – Better Roads FY20

Scope of Work: Complete a road erosion inventory in compliance with the Municipal Roads General Permit.

Contract Amount: \$6,400

Performance Period: 07/0/20 – 12/31/21

Staff: Ashley Andrews (primary), Planning Technicians

Notes: None.

Town of Moretown – Better Roads FY20

Scope of Work: Complete a road erosion inventory in compliance with the Municipal Roads General Permit.

Contract Amount: \$8,000

Performance Period: 07/0/20 – 12/31/21

Staff: Ashley Andrews (primary), Planning Technicians

Notes: None.

Town of Plainfield – Better Roads FY20

Scope of Work: Complete a road erosion inventory in compliance with the Municipal Roads General Permit.

Contract Amount: \$5,594

Performance Period: 07/0/20 – 12/31/21

Staff: Ashley Andrews (primary), Planning Technicians

Notes: None.

MEMORANDA OF AGREEMENT

A Memorandum of Agreement (MOA) is a document written between parties to cooperatively work together on an agreed upon project or to meet an agreed upon objective. The purpose of an MOA is to have a written formal understanding of the agreement between parties. An MOA details the obligations and commitments of the parties and allocates and minimizes each party's risks. It can be referred to as a contract and is legally binding.

CVRPC requests that municipalities and project partners making match commitments sign an MOA with CVRPC when CVRPC applies for funding and a municipality or partner commits to providing match to the project. When in-kind match is involved, the MOA commits the in-kind match partner to provide cash match if the partner is unable to meet its in-kind match. This reduces CVRPC's risk of needing to cover a partner's match with CVRPC cash or in-kind services should the partner be unsuccessful in meeting its match commitment.

Town of Waitsfield – Emerald Ash Borer Preparedness and Management Plan

Scope of Work: Complete an inventory of ash trees in the public right-of-way and assist the municipality to develop a Emerald Ash Borer Preparedness and Management Plan.

Match Commitment: \$1,266

Intended Match: Cash and In-kind service of Town staff and volunteers

Performance Period: 09/21/20 – 09/30/21

Staff: Ashley Andrews, Planning Technicians, and Grace Vinson

Note: The inventory and mapping are funded through CVRPC's Transportation Planning Initiative agreement with VTrans. The Preparedness and Management Plan is funded through CVRPC's Emergency Management Performance Grant with VEM. The match is intended for TPI.

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Taxes (hereinafter called “State”), and Central Vermont Regional Planning Commission with a principal place of business in Montpelier, Vermont, (hereinafter called “Contractor”). Contractor’s form of business organization is regional planning commission. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of providing assistance to units of local government on the requirements for grant eligibility of Coronavirus Relief Funds under Act 137 of 2020. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$150,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on August 07, 2020 and end on December 30, 2020.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

5A. **Sole Source Contract for Services.** This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of 16 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment D – State of Vermont – Federal Terms Supplement (Non-Construction) for all Contracts and Purchases of Products and Services Connected with 2020 Pandemic

9. ***Order of Precedence.*** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D (State of Vermont – Federal Terms Supplement)
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

E-SIGNED by Craig Bolio
Signature: on 2020-08-31 15:40:25 EDT

Signature: _____

Name: Craig Bolio

Name: Bonnie Waninger

Title: Commissioner

Title: Executive Director

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall: oversee and assist Vermont's 10 additional Regional Planning Commissions (RPCs) with whom it subcontracts (Addison County Regional Planning Commission, Bennington County Regional Commission, Chittenden County Regional Planning Commission, Lamoille County Planning Commission, Northeastern Vermont Development Association, Northwest Regional Planning Commission, Rutland Regional Planning Commission, Southern Windsor County Regional Planning Commission, Two Rivers-Ottawaquechee Regional Commission, and Windham Regional Commission) in providing technical assistance to units of local government in identifying and documenting eligible COVID-19 expenses pursuant to Act 137 of 2020, Section 7, COVID-19 Expense Reimbursement; Local Government.

This work will make use of guidance from the US Treasury, FEMA's Public Assistance program, and the State of Vermont as well as supplemental guidance developed under this contract. The RPCs will work cooperatively with each other and with the State during the project, including in the development of training materials, delivery of trainings, and deployment of assistance. Contractor will additionally be responsible for overall fulfillment of contractual responsibilities, including invoicing and reporting.

The work to be completed by the RPCs and overseen by Contractor covers four key areas:

- (1) Collection, research, and distribution of accurate Frequently Asked Questions;
- (2) Assistance for individual units of local government in correctly completing the Local Government Expense Reimbursement application;
- (3) Assistance for individual units of local government in correctly identifying, tracking, and submitting documentation of COVID-19 eligible expenses; and
- (4) Provision of guidance and recommendations to the Department of Taxes in evaluating eligible expenses.

Deliverables**Task 1: Development of Training Materials**

Contractor will work with the State and its sister RPCs through the Vermont Agency of Planning and Development Agencies to develop training materials and deliver trainings to assist units of local government to submit the initial application. This includes ensuring completion of the following tasks:

- a. Designating an expert team from one or more RPCs to develop the presentation and training materials
- b. Ensuring the ability of the State and other RPCs to participate in the development and review of the materials.
- c. Organizing and holding a "train the trainer" event by August 19, 2020 that all RPCs will attend prior to delivering their own region-specific trainings.

Task 2: Training

Contractor will ensure delivery by all 11 RPCs of an application training session in each region to assist municipalities in the development to the initial application, due September 4, 2020. This training session will be held by August 24, 2020. At least one member of the expert team is expected to participate in each

training, potentially to deliver core training elements, and to ensure consistency of trainings across the state. Trainings will be held online and should seek to include representatives from as many units of local government in the region as possible.

Task 3: Development and Updates of Frequently Asked Questions

Contractor will work with the State and its sister RPCs through the Vermont Agency of Planning and Development Agencies to collect, research, and distribute accurate Frequently Asked Questions (FAQ). This includes ensuring completion of the following tasks:

- a. Designating an expert team from one or more RPCs to develop an initial list of Frequently Asked Questions and to research and develop responses to the questions.
- b. Ensuring the ability of the State and other RPCs to participate in the development and review of the FAQ.
- c. Hosting, at minimum, monthly web-based meetings with RPCs and the State to share and discuss new and emerging questions and to facilitate shared learning that furthers technical assistance and development of guidance and recommendations for evaluating eligible expenses.
- d. Ensuring the expert team updates the FAQ at least monthly.
- e. Providing an updated FAQ to the State monthly by the 15th of each month for posting to the State's Local Government Expense Reimbursement grant program website.

Task 4: Program Technical Assistance

Contractor will coordinate delivery of technical assistance to units of local government for Act 137. At a minimum, RPCs will deliver 1:1 and regional assistance that aids entities to consider expenses they may have incurred, identify which expenses might be eligible, document those costs in program-eligible formats (formats TBD), and submit documented expenses through the State's online portal by December 15, 2020. If deemed beneficial to local government units, technical assistance may include additional regional or statewide training sessions.

Task 5: Evaluation Guidance and Recommendations to the State

Contractor will work with the State and its sister RPCs through the Vermont Agency of Planning and Development to provide guidance and recommendations to the Department of Taxes in evaluating eligible expenses. This includes ensuring completion of the following tasks:

- a. Coordinating with the Vermont Department of Public Safety and other State agencies regarding other CRF funding sources that may fund local government unit expenses.
- b. Coordinating with the Department of Taxes regarding clarification of US Treasury and other federal guidance.
- c. Creating guidance (checklist/scoring rubric) for evaluating eligible expenses.

Task 6: Reporting

Contractor will submit a mid-term and final performance report summarizing activities completed under this agreement by October 31, 2020 and January 31, 2021. The report will include measures of the following outputs:

- a. Number of units of local government requesting technical assistance by county.
- b. Type of assistance provided by RPC by county.
- c. Brief stories that reflect the value of the reimbursement program and COVID-19 response to units of local government, State of Vermont, Vermont Legislature, and the federal government.

The mid-term report also will include any issues encountered and recommended changes to work for the next reporting period. The final report also will describe examples of how the RPC assistance lead to more accurate grant applications and ensured more compliance with state and federal requirements.

Task	Deliverable	Deadline
1	Training materials and RPC training	August 19, 2020
2	11 regional trainings	August 24, 2020
3	Frequently asked questions	August 27, 2020 and updated monthly thereafter by the 15 th of the month
4	Program technical assistance	December 30, 2020
5	Guidance and recommendations for evaluating eligible expenses	December 30, 2020
6	Mid-term report and invoice Final report and invoice	October 31, 2020 (for services through September 30 th) January 31, 2021 (for services through December 30 th)

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: tax.invoices@vermont.gov with a copy to jill.remick@vermont.gov. If hard copy is necessary, invoices should be mailed to Vermont Department of Taxes Attn: Jill Remick, 133 State Street, Montpelier, VT 05633-1401.

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

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

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

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

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

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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

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

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

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

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

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent

applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

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

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

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

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

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

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

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

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the

nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

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

27. Termination:

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

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

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

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

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

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

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

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

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

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

(End of Standard Provisions)

ATTACHMENT D - STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**for all Contracts and Purchases¹
of Products and Services Connected with 2020 Pandemic****BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

¹ These terms, developed by the Vermont Attorney General's Office, are to be included, without any changes, in all contracts, and any amendments to contracts, intended or expected to be used in connection with the State of Vermont's response to the 2020 Pandemic. THESE TERMS ARE ALSO TO BE USED AND ADDED FOR **ANY TRANSACTIONS**, SUCH AS BUT NOT ONLY PURCHASE ORDERS, TAKING PLACE UNDER AN EXISTING CONTRACT, IF THE PURCHASE IS FOR THE PANDEMIC AND IF THERE IS ANY POTENTIAL DOUBT AS TO WHETHER THE OVERLYING CONTRACT HAS THESE TERMS. These terms and conditions shall also be added in instances in which a purchase without formal contract is otherwise duly authorized.

6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
 - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
 - c. No compensation will be allowed for items eliminated from the Contract.
 - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.

- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

**CROSS VERMONT TRAILS ASSOCIATION
ADMINISTRATIVE SERVICES AGREEMENT
with
Central Vermont Regional Planning Commission
AMENDMENT #1**

This is AMENDMENT #1 for an agreement for services between the Cross Vermont Trails Association (CVTA) and Central Vermont Regional Planning Commission (hereinafter called "CVRPC"). The subject matter of this Agreement is to provide administrative services.

V. TERM AND TERMINATION

- A. This Agreement shall begin on January 1, 2018 and terminate on September 30, 2020.

Is amended to read:

V. TERM AND TERMINATION

- A. This Agreement shall begin on January 1, 2018 and terminate on September 30, 2021.

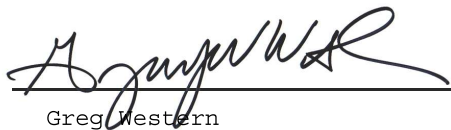
All other terms and conditions of this Agreement not hereby amended shall remain unchanged and in full force and effect.

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

CROSS VERMONT TRAILS ASSOCIATION

**CENTRAL VERMONT
REGIONAL PLANNING COMMISSION**

By:



Name: Greg Western

Title: Executive Director

Date: 8/31/2020

By:



Name: Bonnie Waninger

Title: Executive Director

Date: 06/02/20

**SOUTHERN WINDSOR COUNTY REGIONAL PLANNING COMMISSION
AMMENDMENT #1 TO
STANDARD SUB-GRANT AGREEMENT
#CVRPC-2019DIBG-02**

This AMENDMENT to contract #CVRPC-2019DIBG-02(Contract), dated June 9, 2020, by and between the Southern Windsor County Regional Planning Commission (SWCRPC) and Central Vermont Regional Planning Commission shall be made effective on this 14th day of September, 2020, for the purposes of revisions to Attachment B: Payment Provisions- Project Budget Table. This is the first Amendment to the Contract. The Contract amendment is as follows:

Attachment B – Payment Provisions

Budget Category (\$)	Project Budget Amount*	Funding Amount Requested	Total Match Provided
1 – Program Delivery Costs**	\$6,166 \$7,417	\$6,166 \$7,417	
2 – Project Implementation			
2a - Project Costs for Design and/or Implementation (MS4 – match 50%)			
2b - Project Costs for Design and/or Implementation (non – MS4)	\$62,930 \$75,715	\$61,950 \$74,735	\$980
Total	\$69,096 \$83,132	\$68,116 \$82,152	\$980

Estimated Project Completion Date is anticipated by: October 31, 2021 _____
(please do not use program end date)

All other language in the Contract remains the same.

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

SOUTHERN WINDSOR COUNTY
REGIONAL PLANNING COMMISSION

SUB-GRANTEE

Signature: _____

Signature: _____

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

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____



Central Vermont Regional Planning Commission

AGREEMENT AMENDMENT

PARTY: Town of Berlin

AGREEMENT #: 2020-02

AGREEMENT AMENDMENT #: 1

EFFECTIVE DATE: 10/09/20

SUBJECT: Agreement #2020-02, entered into by the Central Vermont Regional Planning Commission, and by the Town of Berlin, is amended as follows:

1. Attachment B: Budget and Payment Provisions is amended as follows:

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		\$65,065	\$980	\$66,045
Other				
Total Costs		\$65,065	\$980	\$66,045
Percentage of Total		99%	1%	

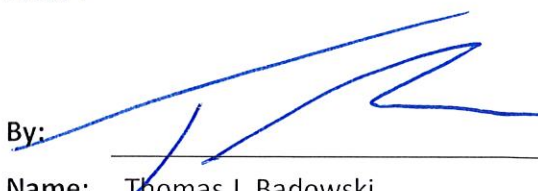
All other terms and conditions of this Agreement not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Agreement #2020-02 in its entirety and agrees to be bound by the provisions enumerated therein.

**CENTRAL VERMONT
REGIONAL PLANNING COMMISSION**

By: _____
Name: Bonnie Waninger
Title: Executive Director
Date: _____

PARTY

By:  _____
Name: Thomas J. Badowski
Title: Assistant Town Administrator
Date: 9/21/20



MEMO

Date: September 14, 2020
 To: Executive Committee
 From: Bonnie Waninger, Executive Director
 Re: Budget adjustment for CVRPC FFY 2020 TPI Work Program and Budget

✉ ACTION REQUESTED: Approve the second budget adjustment to CVRPC's FFY 20 Transportation Planning Initiative work program and budget.

CVRPC must adjust its FFY20 Transportation Planning Initiative (TPI) agreement to bring task allocations in line with current spending trends. VTrans no longer allows overages on tasks even if the total budget is less than or equivalent to the award. No changes are required for the Work Program.

Funds in Task 1 were increased to reflect staffing changes and increased travel expenses due to COVID-19 health and safety recommendations. Funds in Task 4 were increased for to complete additional field inventories. Funds for Task 3 and 5 were reduced to accommodate the increases. Exhibits 2-3-4 reflect the adjusted budget. Items in red text on Exhibit 4 show specific areas where staff hours or expenses have been adjusted.

Summary of budget amounts by task:

Task	Task Description	Approved Amount	Amended	Difference	% Change
Task 1	Administration	\$21,787	\$30,785	\$8,998	41.30%
Task 2	Public Participation & Coordination	\$45,854	\$46,537	\$683	1.49%
Task 3	Long Range Planning	\$94,660	\$67,571	(\$27,089)	-28.62%
Task 4	Short Range Planning	\$55,729	\$75,005	\$19,276	34.59%
Task 5	Project Development	\$15,094	\$13,226	(\$1,868)	-12.38%
Task 6A	Other Planning - VT Culverts	\$3,398	\$3,398	\$0	0.00%
Task 6B	Other Planning - Watershed Planning	\$22,377	\$22,377	\$0	0.00%
	TOTAL	\$258,899	\$258,899	\$0	

The following budget changes from the current FFY20 budget include:

Task 1 – Program Administration: Reallocation of hours to staff to reflect staffing changes and an increase in expenses due to COVID-19 health and safety recommendations for field activities.

Task 2 – Public Participation and Coordination: Minimal changes due to reallocation of hours.

Task 3 – Long Range Planning: Reduction of staff hours as Green Mountain Transit (GMT) Board Chair duties and other RPC/GMT coordination activities were substantially reduced as GMT focused on COVID-19 response.

Task 4 – Short Range Planning: Increased staff hours. Hired two additional Planning Technicians to assist with field inventories, primarily bridge and culvert inventories for multiple towns. Removed consultant funds for ash tree inventories. The new Planning Technicians will allow CVRPC to complete this activity.

Task 5 – Project Development Planning: Reduced to reflect actuals trends.

Task 6A – Other Planning Activities (VT Culverts): No change.

Task 6B – Other Planning Activities (Watershed Planning): No change.

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

Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$30,785
Task 2	Public Participation and Coordination	\$46,537
Task 3	Long Range Transportation Planning	\$67,571
Task 4	Short Range Transportation Planning	\$75,005
Task 5	Project Development Planning	\$13,226
Task 6A	VOBCIT Technical Support	\$3,398
Task 6B	Watershed Planning activities	\$22,377
Total		\$258,899

Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY20	Total Hours	Total Cost
Executive Director	\$58.93	559	\$32,916
Program Manager	\$39.53	387	\$15,316
GIS Senior Planner I	\$45.24	352	\$15,914
GIS Planner I	\$35.00	867	\$30,345
Land Use Senior Planner III	\$36.96	123	\$4,546
Office Manager	\$34.23	74	\$2,533
Emerg Mngmt Asst Plan I	\$28.82	126	\$3,631
Land Use Asst Planner II	\$25.08	254	\$6,370
Planning Technician I	\$13.99	58	\$811
Planning Technician II	\$13.99	130	\$1,819
Total		2,930	\$114,202

Indirect Costs		115.13%	Total Hours	Total Cost
RPC Staff Position	of Hourly Rate			
Executive Director	\$67.85		559	\$37,896
Program Manager	\$45.51		387	\$17,634
GIS Senior Planner I	\$52.08		352	\$18,322
GIS Planner I	\$40.30		867	\$34,936
Land Use Senior Planner III	\$42.55		123	\$5,234
Office Manager	\$39.41		74	\$2,916
Emerg Mngmt Asst Plan I	\$33.18		126	\$4,181
Land Use Asst Planner II	\$28.87		254	\$7,334
Planning Technician I	\$16.11		58	\$934
Planning Technician II	\$16.11		130	\$2,094
Total			2,930	\$131,481

Direct Costs	Total Cost
Contractual	\$0
Travel	\$3,600
Supplies	\$2,000
Equipment	\$0
Meetings	\$2,000
Data & References	\$0
Postage	\$50
Copy/Print	\$0
Advertising	\$600
Total	\$8,250

Fund Allocation			
Task	Task Description	CVRPC Share ¹	VTrans Share ²
Task 1	Program Administration	\$3,078	\$27,706
Task 2	Public Participation and Coordination	\$4,654	\$41,884
Task 3	Long Range Transportation Planning	\$6,757	\$60,814
Task 4	Short Range Transportation Planning	\$7,501	\$67,505
Task 5	Project Development Planning	\$1,323	\$11,903
Task 6A	VOBCIT Technical Support	0	\$3,398
Task 6B	Watershed Planning activities	0	\$22,377
Subtotal by Share		\$23,312	\$235,587
Agreement Total			\$253,933

Notes:

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

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

Executive Committee

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

Exhibit 4: Time-Task-Cost Summary

A. Personnel (Hours)													
		Bonnie	Dan	Pam	Ashley	Clare	Nancy	Grace	Zach	Ashlynn/Elena	Samantha	Alexandra	
Task #	Task Description	Exec Director	Transpo Program Mngr	GIS Sr Planner I	GIS Planner I	Land Use Sr Planner II	Office Manager	Emerg Mngmt Planner II	Land Use Asst Plan II	Planning Tech I	Planning Tech II	Planning Tech III	Total Hours
1	Administration	62	17	6	112	1	32	1	32	1	0	0	264
2	Public Participation & Coordination	65	137	20	175	75	12	50	30	0	0	0	564
3	Long Range Transportation Planning	366	83	40	65	35	5	5	30	10	0	0	639
4	Short Range Transportation Planning	30	70	110	480	0	15	45	80	45	165	130	1,170
5	Project Development Planning	35	22	12	15	12	5	25	32	0	0	0	158
6A	VOBCIT Technical Support		40										40
6B	Watershed Planning activities	1	20	164	20		5		50	2			262
	Total	559	387	352	867	123	74	126	254	58	165	130	3,095
Sept-June budgeted hrs		139	75	558	383	18	383	383	86		2025	2025	

B. Direct Costs (\$)¹

Task #	Task Description	Contractual	Travel	Supplies	Equipment	Meetings	Data/Ref	Postage	Copy/Print	Advertising	Total
1	Administration		\$3,600	\$2,000		\$2,000	\$0	\$50		\$600	\$8,250
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning	\$0									\$0
5	Project Development Planning										\$0
6A	VOBCIT Technical Support										\$0
6B	Watershed Planning activities		\$0	\$0		\$0					\$0
	Total	\$0	\$3,600	\$2,000	\$0	\$2,000	\$0	\$50	\$0	\$600	\$8,250

C. Cost Proposal Summary (\$)

Task #	Task Description	Exec Director	Transpo Program Mngr	GIS Sr Planner I	GIS Planner I	Land Use Sr Planner II	Office Manager	Emerg Mngmt Planner II	Land Use Asst Plan II	Planning Tech I	Planning Tech II	Planning Tech III	Total Personnel	Indirect	Direct	Total Costs
	Hourly Rate	\$58.93	\$39.53	\$45.24	\$35.00	\$36.96	\$34.23	\$28.82	\$25.08	\$13.99	\$13.99	\$13.99				
1	Administration	\$3,654	\$652	\$271	\$3,920	\$37	\$1,095	\$29	\$803	\$14	\$0	\$0	\$10,475	\$12,060	\$8,250	\$30,785
2	Public Participation & Coordination	\$3,830	\$5,396	\$905	\$6,125	\$2,772	\$411	\$1,441	\$752	\$0	\$0	\$0	\$21,632	\$24,905	\$0	\$46,537
3	Long Range Transportation Planning	\$21,542	\$3,281	\$1,810	\$2,275	\$1,294	\$171	\$144	\$752	\$140	\$0	\$0	\$31,409	\$36,161	\$0	\$67,571
4	Short Range Transportation Planning	\$1,768	\$2,747	\$4,976	\$16,800	\$0	\$513	\$1,297	\$2,006	\$630	\$2,308	\$1,819	\$34,865	\$40,140	\$0	\$75,005
5	Project Development Planning	\$2,063	\$880	\$543	\$525	\$444	\$171	\$721	\$803	\$0	\$0	\$0	\$6,148	\$7,078	\$0	\$13,226
6A	VOBCIT Technical Support	\$0	\$1,580	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,580	\$1,819	\$0	\$3,398
6B	Watershed Planning activities	\$59	\$781	\$7,409	\$700	\$0	\$171	\$0	\$1,254	\$28	\$0	\$0	\$10,402	\$11,976	\$0	\$22,377
	Total	\$32,916	\$15,316	\$15,914	\$30,345	\$4,546	\$2,533	\$3,631	\$6,370	\$811	\$2,308	\$1,819	\$116,511	\$134,139	\$8,250	\$258,899

115.13% Indirect Rate												Total Employee Indirect			
Indirect per employee		\$37,896	\$17,634	\$18,322	\$34,936	\$5,234	\$2,916	\$4,181	\$7,334	\$934		\$2,094	\$131,481		

Notes

¹ Contractual: Audit services, engineering services as needed for problem evaluation, professional editor

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

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

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

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

Data / Ref: Reference materials

Postage: Large packages, special mailings

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

Advertising: Advertising, legal notices

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT MINUTES
August 31, 2020 Meeting

Present:

☒ Julie Potter
☒ Dara Torre
☒ Gerry D'Amico

☒ Laura Hill-Eubanks
☒ Steve Lotspeich

☒ Michael Gray
☒ Janet Shatney

Staff: Bonnie Waninger, Nancy Chartrand, Zachary Maia

Guests: Ahsan Ijaz (The Ijaz Group)

Call to Order

Chair Hill-Eubanks called the meeting to order at 4:02 pm.

Adjustments to the Agenda

None

Public Comment

None

Financial Report

B. Waninger introduced Ahsan Ijaz of The Ijaz Group. Waninger noted the FY20 financials are almost complete (95%), and the bottom line should not change drastically. A. Ijaz provided an overview of the financial reports which included year-end earnings of \$148,138.66. It was noted that accounts receivable is running high at \$357,915.24 due to a backlog in billing. Cash, including reserves, is at \$266,501.60; and total liabilities is at \$194,026.17.

Ijaz highlighted the type of work that has been needed other than direct invoicing since initiating services. He advised there was a lot inconsistency in the books month to month. This needed to be reconciled and confirmed along with journal entries needing completion. He noted recommendations have been made for streamlining this process going forward. Waninger advised we will not have our indirect rate for next year until the FY20 books are closed and ready for audit. She anticipates the rate may decrease.

There was question as to the receivables over 90 days and the subsequent risk of not receiving these payments. There was clarification that some receivables noted at 90+ days may not have been sent for payment yet due to specific contract/grant requirements. Waninger advised it is less likely we would not be paid and more likely we will have program audit findings. J. Potter asked how close we are to getting invoicing caught up and getting bills sent. Ijaz advised all invoices are prepared and being reviewed and adjusted at this time. They should be wrapped up the end of this week, the FY20 books closed by the end of next week, and all July invoices finalized.

1
2 There was also question as to why the Northwest Regional Commission invoicing was not anticipated to
3 have payment until January 2021. Waninger advised they have specific dates to get an invoice in. If that
4 is missed the invoice isn't processed until the next invoicing round. Also, payment is very slow.

5
6 Hill-Eubanks thanked Ijaz for his participation.

7
8 Waninger requested review of the PTO liabilities noting that she had a significant amount of
9 compensatory time due to coverage needs. This resulted in a sizable compensatory pay out. She
10 anticipates this rate of accrual will reduce after two staff return to their regular hours in early
11 September. Sick leave balances have started to decrease, but vacation balances are increasing for some
12 staff members. Several staff cancelled planned vacations due to COVID.

13
14 Hill-Eubanks asked if we had a plan to look at the personnel policy as it relates to compensatory time. It
15 was noted that the Personnel Policy Review Committee had begun policy review and halted its meeting
16 due to COVID and the impact to staff availability. Potter noted that compensatory time has been a
17 discussion in the past and questioned if hiring a transportation planner should be reconsidered.
18 Waninger noted that she had reviewed her hours and tasks. The compensatory time was primarily
19 COVID response and administrative work rather than transportation. All staff have adjusted their
20 workloads to address COVID and transportation needs. Waninger noted CVRPC will have three planning
21 technicians through September and hope to employ one or more of them through December. This will
22 help shift staff duties. After Senior Planners resume regular hours September, Waninger's workload
23 should return to normal.

24
25 Potter noted this needs monitoring. She said historically the Committee has seen these liability balances
26 once or twice per year. She inquired if it is possible to step up the frequency for Executive Committee to
27 see liability balances, i.e. monthly. Waninger noted balances are provided to the Committee quarterly,
28 with the exception of this past April due to COVID. Staff will provide the balances monthly as hours are
29 closed out for the month (i.e. August 31 provided at October meeting).

30 31 **Contract/Agreement Authorization**

32 33 Agency of Commerce and Community Development – ACCD Local and Regional Planning FY21

34 Waninger advised this is an annual contract, with no dramatic changes this year. The contract amount
35 changes year to year based on the formula used to distribute funds to Regional Planning Commissions.
36 CVRPC usually decreases by 3-5% every year; this year it maintained its percentage. There was a caveat
37 to the agreement in that if Legislature cuts funding an amendment will be forthcoming.

38
39 There was question if it is usual to get the contract after the fiscal year has already started. Waninger
40 said that can happen. ACCD needs CVRPC's financial report before they release our retainage. There
41 also was a question if CVRPC was able to adequately complete last year's contract with COVID
42 interruptions. Waninger said all but one deliverable was met. A consultation with Cabot was not
43 completed due to Stay Home/Stay Safe./ Cabot requested it be rescheduled. CVRPC may have
44 carryover funds.

1
2 *G. D'Amico moved to authorize the Executive Director to sign the agreement; S. Lotspeich seconded.*
3 *Motion carried.*

4
5 Southern Windsor County Regional Planning Commission – Design/Implementation Block Grant, Calais
6 and Woodbury Stormwater Designs, Amendment 1

7 Waninger noted the Committee had discussed this contract last month. She noted the change was on
8 page 45, #11 “Subconsultants”, which is a tax certification requirement that must be included in all
9 subcontracts.

10
11 *D. Torre moved to authorize the Executive Director to sign the agreement amendment; M. Gray*
12 *seconded. Motion carried.*

13
14 Hill-Eubanks directed the Committee to the information in the packet related to informational only
15 contracts and inquired if there were any questions. Waninger commented that CVRPC does not have a
16 contract with the Vermont Department of Taxes yet, but it should be forthcoming soon.

17
18 **Revised FFY21 Transportation Planning Initiative Work Program and Budget**

19 Waninger advised that VTrans found an error in our work program and budget (transposed numbers)
20 which resulted in more funds being available. Also, it recommended language be refined to be more
21 specific on certain projects and to strike language that is outdated.

22
23 There was question about Page 53, #17, update transportation element of regional plan, and whether
24 this means producing a draft or adoption. Adoption was not specific in the work plan; therefore, it is a
25 draft that is anticipated to be completed. Zach currently is working on this element in conjunction with
26 Ashley and Clare. It will go to the TAC and Regional Plan Committee before the Executive Committee
27 and Commission.

28
29 *J. Potter moved to approve the revised CVRPC FFY21 Transportation Planning Initiative work program*
30 *and budget; J. Shatney seconded. Motion carried.*

31
32 **Barre Town Plan Energy Certification**

33 Zachary Maia joined for this discussion. Waninger advised Barre Town requested approval of its newly
34 adopted municipal plan and requested a Certificate of Energy Compliance. The Municipal Plan Review
35 Committee (MPRC) met and is recommending approval of the plan and confirmation of the Town's
36 planning process. It did not recommend issuance of a Certificate of Energy Compliance. It continued
37 the hearing to allow the Town time to include a required map related to existing energy generation.

38
39 Maia provided an overview of CVRPC staff involvement in creating a draft energy plan together with
40 Barre Town in 2017. He noted there was a subsequent review this spring of the draft Municipal Plan
41 with comment on apparent formatting errors as related to the energy-related maps that were included
42 in the plan. The original maps were resent; however, a one-to-one map review was not conducted to
43 ensure all original maps were in the plan draft due to the formatting errors.

1 Clarification was requested on the following issues: Did CVRPC provide all the maps in March and did
2 the maps CVRPC provided have all the required details? Maia advised there are two separate issues.
3 CVRPC did provide the maps in March. At the MPRC meeting, it was noted that there some sites on the
4 existing energy generation map that were missing.

5
6 Clarification also was requested as to what Barre Town's understanding was of what CVRPC's process
7 would be. It was clarified that the hearing was continued so the issue could be sorted out. It is
8 anticipated that the MPRC will make a decision at the hearing before the Board meeting and make a
9 recommendation to the Board. There was question if an option could be the Board approves their
10 municipal plan and planning process, but holds on the energy element so the Town can rewarn hearings
11 and have the energy element approved separately by CVRPC. Maia said yes. He clarified the MPRC has
12 already recommended to approve the plan and the planning process.

13
14 Waninger note that if the Board makes a negative determination on the Energy element, the Town
15 could appeal to the Natural Resources Board.

16
17 After significant discussion, Hill-Eubanks advised that it appears CVRPC does not have much of an option
18 other than to ask the Town to readopt the plan. A memorandum should be completed to inform the
19 Board of the issue and should clearly outline how the energy certification works. She noted that
20 regardless of whether Barre Town decides to amend the plan to allow for an energy certification, the
21 plan is still valid with an energy element that can be used for Section 248 projects. The Board memo
22 should also include an outline of what is involved in doing the reviews an objective timeline of what
23 occurred; and a reference to the Executive Committee packet with all the back-up documentation.

24 25 **Special Meeting Request**

26 Waninger advised three municipalities may arrive for plan approval before September 30th. Because
27 Municipal Planning Grant applications are due October 1st, waiting until the October Board meeting to
28 act on the recommendation of the Municipal Plan Review Committee may preclude municipalities from
29 being able to apply for grants. It was noted that the Board can choose to assign the Executive
30 Committee to act on the recommendations, or the Board can hold a special meeting date for the Board
31 to act on the recommendations.

32
33 Lotspeich advised he believes the full Board needs to do Municipal Plan approvals rather than the
34 Executive Committee. Discussion ensued regarding timing of hearings, etc. Staff clarified that this
35 discussion is intended to line up dates in advance so that if the plans are received in time, meetings and
36 hearing notices will be in place to consider approval before September 30th.

37
38 Previously, the Board has issued approval pending no substantive changes for municipal plans. In these
39 cases, staff reviews the final adopted plan for changes, and if there are no substantive changes, sends
40 the municipality a letter confirming approval. It was noted this is not the preferred process. Maia
41 advised he reviewed plans for Barre City and Fayston and provided comments. Duxbury's draft has only
42 had a preliminary review.

43
44 Hill-Eubanks suggested asking the Board to hold a special meeting. The meeting would need to be held
45 September 21 – 29. September 23rd or 24th are idea with a backup of the 28th. The Committee

1 concurred that this should be discussed at the Board meeting. If quorum cannot be achieved, it should
2 be requested that the Board allow the Executive Committee to make a decision.

4 **Semi-Annual Personnel Review**

5 Waninger requested guidance as to how the Committee wants to proceed with regard to the options
6 outlined. Hill-Eubanks advised it was discussed at the last review that they wanted to see a progress
7 report on goals with an outline of future goals. It was further suggested that such a progress report
8 should not take an extensive amount of time as this is meant to be an informal review. Waninger will
9 bring a progress report to the October meeting.

11 **Consent Items**

12 *G. D'Amico moved to approve the August 3, 2020 minutes; J. Shatney seconded. Motion carried.*

14 **Commission Meeting Agenda**

15 The Committee discussed whether Berlin's presentation should be delayed to allow sufficient time for
16 the Barre Town Plan and energy Compliance discussion and the discussion regarding a potential special
17 meeting. It was concluded that Berlin's presentation should be moved to a later meeting. Waninger
18 advised she would contact Berlin and explain the need for postponement. This should not delay Berlin
19 in submitting an application or obtaining designation.

21 It was suggested to move the Municipal Plan Approval item to 7:00 pm, follow that with a special
22 meeting scheduling discussion; and moving Berlin's presentation to October.

24 *J. Potter moved to approve the agenda as amended, moving the Berlin Town Center discussion to a later
25 meeting; M. Gray seconded. Motion carried.*

27 **Executive Session**

28 It was determined an executive session was not necessary.

30 **Adjourn**

31 *D. Torre moved to adjourn at 5:59 pm; J. Shatney seconded. Motion carried.*

33 Respectfully submitted,

35 Nancy Chartrand, Office Manager

**BOARD OF COMMISSIONERS****October 13, 2020 at 6:30 pm*****Remote Participation via GoToMeetings¹***

Join via computer, tablet or smartphone: <https://global.gotomeeting.com/join/552444045>

Dial in via phone²: (872) 240-3212; Access Code: 552-444-045

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

<https://global.gotomeeting.com/install/552444045>

Page AGENDA

- 6:30³ Adjustments to the Agenda**
Public Comments
- 6:35 Berlin New Town Center & Neighborhood Development Area, Clare Rock, CVRPC, Brandy Saxton, PlaceSence, Karla Nuissl, Planning Commission Chair, Tom Badowski, Assistant Town Manager (enclosed)**
Presentation about New Town Center (NTC) and Neighborhood Development Area (NDA) designations; Berlin NTC and NDA planning efforts; and Regional Plan compatibility.
- 7:35 Legislative Update**
- 7:50 Regional Plan Amendment(enclosed)⁴**
a) Public hearing
b) Potential action to adopt the Amendment
- 8:15 Meeting Minutes – September 8, 2020 (enclosed)⁴**
- 8:20 Reports (enclosed)**
Update/questions on Staff, Director, and Committee Reports
- 8:30 Adjournment**

Next Meeting: November 10, 2020

¹ Persons with disabilities who require assistance or special arrangements to participate in programs or activities are encouraged to contact Nancy Chartrand at 802-229-0389 or chartrand@cvregion.com at least 3 business days prior to the meeting for which services are requested.

² Dial-in numbers are toll numbers. Fees may be charged dependent on your phone service.

³ Times are approximate unless otherwise advertised.

⁴ Anticipated action item.