



## EXECUTIVE COMMITTEE

**July 6, 2021 at 4:00 p.m.**

***Physical Location:* 29 Main Street, Suite 4, Montpelier**

(Facial coverings required for in-person participation)

***Remote Participation via Zoom<sup>1</sup>***

Join via computer, tablet or smartphone: Join Zoom Meeting

<https://us02web.zoom.us/j/85475230458?pwd=UGRrZFZLOGltdGZLVFc1S3JxM20vZz09>

Dial in via phone: +1 929 436 2866; Meeting ID: 854 7523 0458 | Passcode: 668781

Download the app at least 5 minutes before the meeting starts: <https://zoom.us/download>

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

### Page AGENDA

	<b>4:00<sup>2</sup></b>	<b>Adjustments to the Agenda</b>
		<b>Public Comment</b>
2	<b>4:05</b>	<b>Financial Report</b> (enclosed) <sup>3</sup>
16	<b>4:20</b>	<b>FFY22 Transportation Planning Initiative Work Plan and Budget</b> <i>Christian Meyer</i> (enclosed) <sup>3</sup>
29	<b>4:40</b>	<b>Contract/Agreement Authorization</b> (enclosed) <sup>3</sup>
	<b>4:55</b>	<b>Bylaw Work Group Update</b>
62	<b>5:05</b>	<b>Office Updates</b> (enclosed)
66	<b>5:25</b>	<b>Job Description Adoption</b> (enclosed) <sup>3</sup>
70	<b>5:35</b>	<b>Meeting Minutes – May 3, 2021</b> (enclosed) <sup>3</sup>
74	<b>5:40</b>	<b>Commission Meeting Agenda</b> (enclosed) <sup>3</sup>
	<b>5:50</b>	<b>Adjourn</b>

**Next Meeting: August 2, 2021**

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

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

<sup>3</sup> Anticipated action item.



## MEMO

Date: June 29, 2021  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Financial Report as of 05/31/21

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☒ **ACTION REQUESTED:** Accept May 31, 2021, unaudited financial reports.

**FY21 Summary:** As of 06/29/21, CVRPC's Net Income for the eleven months ended May 31, 2021, is \$95,185. The fiscal year to date Net Income is in line with expectations. In FY20, CVRPC had a YTD surplus of \$193,578 through 05/31/21, having earned a significant net income on one project and over recovered indirect costs. The indirect rate was adjusted downward in FY21 to avoid over recovery.

### Balance Sheet

- **Assets** – Billing is substantially complete through 05/31. A few invoices are in the review and finalization process. Aging receivables are at \$264,077, which is typical for CVRPC in recent months. Operating cash is \$137,526. CVRPC works to maintain at least \$100,000 in operating funds for cash flow purposes.
- **Current Liabilities** –
  - CVRPC maintained an average payable balance.
  - Accrued vacation and compensatory time balances are \$23,095 and \$28,298, respectively. Accrued vacation is expected to grow through June 30 then gradually reduce to "normal." Normal is ~\$19-22,000 value. With COVID precautions lifting, the staff is scheduling time off.
  - ACCD Deferred Income for FY21 stands at \$5,618. Other Deferred Income consists of LEPC # 5 Old funds of \$1,791. We are monitoring the ACCD balance as CVRPC is at risk for overspending. Staff has been requested to work on required tasks only.
- **Equity** – Equity is assets minus liabilities – the company's value. CVRPC's Total Equity as of 05/31/21 is \$549,594. It was \$482,894 and \$278,397 on the same date in 2020 and 2019, respectively. The increase in Total Equity represents CVRPC's successful efforts to improve its financial position since 2016.

- *Net Income* of \$95,185 reflects retainage of Town Dues earned in July 2020 and over recovery of indirect. Net Income will continue to decline through June 30. CVRPC lowered its indirect rate, so year-end anticipated administrative costs match the year-end cost recovery amount.

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

In reviewing income and expenses through 05/31/21, the benchmark used is a percentage of the budget expected to be earned/spent if all income/expenses were earned/spent equally over 12 months. The benchmark for 05/31 is 91.66%.

- *Income* – Total revenue stands at 83.47% earned, about 8% below the benchmark of 91.66%. Variances for Income reflect planned project paces. Exceptions are MARC Woodbury Church Street, EMPG, and TPI. The Woodbury project challenges have been discussed previously. EMPG work slowed due to the LGER project, and now ARPA. TPI has accelerated with the transportation planner position filled. CVRPC does not anticipate drawing down all available funds for both projects, which affects FY22 revenues.
- *Expenses* – Total expenses stand at 76.88%, below the benchmark of 91.66%. Wages, CVRPC's most significant expense, is under the budget at 80.58%. This reflects hours reductions by staff related to COVID-related child care needs and the employment date for the transportation planner. It will remain under budget with the vacant land use planner position. Consultants, the second-largest expense, is under budget at 53.92%, reflecting project progress. Equipment/furniture supply (5331) purchases occur in April-June annually. Another significant variance is the effect of remote work.

### **Financial Statement Acronyms & Abbreviations Guide**

604b	Planning funds originating in 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
CEDS	Comprehensive Economic Development Strategy
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
ERP	Ecosystem Restoration Program
FICA	Federal Insurance Contributions Act (federal payroll tax)
GIS	Geographic Information Systems (computer mapping/analysis program)

**Financial Statement Acronyms & Abbreviations Guide**

HMGP	Hazard Mitigation Grant Program
LCBP	Lake Champlain Basin Program
LGER	Local Government Expense Reimbursement
LEMP	Local Emergency Management Plan
LEPC SERC	Local Emergency Planning Committee 5's State Emergency Response Commission
LHMP	Local Hazard Mitigation Plan
MARC	Mount Ascutney Regional Commission (formerly Southern Windsor Co. RPC)
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)

11:41 AM  
06/29/21  
Accrual Basis

Central Vermont Regional Planning Commission  
**Balance Sheet**  
As of May 31, 2021

	<u>May 31, 21</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1001 · Community National Bank	137,526.63
1009 · Northfield Savings - Reserve	186,933.45
<b>Total Checking/Savings</b>	<u>324,460.08</u>
Accounts Receivable	
1200 · Accounts Receivable	264,077.19
<b>Total Accounts Receivable</b>	<u>264,077.19</u>
Other Current Assets	
1020 · Undeposited Funds	2,302.35
<b>Total Other Current Assets</b>	<u>2,302.35</u>
<b>Total Current Assets</b>	<u>590,839.62</u>
<b>Fixed Assets</b>	
1501 · Equipment	47,029.75
1502 · Equipment - Accum. Depreciation	-34,491.55
<b>Total Fixed Assets</b>	<u>12,538.20</u>
<b>Other Assets</b>	
1301 · Prepaid Expenses	19,097.27
1320 · Deposits	4,415.00
<b>Total Other Assets</b>	<u>23,512.27</u>
<b>TOTAL ASSETS</b>	<u><b>626,890.09</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
2000 · Accounts Payable	14,692.21
<b>Total Accounts Payable</b>	<u>14,692.21</u>
Credit Cards	
2010 · Peoples United Bank Visa	-88.10
<b>Total Credit Cards</b>	<u>-88.10</u>
Other Current Liabilities	
2102 · Accrued Vacation	23,095.14
2103 · Accrued Compensatory Time	28,298.21
2200 · Deferred Income	
2201 · ACCD	5,617.69
2203 · LEPC #5 Old Funds	1,791.04
<b>Total 2200 · Deferred Income</b>	<u>7,408.73</u>
2304 · Dependent Care Deductions	1,000.00
2306 · Pension Liability- Edward Jones	2,889.97
<b>Total Other Current Liabilities</b>	<u>62,692.05</u>
<b>Total Current Liabilities</b>	<u>77,296.16</u>
<b>Total Liabilities</b>	<u>77,296.16</u>

11:41 AM  
06/29/21  
Accrual Basis

Central Vermont Regional Planning Commission  
**Balance Sheet**  
As of May 31, 2021

	<u>May 31, 21</u>
Equity	
3100 · Unrestricted Net Position	
3150 · Designated for High Meadows	200.64
3100 · Unrestricted Net Position - Other	<u>278,594.85</u>
Total 3100 · Unrestricted Net Position	278,795.49
3300 · Invested in Fixed Assets	10,519.92
3900 · Retained Earnings	165,093.99
Net Income	<u>95,184.53</u>
Total Equity	<u>549,593.93</u>
TOTAL LIABILITIES & EQUITY	<u><u>626,890.09</u></u>

07/06/21

## Executive Committee

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11:43 AM  
06/29/21Central Vermont Regional Planning Commission  
A/R Aging Summary  
As of May 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES (Gray shading denotes payment received.)
<b>ACCD</b>							
ACCD 21	0.00	0.00	63,918.38	0.00	0.00	63,918.38	January 2021 invoice; payment anticipated by 07/09/21.
<b>Total ACCD</b>	0.00	0.00	63,918.38	0.00	0.00	63,918.38	
<b>Berlin</b>							
Berlin Better Roads FY 20	0.00	0.00	0.00	0.00	7,079.00	7,079.00	Project complete. Spoke with new Town Administrator 4/19. Second inquiry made.
<b>Total Berlin</b>	0.00	0.00	0.00	0.00	7,079.00	7,079.00	
<b>CCRPC</b>							
<b>CEDS</b>							
Engagement	450.16	251.58	0.00	0.00	0.00	701.74	
Planning	0.00	235.32	0.00	0.00	0.00	235.32	Quarterly invoice. Next invoice due for 06/30/21.
Profile/Strategy	2,584.31	3,219.61	0.00	0.00	0.00	5,803.92	
<b>Total CEDS</b>	3,034.47	3,706.51	0.00	0.00	0.00	6,740.98	
<b>Clean Water</b>							
Act 76	30.23	60.15	392.91	2,875.95	0.00	3,359.24	
Oversight/Report	2,082.27	225.60	238.99	590.14	0.00	3,137.00	
TBP Implement	465.50	1,377.07	2,600.57	4,132.75	0.00	8,575.89	Quarterly invoice. Next invoice due for 06/30/21.
TBP Planning	837.94	341.02	531.59	948.33	0.00	2,658.88	
<b>Total Clean Water</b>	3,415.94	2,003.84	3,764.06	8,547.17	0.00	17,731.01	
<b>Total CCRPC</b>	6,450.41	5,710.35	3,764.06	8,547.17	0.00	24,471.99	
<b>CVFiber - Fee for Service</b>							
CVF - Admin	411.54	0.00	372.34	0.00	0.00	783.88	Monthly invoice. May invoice sent 06/23/21.
<b>Total CVFiber - Fee for Service</b>	411.54	0.00	372.34	0.00	0.00	783.88	
<b>Department of Environmental Conservation</b>							
Moretown Elem SW Final Design	620.09	0.00	793.89	3,573.44	750.79	5,738.21	Product-based. Next invoice 06/30/21.
Woodbury Elem/Fire	45.36	0.00	30.23	151.15	784.28	1,011.02	Product-based. Next invoice 06/30/21.
<b>Total Department of Environmental Conservation</b>	665.45	0.00	824.12	3,724.59	1,535.07	6,749.23	
<b>Department of Public Safety</b>							
<b>EMPG Supplemental</b>							
COVID Response	311.85	0.00	490.90	478.13	3,489.23	4,770.11	
Planning	332.26	0.00	453.20	120.92	2,042.23	2,948.61	
Train/Collaborate	0.00	0.00	470.82	1,049.02	2,618.12	4,137.96	Quarterly invoice. March sent 05/07/21.
WiFi	0.00	0.00	0.00	0.00	2,014.33	2,014.33	
<b>Total EMPG Supplemental</b>	644.11	0.00	1,414.92	1,648.07	10,163.91	13,871.01	
<b>LHMP Montpelier &amp; Calais</b>	719.93	0.00	1,766.10	2,187.02	1,599.97	6,273.02	\$1,119 paid 06/14/21 (Feb 2021 invoice). Open balances reflect match funds to be paid by Calais and Montpelier after plans submitted to VEM.
<b>Total Department of Public Safety</b>	1,364.04	0.00	3,181.02	3,835.09	11,763.88	20,144.03	

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06/29/21

**Central Vermont Regional Planning Commission**  
**A/R Aging Summary**  
 As of May 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES (Gray shading denotes payment received.)
<b>EMPG</b>							
<b>EMPG 20</b>							
<b>LEMP</b>	498.88	0.00	861.70	574.46	290.45	2,225.49	
<b>REMC Transition</b>	0.00	0.00	755.39	45.36	180.34	981.09	Quarterly invoice. December 2020 invoice paid 06/14/21. March invoice sent 05/07/21.
<b>Response</b>	0.00	0.00	0.00	30.23	1,296.18	1,326.41	
<b>Technical Assistance</b>	2,302.34	0.00	1,537.51	1,611.76	6,521.66	11,973.27	
<b>Total EMPG 20</b>	2,801.22	0.00	3,154.60	2,261.81	8,288.63	16,506.26	
<b>Total EMPG</b>	2,801.22	0.00	3,154.60	2,261.81	8,288.63	16,506.26	
<b>Forest Parks and Recreation</b>							
<b>Forest Integrity</b>	1,223.70	0.00	1,418.53	868.90	1,219.79	4,730.92	Semi annual invoice. Next invoice due 06/30/21.
<b>Total Forest Parks and Recreation</b>	1,223.70	0.00	1,418.53	868.90	1,219.79	4,730.92	
<b>Friend of the Winooski River</b>							
<b>Water Wise Woodlands</b>	0.00	0.00	100.11	375.51	1,379.97	1,855.59	Quarterly invoice. December 2020 and March 2021 remain unpaid. Contacted FWR to inquire about payment; anticipate payment by 07/23/21.
<b>Total Friend of the Winooski River</b>	0.00	0.00	100.11	375.51	1,379.97	1,855.59	
<b>GIS Fee For Service</b>	0.00	0.00	0.00	0.00	236.06	236.06	
<b>LEPC SERC</b>							
<b>LEPC 21</b>	422.49	0.00	1,422.91	1,558.48	1,739.85	5,143.73	Quarterly invoice. March sent 05/20/21.
<b>LEPC Old Funds</b>	0.00	0.00	0.00	15.13	0.00	15.13	Holding for 06/30 invoice due to administrative efficiency.
<b>Total LEPC SERC</b>	422.49	0.00	1,422.91	1,573.61	1,739.85	5,158.86	
<b>Marshfield</b>							
<b>LHMP</b>	4,100.00	0.00	1,800.00	600.00	0.00	6,500.00	Milestone based.
<b>Total Marshfield</b>	4,100.00	0.00	1,800.00	600.00	0.00	6,500.00	
<b>Middlesex</b>							
<b>Capital Improvement Plan</b>	509.53	0.00	1,036.41	0.00	0.00	1,545.94	
<b>Walkable Middlesex MPM</b>	117.59	0.00	156.78	0.00	0.00	274.37	May sent 06/12/21.
<b>Zoning Update</b>	406.71	0.00	342.68	0.00	0.00	749.39	
<b>Total Middlesex</b>	1,033.83	0.00	1,535.87	0.00	0.00	2,569.70	
<b>Montpelier</b>							
<b>VOREC</b>	1,252.73	0.00	283.79	0.00	0.00	1,536.52	The City requested the full contract amount of \$3,000 be invoice; sent 07/01/21.
<b>Montpelier - Other</b>	2,500.00	0.00	0.00	0.00	0.00	2,500.00	Cash match for Local Hazard Mitigation Plan project.
<b>Total Montpelier</b>	3,752.73	0.00	283.79	0.00	0.00	4,036.52	
<b>Moretown</b>							
<b>Zoning Update</b>	826.97	0.00	2,878.60	0.00	0.00	3,705.57	Quarterly invoice. Next invoice due 06/30/21.
<b>Total Moretown</b>	826.97	0.00	2,878.60	0.00	0.00	3,705.57	
<b>Mount Ascutney Regional Commission</b>							
<b>DIBG - Berlin Town Office Construction</b>	200.01	665.22	65.18	94.42	68.50	1,093.33	162.92 paid 06/14/21. May invoice sent 06/22/21.

11:43 AM  
06/29/21

**Central Vermont Regional Planning Commission**  
**A/R Aging Summary**  
 As of May 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES (Gray shading denotes payment received.)
<b>DIBG - Woodbury Calais Final Design</b>							
Calais East Calais PO	0.00	0.00	6,843.50	0.00	0.00	6,843.50	
Calais Moscow Wds	0.00	0.00	6,843.50	0.00	0.00	6,843.50	May invoice sent 06/22/21.
Woodbury/Calais Program Delivery	399.58	251.30	319.02	0.00	0.00	969.90	
<b>Total DIBG - Woodbury Calais Final Design</b>	<b>399.58</b>	<b>251.30</b>	<b>14,006.02</b>	<b>0.00</b>	<b>0.00</b>	<b>14,656.90</b>	
<b>Total Mount Ascutney Regional Commission</b>	<b>599.59</b>	<b>916.52</b>	<b>14,071.20</b>	<b>94.42</b>	<b>68.50</b>	<b>15,750.23</b>	
<b>Northwest Regional Comm'n</b>							
<b>Municipal Grants in Aid</b>							
FY21 BMP	2,880.26	0.00	613.58	30.21	483.14	4,007.19	
FY21 Equipment	55.90	0.00	335.37	18.63	60.73	470.63	Quarterly invoice. March sent 04/14/21.
<b>Total Municipal Grants in Aid</b>	<b>2,936.16</b>	<b>0.00</b>	<b>948.95</b>	<b>48.84</b>	<b>543.87</b>	<b>4,477.82</b>	
<b>Total Northwest Regional Comm'n</b>	<b>2,936.16</b>	<b>0.00</b>	<b>948.95</b>	<b>48.84</b>	<b>543.87</b>	<b>4,477.82</b>	
<b>Orange</b>							
Trail Mapping	377.15	0.00	0.00	0.00	0.00	377.15	May sent 06/18/21.
<b>Total Orange</b>	<b>377.15</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>377.15</b>	
<b>Rutland Regional Comm'n</b>							
604b	173.80	0.00	82.68	60.96	47.22	364.66	Milestone based. Invoice at project end in mid-August 2021.
ARPA	971.13	0.00	0.00	0.00	0.00	971.13	Holding invoices until contract received.
<b>Total Rutland Regional Comm'n</b>	<b>1,144.93</b>	<b>0.00</b>	<b>82.68</b>	<b>60.96</b>	<b>47.22</b>	<b>1,335.79</b>	
<b>VTrans</b>							
<b>TPI</b>							
TPI Admin	1,505.73	1,540.48	0.00	1,319.70	0.00	4,365.91	
TPI Coordination	2,661.38	2,503.76	0.00	2,111.94	0.00	7,277.08	
TPI Long Range	1,136.68	1,795.78	0.00	2,665.41	0.00	5,597.87	
TPI Other TRPT	848.33	2,203.54	0.00	2,334.60	0.00	5,386.47	Fully paid as of 06/29/21.
TPI Project Develop	1,215.72	2,696.73	0.00	3,850.60	0.00	7,763.05	
TPI SRP	9,645.55	9,310.64	0.00	11,636.02	0.01	30,592.22	
<b>Total TPI</b>	<b>17,013.39</b>	<b>20,050.93</b>	<b>0.00</b>	<b>23,918.27</b>	<b>0.01</b>	<b>60,982.60</b>	
VTrans - Other	0.00	0.00	-0.01	0.00	-0.09	-0.10	
<b>Total VTrans</b>	<b>17,013.39</b>	<b>20,050.93</b>	<b>-0.01</b>	<b>23,918.27</b>	<b>-0.08</b>	<b>60,982.50</b>	
<b>Waitsfield</b>							
West Village Sidewalk MPM	529.12	0.00	0.00	0.00	0.00	529.12	Paid 06/21/21.
<b>Total Waitsfield</b>	<b>529.12</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>529.12</b>	
<b>Washington</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-0.50</b>	<b>-0.50</b>	
<b>Watershed Consulting_</b>							
<b>WCA P3 Acre</b>							
4. Mtg Coord	279.64	0.00	86.90	0.00	191.62	558.16	
5. Report	108.62	0.00	0.00	0.00	0.00	108.62	Project closed. Final invoice sent 06/22/21.
<b>Total WCA P3 Acre</b>	<b>388.26</b>	<b>0.00</b>	<b>86.90</b>	<b>0.00</b>	<b>191.62</b>	<b>666.78</b>	

07/06/21

## Executive Committee

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11:43 AM  
06/29/21Central Vermont Regional Planning Commission  
A/R Aging Summary  
As of May 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	NOTES (Gray shading denotes payment received.)
Total Watershed Consulting_	388.26	0.00	86.90	0.00	191.62	666.78	
Woodbury							
Plan Engagement	719.12	0.00	761.13	208.61	0.00	1,688.86	Product-based invoice. Next invoice due 06/30/21.
Woodbury Town Plan	1,611.74	0.00	3,277.63	1,813.92	3,076.70	9,779.99	Product-based invoice. Next invoice due 06/30/21.
Total Woodbury	2,330.86	0.00	4,038.76	2,022.53	3,076.70	11,468.85	
Worcester							
Plan Maps	0.00	0.00	43.46	0.00	0.00	43.46	Fee for Service. Paid 06/14/21.
Total Worcester	0.00	0.00	43.46	0.00	0.00	43.46	
TOTAL	48,371.84	26,677.80	103,926.27	47,931.70	37,169.58	264,077.19	

## Paid Time Off Liability Balances

As of 5/28/2021

## COMPENSATORY TIME

Employee	Wage Rate	Hours	Current Value	Maximum Hours <sup>1</sup>	Maximum Accrual <sup>1</sup>
Andrews, A.	23.01	0.00	\$ -		
Chartrand, N.	26.26	9.87	\$ 259.19		
DeAndrea, P.	28.59	0.00	\$ -		
Juodisius, E.	18.72	0.00	\$ -		
Meyer, C.	31.25	0.00	\$ -		
Rock, C.	28.60	3.50	\$ 100.10		
Vinson, G.	23.42	0.00	\$ -		
Waninger, B.	43.74	638.75	\$ 27,938.93		
		<b>652.12</b>	<b>\$ 28,298.21</b>		

## SICK LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours <sup>2</sup>	Maximum Accrual
Andrews, A.	23.01	124.29	\$ 2,859.91	360	\$ 8,283.60
Chartrand, N.	26.26	186.35	\$ 4,893.55	215	\$ 5,635.40
DeAndrea, P.	28.59	25.00	\$ 714.75	360	\$ 10,292.40
Meyer, C.	31.25	16.00	\$ 500.00	24	\$ 750.00
Rock, C.	28.60	162.70	\$ 4,653.22	253	\$ 7,247.24
Vinson, G.	23.42	57.75	\$ 1,352.51	144	\$ 3,372.48
Waninger, B.	43.74	360.00	\$ 15,746.40	360	\$ 15,746.40
		<b>932.09</b>	<b>\$ 30,720.34</b>	<b>1,716</b>	<b>\$ 51,327.52</b>

## VACATION LEAVE

Employee	Wage Rate	Hours	Current Value	Maximum Hours <sup>2</sup>	Maximum Accrual
Andrews, A.	23.01	255.88	\$ 5,887.80	280	\$ 6,442.80
Chartrand, N.	26.26	114.91	\$ 3,017.54	126	\$ 3,308.76
DeAndrea, P.	27.75	83.74	\$ 2,323.79	200	\$ 5,550.00
Meyer, C.	31.25	27.75	\$ 867.19	30	\$ 937.50
Rock, C.	28.60	31.50	\$ 900.90	160	\$ 4,576.00
Vinson, G.	23.42	57.64	\$ 1,349.93	117	\$ 2,732.41
Waninger, B.	43.74	200.00	\$ 8,748.00	200	\$ 8,748.00
		<b>771.42</b>	<b>\$ 23,095.14</b>	<b>1,113</b>	<b>\$ 32,295.47</b>

## SUMMARY

	Current	Maximum
<b>Total Paid Time Off Liability</b>	<b>\$ 82,113.69</b>	<b>\$ 111,921.20</b>
Maximum versus Current Difference	\$ 29,807.51	Percent of Max 73%

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

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

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Accrual Basis

Central Vermont Regional Planning Commission  
Profit & Loss Budget vs. Actual  
July 2020 through May 2021

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 · ACCD				
4101 · ACCD Direct	252,505.37	272,678.00	-20,172.63	92.6%
4102 · ACCD Match	-0.01			
4100 · ACCD - Other	0.00	0.00	0.00	0.0%
Total 4100 · ACCD	252,505.36	272,678.00	-20,172.64	92.6%
4200 · Community Development				
4201 · BCRC Regional Energy Plan	0.00	0.00	0.00	0.0%
4208 · Working Communities	5,000.00	5,000.00	0.00	100.0%
4210 · BCRC Regional Energy Implement	4,875.00	4,875.00	0.00	100.0%
4215 · CCRPC CEDS	21,658.52	25,000.00	-3,341.48	86.63%
4200 · Community Development - Other	0.00	0.00	0.00	0.0%
Total 4200 · Community Development	31,533.52	34,875.00	-3,341.48	90.42%
4300 · Fee for Services				
4302 · Cross VT Trail	0.00	1,200.00	-1,200.00	0.0%
4304 · GIS Mapping	802.58	4,500.00	-3,697.42	17.84%
4308 · WBRD Admin	4,000.00	4,000.00	0.00	100.0%
4310 · Town of Worcester	3,620.99			
4315 · CVFiber	1,690.13	2,500.00		
4320 · Town of Duxbury	1,021.11			
4325 · Orange Trail Mapping	377.15			
4300 · Fee for Services - Other	0.00	0.00	0.00	0.0%
Total 4300 · Fee for Services	11,511.96	12,200.00	-688.04	94.36%
4400 · Municipal Contracts				
4403 · Better Back Roads	20,697.42	20,716.00	-18.58	99.91%
4404 · Cabot Trails MPG 19	0.00			
4409 · Local Hazard Mitigation Plans	2,500.00			
4415 · Waitsfield Road Erosion Invent.	3,786.60	3,787.00	-0.40	99.99%
4430 · BT Road Erosion Inventory	6,498.77	6,498.00	0.77	100.01%
4435 · Town of Woodbury	13,743.53	11,727.00	2,016.53	117.2%
4440 · Town of Middlesex	9,863.23	11,424.00	-1,560.77	86.34%
4445 · Town of Moretown	6,132.39	5,280.00	852.39	116.14%
4450 · Town of Marshfield	6,500.00	8,499.00	-1,999.00	76.48%
4455 · Montpelier VOREC	1,536.52			
4460 · Town of Waitsfield	1,215.01			
4400 · Municipal Contracts - Other	0.00	2,300.00	-2,300.00	0.0%
Total 4400 · Municipal Contracts	72,473.47	70,231.00	2,242.47	103.19%
4500 · Natural Resources				
4501 · 604B Water Planning	4,000.66	3,636.00	364.66	110.03%
4505 · DEC Woodbury SW Final Design	0.00	0.00	0.00	0.0%
4506 · Forest Integrity	7,252.96	40,375.00	-33,122.04	17.96%
4512 · NEIWPCC Berlin SW Final Design	0.00	0.00	0.00	0.0%
4515 · MARC Clean Water Block Grant	0.00	0.00	0.00	0.0%
4516 · Tactical Basin Planning	27,910.51	30,024.00	-2,113.49	92.96%
4518 · WCA PublicPrivatePartnership-P3	666.78	3,792.00	-3,125.22	17.58%
4519 · MARC Design Imp. Block Grant	32,740.99	42,480.00	-9,739.01	77.07%
4520 · DEC Woodbury Elem/Fire SW F.D	14,403.82	28,799.00	-14,395.18	50.02%

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Accrual Basis

Central Vermont Regional Planning Commission  
Profit & Loss Budget vs. Actual  
July 2020 through May 2021

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
4521 · DEC Moretown School SW Fin Des	17,221.52	36,152.00	-18,930.48	47.64%
4525 · Friends of the Winooski River	1,855.59	2,195.00	-339.41	84.54%
4500 · Natural Resources - Other	0.00	0.00	0.00	0.0%
<b>Total 4500 · Natural Resources</b>	<b>106,052.83</b>	<b>187,453.00</b>	<b>-81,400.17</b>	<b>56.58%</b>
4600 · Public Safety				
4602 · EMPG	23,101.84	36,741.00	-13,639.16	62.88%
4607 · LEPC SERC	9,286.51	9,628.00	-341.49	96.45%
4609 · DPS Local Hazard Mitig. Plans	8,361.65	8,824.00	-462.35	94.76%
4611 · VEM Emergency Operation MOA	0.00	250.00	-250.00	0.0%
4615 · DPS EMPG	13,871.01	15,636.00	-1,764.99	88.71%
4620 · VDT LGER	115,745.17	113,676.00	2,069.17	101.82%
4600 · Public Safety - Other	0.00	2,500.00	-2,500.00	0.0%
<b>Total 4600 · Public Safety</b>	<b>170,366.18</b>	<b>187,255.00</b>	<b>-16,888.82</b>	<b>90.98%</b>
4700 · Town Dues (Parent)				
4701 · Town Dues	79,746.16	79,875.00	-128.84	99.84%
4702 · Town Dues Match	0.00			
<b>Total 4700 · Town Dues (Parent)</b>	<b>79,746.16</b>	<b>79,875.00</b>	<b>-128.84</b>	<b>99.84%</b>
4750 · Emergency Management				
4760 · RRPC ARPA	971.13			
<b>Total 4750 · Emergency Management</b>	<b>971.13</b>			
4800 · Transportation				
4803 · Grants in Aid	19,318.21	18,224.00	1,094.21	106.0%
4804 · TPI	191,805.65	262,459.00	-70,653.35	73.08%
<b>Total 4800 · Transportation</b>	<b>211,123.86</b>	<b>280,683.00</b>	<b>-69,559.14</b>	<b>75.22%</b>
4900 · Other Income				
4901 · Interest Income	288.86	295.00	-6.14	97.92%
4950 · Salaries To Be Allocated	0.00			
4955 · Indirect To Be Allocated	0.00			
4960 · Expenses To Be Allocated	0.00			
4999 · Miscellaneous Income	5,000.00	5,000.00	0.00	100.0%
<b>Total 4900 · Other Income</b>	<b>5,288.86</b>	<b>5,295.00</b>	<b>-6.14</b>	<b>99.88%</b>
<b>Total Income</b>	<b>941,573.33</b>	<b>1,130,545.00</b>	<b>-188,971.67</b>	<b>83.29%</b>
<b>Gross Profit</b>	<b>941,573.33</b>	<b>1,130,545.00</b>	<b>-188,971.67</b>	<b>83.29%</b>
<b>Expense</b>				
5000 · Wages and Fringe Benefits				
5001 · Personnel	388,931.90	489,209.00	-100,277.10	79.5%
5100 · Fringe Benefits				
5101 · FICA	29,416.57	37,292.00	-7,875.43	78.88%
5110 · Health Insurance	91,791.15	85,203.00	6,588.15	107.73%
5112 · Dental Insurance	4,828.20	5,660.00	-831.80	85.3%
5115 · Life Disability Insurance	2,455.06	3,234.00	-778.94	75.91%
5120 · Pension Plan - Edward Jones	15,463.30	19,047.00	-3,583.70	81.19%
5125 · Technology Stipend	2,931.88	3,440.00	-508.12	85.23%
5130 · Unemployment Insurance	578.00	590.00	-12.00	97.97%
5135 · Worker's Comp	3,102.13	3,394.00	-291.87	91.4%
5100 · Fringe Benefits - Other	0.00	0.00	0.00	0.0%
<b>Total 5100 · Fringe Benefits</b>	<b>150,566.29</b>	<b>157,860.00</b>	<b>-7,293.71</b>	<b>95.38%</b>
<b>5000 · Wages and Fringe Benefits - Other</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

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Accrual Basis

Central Vermont Regional Planning Commission  
Profit & Loss Budget vs. Actual  
July 2020 through May 2021

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
<b>Total 5000 · Wages and Fringe Benefits</b>	539,498.19	647,069.00	-107,570.81	83.38%
<b>5200 · Professional Services</b>				
5201 · Accounting	55,000.00	65,000.00	-10,000.00	84.62%
5202 · Audit	7,950.00	7,950.00	0.00	100.0%
5203 · IT/Computer	1,025.00	2,300.00	-1,275.00	44.57%
5204 · Legal	1,934.50	3,000.00	-1,065.50	64.48%
5205 · Videography	0.00	0.00	0.00	0.0%
5206 · Professional Services - Other	722.50	1,300.00	-577.50	55.58%
5200 · Professional Services - Other	0.00	0.00	0.00	0.0%
<b>Total 5200 · Professional Services</b>	66,632.00	79,550.00	-12,918.00	83.76%
5305 · Advertising	2,921.77	3,454.00	-532.23	84.59%
5315 · Consultants	139,895.88	234,242.00	-94,346.12	59.72%
5320 · Depreciation expense	4,728.76	4,800.00	-71.24	98.52%
5325 · Copy				
5326 · Copier extra copies	1,030.31	1,320.00	-289.69	78.05%
5327 · Copier Lease Payments	2,154.97	2,340.00	-185.03	92.09%
5325 · Copy - Other	0.00	0.00	0.00	0.0%
<b>Total 5325 · Copy</b>	3,185.28	3,660.00	-474.72	87.03%
5330 · Supplies				
5331 · Equipment/Furniture	3,956.59	4,080.00	-123.41	96.98%
5332 · GIS Supplies	0.00	500.00	-500.00	0.0%
5333 · Office Supplies	2,819.53	3,000.00	-180.47	93.98%
5334 · Billable Supplies	24.25	307.00	-282.75	7.9%
5335 · Subscriptions/Publications	689.88	1,411.00	-721.12	48.89%
5330 · Supplies - Other	0.00	0.00	0.00	0.0%
<b>Total 5330 · Supplies</b>	7,490.25	9,298.00	-1,807.75	80.56%
5344 · Insurance				
5345 · Liability Insurance	1,226.50	1,532.00	-305.50	80.06%
5346 · Public Officials Insurance	5,454.88	3,316.00	2,138.88	164.5%
<b>Total 5344 · Insurance</b>	6,681.38	4,848.00	1,833.38	137.82%
5350 · Meetings/Programs	1,973.11	2,900.00	-926.89	68.04%
5355 · Postage	920.86	1,105.00	-184.14	83.34%
5360 · Dues/Memberships/Sponsorships				
5361 · Government Relations	3,454.56	3,454.56	0.00	100.0%
5360 · Dues/Memberships/Sponsorships - Other	6,569.79	6,995.44	-425.65	93.92%
<b>Total 5360 · Dues/Memberships/Sponsorships</b>	10,024.35	10,450.00	-425.65	95.93%
5370 · Office Occupancy				
5310 · Cleaning	2,000.00	2,160.00	-160.00	92.59%
5371 · Rent/Utility Payments	38,851.45	42,383.00	-3,531.55	91.67%
5370 · Office Occupancy - Other	0.00	200.00	-200.00	0.0%
<b>Total 5370 · Office Occupancy</b>	40,851.45	44,743.00	-3,891.55	91.3%
5375 · Software/Licenses/IT Sub	7,988.63	12,327.00	-4,338.37	64.81%
5385 · Telephone/Internet	6,154.31	6,780.00	-625.69	90.77%
5390 · Travel	6,297.96	7,789.00	-1,491.04	80.86%
5999 · Miscellaneous Expenses				
5339 · Gifts	429.26	920.00	-490.74	46.66%
5380 · Fees				
5382 · Bank Fees	70.34			

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Accrual Basis

Central Vermont Regional Planning Commission  
**Profit & Loss Budget vs. Actual**  
July 2020 through May 2021

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
5383 · DRRA Fees	5.00			
5384 · Payroll Direct Deposit Fees	16.00			
5380 · Fees - Other	624.02	730.00	-105.98	85.48%
<b>Total 5380 · Fees</b>	<b>715.36</b>	<b>730.00</b>	<b>-14.64</b>	<b>98.0%</b>
5999 · Miscellaneous Expenses - Other	0.00	410.00	-410.00	0.0%
<b>Total 5999 · Miscellaneous Expenses</b>	<b>1,144.62</b>	<b>2,060.00</b>	<b>-915.38</b>	<b>55.56%</b>
8000 · Indirect Costs	0.00			
<b>Total Expense</b>	<b>846,388.80</b>	<b>1,075,075.00</b>	<b>-228,686.20</b>	<b>78.73%</b>
<b>Net Ordinary Income</b>	<b>95,184.53</b>	<b>55,470.00</b>	<b>39,714.53</b>	<b>171.6%</b>
<b>Net Income</b>	<b>95,184.53</b>	<b>55,470.00</b>	<b>39,714.53</b>	<b>171.6%</b>



## Central Vermont Regional Planning Commission

### MEMO

Date: June 30, 2020  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: CVRPC FFY 2022 TPI Work Program and Budget

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✉ **ACTION REQUESTED:** Approve the CVRPC FFY 22 Transportation Planning Initiative work program and budget for submission to VTrans and authorize the Executive Director to sign the agreement.

#### What is the Transportation Planning Initiative?

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

#### About the Work Program and Budget

##### Work Program

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

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

Changes from the FY21 work program and budget are:

Task 1 – Program Administration: No changes to activities.

Task 2 – Public Participation and Coordination: New activities include hosting at least two Road Foreman meetings in coordination with Vermont Local Roads and assisting VTrans to complete its Transportation Equity Framework Legislative Report.

Task 3 – Long Range Planning: New activities includes assisting municipalities to improve bicycle and walking conditions via enhanced partnerships and assistance with zoning and subdivision regulations, municipal planning, design and construction practices, and town plan updates.

Task 4 – Short Range Planning: New activities are verifying town road surface data; conducting a public transit bus stop inventory; piloting intermodal rail access planning via identification of vacant and underused parcels; and providing assistance to municipalities in planning and implementing temporary and evaluative transportation-related demonstration projects. CVRPC initiated a bus stop inventory in 2020. VTrans liked the concept and incorporated this new task for all RPCs.

Task 5 – Project Development Planning: No changes to activities

Task 6 – Municipal Roads General Permit Reporting: VTrans would like additional tracking of funds spend related to the Municipal Roads General Permit. It created this separate task to assist with this tracking. Previously, this activity was incorporated into Short Range Planning.

Task 7 - Other Planning Activities: CVRPC has no special projects for FFY22.

### Summary of Budget Amounts by Task

<i>Task</i>	<i>Task Description</i>	<i>Agreement Amount</i>
Task 1	Program Administration	\$31,813
Task 2	Public Participation and Coordination	\$32,552
Task 3	Long Range Transportation Planning	\$30,932
Task 4	Short Range Transportation Planning	\$114,898
Task 5	Project Development Planning	\$25,390
Task 6	Municipal Roads General Permit (MRGP) Support	\$3,416
Task 7	Other Planning Activities	\$0
<b>Total</b>		<b>\$238,999</b>

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

### FFY 2022 Transportation Planning Initiative

Federal Fiscal Year: October 1, 2021 to September 30, 2022

Approved by: TAC \_\_\_\_/\_\_\_\_/21; Executive Committee \_\_\_\_/\_\_\_\_/21

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#### EXHIBIT 1: WORK PROGRAM

##### Purpose and Summary

This document describes the Central Vermont Regional Planning Commission (CVRPC) Transportation Planning Initiative (TPI), Federal Fiscal Year 2022 Work Program. The transportation program is continually adapted to meet the needs of our 23 municipalities, the region at large, and the work tasks developed cooperatively with the Vermont Agency of Transportation. This work program is a summary of work tasks with more specific work scope and schedule guidance being provided by VTrans and/or our member communities. Implicit in this agreement is that CVRPC staff will hold themselves to a professional standard and seek training opportunities in all relevant transportation and planning related topics. The regional transportation planning program is intended to achieve the following goals:

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

Under the CVRPC TPI Work Program, regional staff create of the Transportation Element of the Regional Plan, facilitate the prioritization of VTrans projects, engage municipalities in the VTrans planning processes, provide transportation planning services to municipalities, transmit local input into state planning processes, and study transportation problems.

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

This work program is presented under seven tasks, each corresponding to the VTrans FFY 2022 TPI guidance materials and direction from VTrans. The narrative for each task includes a description of the proposed goals, objectives, and activities to be undertaken the resulting products.

**TASK 1. PROGRAM ADMINISTRATION****Objective:**

To administer the TPI, funded by the U.S. Department of Transportation Federal Highway Administration, transportation funds appropriated by the Vermont Legislature, Vermont Agency of Commerce and Community Development Municipal & Regional Planning Fund, and CVRPC's member municipalities, and conform to all applicable federal and state laws, regulations and guidance.

Included are the following activities:

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

**Personnel:** Executive Director, Bookkeeper, Office Manager, Senior Planners, Planner

**Products:** Administrative activities will be ongoing throughout the agreement period. Specific products will include procurement documentation, monthly invoices, progress reports, an annual audit report, indirect cost proposal, related proposals, subcontracts, work programs, budgets, updated policies, and the CVRPC FY22 Annual Report and VAPDA SFY2022 Annual Report that includes transportation performance measures.

**TASK 2. PUBLIC PARTICIPATION AND COORDINATION****Objective:**

To ensure that the public, business owners, and other stakeholders have the opportunity to participate in the regional transportation planning process both individually and through their locally elected officials. Additionally, this task shall support a regional approach to transportation planning, promoting cooperation, coordination and the exchange of information across modes, providers and jurisdictional boundaries.

Included are the following activities:

1. coordinate transportation planning activities with adjacent regional commissions, public transit providers, economic development agencies, human service providers and advocates, housing organizations, VTrans, and other organizations.
2. publish and advertise informational materials regarding activities of the Regional Transportation Planning Program and related VTrans planning efforts. Media can include newsletters, website and social media content, and other materials to enhance understanding of the planning process, evaluation of needs, and development of transportation solutions.
3. meet regularly with VTrans staff to discuss the development, implementation and progress of programs and activities of interest to the region's member municipalities.
4. monitor the development of legislation affecting local and regional transportation; communicate information as appropriate.
5. coordinate and facilitate the Central Vermont Transportation Advisory Committee (TAC) and coordinate its activities with local officials, groups, and other regional TACs and its involvement in statewide modal and policy plans.
6. coordinate, facilitate, and provide technical support for quarterly road foreman roundtables.
7. solicit public participation in the planning process, including sponsor and convene informational meetings and public hearings (such as annual STIP/Capital Program hearings) and coordinate and participate in VTrans-sponsored events.
8. engage the public in the identification of transportation problems and solutions.
9. participate in the update and implementation of current VTrans plans by facilitating public input through forums, public meetings, and other engagement tools as appropriate.
10. serve on various transportation-related task forces and study committees.
11. attend meetings of local boards and commissions on transportation related topics including safety improvements, capital planning, infrastructure planning, etc.
12. provide outreach and assistance to municipalities in integrating good access management practices into local plans, regulations, and ordinances.
13. conduct outreach to municipalities on adoption and use of Town Road and Bridge Standards and how they relate to the Emergency Relief Assistance fund reimbursement.

14. engage the public in the Regional Plan update as it pertains to various modes of transportation, goals for transportation planning, and future transportation needs.
15. participate in emergency management training and activities to support a resilient transportation system.
16. monitor current transportation projects by reviewing the five year VTrans Capital Program and Project Development Plan, and the STIP.
17. obtain in-house reference materials, such as periodicals, manuals and textbooks, on transportation planning, engineering, and related topics, for use by staff, local officials and the public.
18. participate and coordinate Travel Demand Management initiatives to meet the needs of Central Vermont, including participating, coordination and outreach as part of the Way to Go! Challenge.
- 19. coordinate with Vermont Local Roads to support training opportunities and technical assistance to town.**
- 20. assist VTrans in its analysis of equity in the existing transportation programs and development of the Transportation Equity Framework Legislative Report.**
- 21. participate in the update of the 2021-2025 Strategic Highway Safety Program**
22. coordinate the region's participation in the VTrans Aviation Program, including participation in State Aviation Council meetings and exploration of a State Airport Committee for the Edward F. Knapp Airport.

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

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

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

#### Objective:

Integrate regionally identified multi-modal transportation needs identified by existing and future land use patterns, socioeconomic characteristics and trends, environmental challenges and other driving factors into regional and local plans and solutions. Furthermore, under this task CVRPC shall integrate the goals identified in the 2040 Vermont Long Range Transportation Plan in regional long range planning. Pursuant 24 V.S.A. § 4302, state agencies are responsible for supporting and reinforcing Vermont's historic settlement pattern of compact village and urban centers separated by rural countryside, under this task transportation planning activities should be considered through this lens.

Included are the following activities:

1. maintain, distribute, and verify through local officials and business/community leaders future land use, demographic, and transportation network characteristics.
2. continue to incorporate transportation planning into the Regional Plan.
3. conduct outreach to local officials and the public on, and participate in, State modal and other transportation planning.
4. participate in working groups, steering committees, and/or advisory committees of VTrans-managed planning projects, such as acting as a technical advisor.
5. participate in work groups and committees and conduct outreach to local officials and the public on environmental policy and planning items.
6. participate in Corridor Management Planning efforts to integrate local and regional perspectives.
7. coordinate intermodal, multimodal, and freight transportation planning activities, including bike/pedestrian systems planning.
8. coordinate inter-regional efforts, such as clean water planning for inter-regional roads.
9. Coordinate inter-regional efforts, such as the Scenic Byways Program, public transit, and others.
10. integrate, and assist municipalities to integrate, the results of the statewide analysis and Transportation Resilience Planning Tool into regional and local plans and planning efforts.
11. provide technical support to assist municipalities with municipal plan updates, zoning ordinances, subdivision regulations, highway ordinances, and other transportation-related documents or ordinances.
12. provide planning, technical assistance, and grant management support as needed for communities participating in the Better Connections program.
13. develop and implement analytical methods to identify gaps in the connectivity of the transportation system.
14. identify transportation opportunities and challenges in meeting State land use planning goals.
15. develop and maintain statistics and GIS data and analyses used to support transportation planning and project development, such as 2020 Census data.
16. identify wildlife corridors, roadway barriers and crossings, and other environmental transportation connections.
17. update the transportation element of the Central Vermont Regional Plan, including a program for the implementation of the Regional Plan's transportation objectives.
- 18. work with municipalities to improve bicycle and walking conditions through planning, zoning and the use of 'complete streets' concepts.**

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

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

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

##### Objective:

Address specific needs in smaller areas such as downtowns, commercial areas or schools and develop recommendations in greater detail than typically provided in long range planning work.

1. review and provide recommendations on transportation elements of municipal plans and assist municipalities to develop transportation capital improvement plans.
2. assist communities participating in the planning aspects of Transportation Alternatives, Byway, Bicycle/Pedestrian, Better Connections, discretionary, and other grant programs and in regional bicycle and pedestrian initiatives, such as the Cross Vermont Trail, Central Vermont Path, and Mad River Path.
3. **Assess transportation problems on regional corridors, conduct feasibility studies, cost-effectiveness studies, origin/destination and capacity studies and evaluate specific transportation problems including safety inventories and audits.**
4. review transportation issues and impacts of proposed development projects with impacts to the regional transportation system, and provide technical assistance to municipalities for transportation impact review of local development projects as necessary to strengthen local transportation planning.
5. conduct traffic monitoring by maintaining current data for major roads and problem areas, and by responding to local requests.
6. conduct traffic, parking space, bicycle and pedestrian, turning movement, and park and ride counts.
7. update information on dedicated On-Road Bicycle Facilities
8. assist municipalities to plan for Complete Streets, and conduct a municipal complete streets implementation inventory.
9. assist municipalities to inventory, assess, plan for, and manage local transportation systems by conducting municipal road, culvert, bridge, ditch, roadway sign, and bicycle and pedestrian infrastructure inventories and assessments, road erosion assessments, tree inventories, and by supporting development and maintenance of road surface management systems, municipal road stormwater management plans, and capital improvement plans. This work will, in part, assist towns in applying for Municipal Road General Permits and complying with the Vermont Clean Water Act.
10. participate in public transit planning, including collaboration on the Montpelier micro-transit project, update of Transit Development Plans, coordination of human service needs with

transportation options, monitoring changes of transit systems in the region, updating transit mapping, **and inventorying public transit bus stops.**

11. support enhancement of Human Services Transportation Coordination, including enhancement of the Regional Elders and Persons with Disabilities Advisory Committee, serving on the Public Transit Advisory Committee (PTAC) and public transit boards (serve as Chair of the Green Mountain Transit Board), continuing to provide technical support to regional public transit providers, advisory groups, and groups working to identify and fill transportation gaps for the public and underserved populations (Green Mountain Transit, Rural Community Transportation, Mad River TAC, THRIVE Transportation Collaborative Action Network), and participating in activities as necessary; continue to serve on Boards and committees to act as a liaison between providers and local needs.
12. participate and coordinate efforts with VTrans, GMT, and communities to develop travel demand management measures.
13. support Safe Routes to School efforts as needed by increasing awareness and participation of schools and municipalities with the program, assisting with updating School Travel Plans, collecting traffic data to support school travel plans, and serving as a member of regional expert panels available to help schools with their local programs.
14. participate in the Systemic Local Road Safety Program and Road Safety Audit Reviews.
15. **participate in and support the VTrans Town Road Surface Data Verification. This task is to include using existing data to identify surface types on Class 2, 3 and 4 town highways.**
16. **participate in the pilot Intermodal Rail Access Planning by gathering existing data, coordinating with municipalities and other rail stakeholders to identify priority rail supportive locations, and transmit priority locations to partner organization for further promotion.**
17. **assist interested municipalities apply demonstration project in the roadway to evaluate their effectiveness in at improving walking, bicycling, transit access, public spaces, and traffic flow**
18. Assist municipalities and non-profits with transportation planning grant programs and initiatives. Assist municipality to manage a transportation-related planning grant only if the RPC is not being paid through that grant.
19. **Northfield Town Forest Access and Route 12 Crosswalks Feasibility Study: Implement the recommendations from the Northfield Ridge, River and Routes Study by studying new crosswalks along Route 12 and how to best improve access to the trail network within the town forest. This feasibility study will assess alternatives for each piece of the study and will deliver concept plans for the preferred alternatives to the town. The study is to be undertaken using consultant services and is budgeted for \$20,000 in FFY21 TPI funds. The study is expected to begin in FY21 but will continue into FY22.**

Personnel: Executive Director, Senior Planners, Planners, Assistant Planner, Consultant

Products: Municipal Plan updates; Traffic, parking space, bicycle and pedestrian, and turning movement counts; Sufficiency rating data on VTrans identified miles of municipal highway major collectors; Complete Streets implementation inventory; Municipal transportation

system inventories, assessments, and capital plans; Nominations and mapping of high hazard locations and programmatic corridors to the HRRR Program; Updated school area infrastructure maps and/or School Travel Plans developed for SRTS Program as needed; at least four quarterly E&D Committee meetings held in accordance with Vermont Open Meeting Law; E&D Committee work plan; FFY20 E&D Rider Survey respondents follow up; attendance at E&D Summit; Welcome packet for new E&D riders/clients; Northfield Town Forest Access and Route 12 Crosswalks Feasibility Study; Other products as applicable.

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

### Objective:

Evaluate recommendations for capital projects identified through the long and short-term planning processes in greater detail. Project development activities provide continuity between planning and implementation and provide a framework for on-going public participation as specific design alternatives, costs and impacts are explored. Establishing regional priorities for transportation projects is also a critical step because it ensures that regional goals are incorporated into project funding decisions and the implementation schedule.

Included are the following activities:

1. identify local issues that relate to scoping analysis, and conduct feasibility and location studies.
2. facilitate public participation during scoping analysis and the project development process, and participate in public meetings.
3. prioritize VTrans projects and evaluate conformance with the Regional Plan; implement the Vermont Project Selection Prioritization Process (VPSP2), including the development of regional priorities, as directed by VTrans and adapt CVRPC's regional process as needed. Provide input into the VPSP2 as needed.
4. **work with regional municipalities to identify regional priorities for inclusion in the VPSP2 and assist with the completion of qualification sheets for new projects.**
5. assist and review transportation projects that can be funded outside the statewide prioritization system, such as Transportation Alternatives, Bicycle and Pedestrian, and other locally or regionally managed projects.
6. provide input on draft New Project Summaries and provide regional and local context and supplemental plans.
7. provide outreach, assistance, and coordination for accelerated and high impact projects, participate in meetings, and provide assistance to municipalities as needed.
8. provide outreach to identify road diet projects and coordinate municipal education and participation.

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

Products: Regional project prioritization list and map; scoping and feasibility studies as applicable;  
New Project Summaries input; Project assistance as applicable.

**TASK 6. MUNICIPAL ROADS GENERAL PERMIT (MRGP) SUPPORT**

Objective:

**Support municipal partners implement their Road Stormwater Management Plan.**

Included are the following activities:

1. Engage in outreach and education efforts in coordination with DEC and VTrans staff and assist municipalities undertaking roadway erosion inventories, prioritization of needs and developing capital plans
2. Track and report all funds spent related to this task
3. Assist in making ANR guidance available to municipalities

Personnel: Executive Director, Senior Planners, Planners.

Products: Report of funds spent related to this task.

**TASK 7. OTHER PLANNING ACTIVITIES**

None.

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## DRAFT FFY 2022 Transportation Planning Initiative

June 2021

## Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$31,813
Task 2	Public Participation and Coordination	\$32,552
Task 3	Long Range Transportation Planning	\$30,932
Task 4	Short Range Transportation Planning	\$114,898
Task 5	Project Development Planning	\$25,390
Task 6	Municipal Roads General Permit (MRGP) Support	\$3,416
Task 7	Other Planning Activities	\$0
Total		\$238,999

## Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY22	Total Hours	Total Cost
Executive Director	\$60.76	294	\$17,863
Senior Planner I (TR)	\$39.59	1,059	\$41,926
Senior Planner II (GIS)	\$43.89	130	\$5,706
Senior Planner III (LU)	\$38.33	80	\$3,066
Planner I (GIS)	\$37.64	860	\$32,370
Planner II (EM)	\$30.54	45	\$1,374
Assistant Planner (LU)	\$35.03	85	\$2,978
Office Manager	\$35.34	60	\$2,120
Bookkeeper	\$53.20	15	\$798
Planning Technician	\$19.22	0	\$0
Total		2,628	\$108,202

Indirect Costs	106.97%		
RPC Staff Position	of Hourly Rate	Total Hours	Total Cost
Executive Director	\$64.99	294	\$19,109
Senior Planner I (TR)	\$42.35	1,059	\$44,848
Senior Planner II (GIS)	\$46.95	130	\$6,103
Senior Planner III (LU)	\$41.00	80	\$3,280
Planner I (GIS)	\$40.26	860	\$34,627
Planner II (EM)	\$32.67	45	\$1,470
Assistant Planner (LU)	\$37.47	85	\$3,185
Office Manager	\$37.80	60	\$2,268
Bookkeeper	\$56.91	15	\$854
Total		2,628	\$115,744

Direct Costs	Total Cost
Contract	\$8,000
Travel	\$3,000
Supplies	\$300
Data/Ref	\$0
Postage	\$800
Phone	\$0
Copy/Print	\$0
Meetings	\$2,953
Equipment	\$0
Total	\$15,053

Fund Allocation			
Task	Task Description	CVRPC Share <sup>1</sup>	VTrans Share <sup>2</sup>
Task 1	Program Administration	\$3,181	\$28,631
Task 2	Public Participation and Coordination	\$3,255	\$29,296
Task 3	Long Range Transportation Planning	\$3,093	\$27,839
Task 4	Short Range Transportation Planning	\$11,490	\$103,408
Task 5	Project Development Planning	\$2,539	\$22,851
Task 6	Municipal Roads General Permit (MRGP) Support	\$342	\$3,074
Task 7	Other Planning Activities	\$0	\$0
Subtotal by Share		\$23,900	\$215,099
Agreement Total			\$238,999

## Notes:

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

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

**Executive Committee**  
CENTRAL VERMONT REGIONAL PLANNING COMMISSION  
FFY 2022 Transportation Planning Initiative  
June 2021

### Exhibit 4: Time-Task-Cost Summary

### A. Personnel (Hours)

A. Personnel (Hours)		Bonnie	Christian	Pam	Clare	Ashley	Grace	Vacant	Nancy	Vacant		
Task #	Task Description	Exec Director	Transportation Sr Planner I	GIS Sr Planner II	Land Use Sr Planner III	GIS Planner I	Emerg Mngmt Planner II	Land Use Asst Plan I	Office Manager	Bookkeeper	Planning Technician	Total Hours
1	Administration	20	140	0	0	5	0	0	10	15	0	190
2	Public Participation & Coordination	10	270	25	5	60	0	0	25	0	0	395
3	Long Range Transportation Planning	35	129	40	40	50	20	45	10	0	0	369
4	Short Range Transportation Planning	210	330	35	15	700	0	20	15	0	0	1,325
5	Project Development Planning	14	175	30	20	25	25	20	0	0	0	309
6	Municipal Roads General Permit (MRGP) Support	5	15	0	0	20	0	0	0	0	0	40
7	Other Planning Activities	0	0	0	0	0	0	0	0	0	0	0
	<b>Total</b>	<b>294</b>	<b>1,059</b>	<b>130</b>	<b>80</b>	<b>860</b>	<b>45</b>	<b>85</b>	<b>60</b>	<b>15</b>	<b>0</b>	<b>2,628</b>
		15%	54%	7%	4%	44%	2%	4%	3%	1%		
<b>B. Direct Costs (\$)¹</b>		11%	40%	5%	3%	33%	2%	3%	2%	1%		

**B. Direct Costs (\$)¹**

Task #	Task Description	Contract	Travel	Supplies	Data/Ref	Postage	Phone	Copy/Print	Meetings	Equipment	Total
1	Administration	\$8,000	\$3,000	\$300	\$0	\$800	\$0	\$0	\$2,953	\$0	\$15,053
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning										\$0
5	Project Development Planning										\$0
6	Municipal Roads General Permit (MRGP) Support										\$0
7	Other Planning Activities										\$0
	<b>Total</b>	<b>\$8,000</b>	<b>\$3,000</b>	<b>\$300</b>	<b>\$0</b>	<b>\$800</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,953</b>	<b>\$0</b>	<b>\$15,053</b>

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

Task #	Task Description	Exec Director	Transportation Sr Planner I	GIS Sr Planner II	Land Use Sr Planner III	GIS Planner I	Emerg Mngmt Planner II	Land Use Asst Plan I	Office Manager	Bookkeeper	Planning Technician	Total Personnel	Indirect	Direct	Total Costs
	Hourly Rate	\$60.76	\$39.59	\$43.89	\$38.33	\$37.64	\$30.54	\$35.03	\$35.34	\$53.20	\$19.22				
1	Administration	\$1,215	\$5,543	\$0	\$0	\$188	\$0	\$0	\$353	\$798	\$0	\$8,097	\$8,662	\$15,053	\$31,813
2	Public Participation & Coordination	\$608	\$10,689	\$1,097	\$192	\$2,258	\$0	\$0	\$884	\$0	\$0	\$15,728	\$16,824	\$0	\$32,552
3	Long Range Transportation Planning	\$2,127	\$5,107	\$1,756	\$1,533	\$1,882	\$611	\$1,576	\$353	\$0	\$0	\$14,945	\$15,987	\$0	\$30,932
4	Short Range Transportation Planning	\$12,760	\$13,065	\$1,536	\$575	\$26,348	\$0	\$701	\$530	\$0	\$0	\$55,514	\$59,383	\$0	\$114,898
5	Project Development Planning	\$851	\$6,928	\$1,317	\$767	\$941	\$764	\$701	\$0	\$0	\$0	\$12,267	\$13,122	\$0	\$25,390
6	Municipal Roads General Permit (MRGP) Support	\$304	\$594	\$0	\$0	\$753	\$0	\$0	\$0	\$0	\$0	\$1,650	\$1,765	\$0	\$3,416
7	Other Planning Activities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total</b>	<b>\$17,863</b>	<b>\$41,926</b>	<b>\$5,706</b>	<b>\$3,066</b>	<b>\$32,370</b>	<b>\$1,374</b>	<b>\$2,978</b>	<b>\$2,120</b>	<b>\$798</b>	<b>\$0</b>	<b>\$108,202</b>	<b>\$115,744</b>	<b>\$15,053</b>	<b>\$238,999</b>

<b>106.97% Indirect Rate</b>											<b>Total Employee Indirect</b>
	Indirect per employee	\$19,109	\$44,848	\$6,103	\$3,280	\$34,627	\$1,470	\$3,185	\$2,268	\$854	<b>\$114,890</b>

## Notes

1 Contract : Audit; design and planning services as needed (problem evaluation); design / layout for transportation program materials  
Travel: Mileage, non-mileage transportation, rooms, meals, conference / workshop fees  
Supplies: Office, mapping and traffic counting supplies used specifically for the transportation program  
Data / Ref: Reference materials, portion of cost of new data  
Postage: for materials specific to the transportation program  
Phone: for calls or data plans specific to transportation program activities  
Copies / Printing: Reproduction costs, including photocopies  
Meetings: Meeting room space, legal notices, other associated costs  
Equipment: Any eligible equipment purchased during the implementation of the grant agreement e.g. traffic counters and computer equipment.



## MEMO

Date: June 28, 2021  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Contract/Agreement Approvals

### GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

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

#### Cross Vermont Trails Association - Administrative Services Amendment 2

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

**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~~ \$6,000

**Performance Period:** 01/01/18 – ~~09/30/20~~ ~~09/30/21~~ 09/30/22

**Staff:** Contracted Accountant/CVRPC Finance Manager/Bookkeeper (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 agreement end date was designed to coincide with the terms of CVRPC's office space lease. This amendment continues CVRPC services for one year.

#### Department of Environmental Conservation – Plainfield Gully Stormwater Construction

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

**Scope of Work:** Construct (regrade) a stormwater-settling area with water level controlled by a rip-rap filter berm and gully stabilization using bioengineering techniques to reduce sediment transport to the Winooski River from an eroding gully located on the property of The Health Center in Plainfield.

**Funding:** \$224,759 (federal)

**Performance Period:** 06/25/21 – 11/30/22

**Staff:** Pam DeAndrea (primary), Bonnie Waninger

**Notes:**

- a) This agreement is a deliverables-based contract rather than a grant agreement. No match is required.
- b) The payment schedule has been designed so that 80-90% of the funds have been advanced to CVRPC by the start of construction.

**Northwest Regional Planning Commission – Municipal Grants in Aid FY21 Amendment 1**

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

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

**Funding:**

Grant Amount: ~~\$13,474~~ \$14,874 (state funds)  
Match Amount: \$0  
Match Source: N/A

**Performance Period:** 10/01/20 – 08/30/21

**Staff:** Ashley Andrews (primary), Christian Meyer

**Notes:** The budget is being amended because additional municipalities have been awarded equipment grants.

## CONTRACTS ISSUED

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

**Watershed Consulting Associates, LLC - Stormwater Services Master Agreement, Addendum 2, Amendment 1, Moretown Elementary School & Town Offices Stormwater Mitigation Final Design**

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

**Scope of Work:** Provide stormwater designs, costs estimate, bid documents, summary report, and permit requirements for the Moretown Elementary School and Town Offices in Moretown, attending meetings with stakeholders as necessary.

**Funding:**

Contract Addendum Amount: \$31,958

Master Agreement Total: \$66,883

**Performance Period:** 06/08/20 – ~~06/30/21~~ 09/30/21

**Staff:** Pam DeAndrea

**Note:** The Town of Moretown engaged landowners regarding the 60% design for the Moretown Town Office stormwater treatment, which delayed the process to forward to 90% design. Therefore, deliverable dates needed to be amended. The dates can be adjusted without affecting CVRPC's grant agreement with VT DEC.

**Ijaz and Associates – Accounting Services Amendment #1**

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

**Scope of Work:** Perform accounting services, prepare for and participate in CVRPC's annual audit, and complete other services as requested by CVRPC.

**Funding:**

Contract Amount: \$82,500

**Performance Period:** 06/08/20 – ~~07/31/21~~ 09/30/21

**Staff:** Bonnie Waninger

**Note:** CVRPC anticipates a new bookkeeper will start work by the end of August. The extension continues Ijaz's full accounting services through August and allows for training of the bookkeeper on CVRPC's systems through September. The original contract value is sufficient to cover these services.

**Dubois & King - Master Agreement for Transportation Planning and Engineering Services Amendment 1**

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

**Scope of Work:** Provide a range of transportation planning services to CVRPC for a 3-year period with possible 1-2 year extensions. Services will include, but are not limited to, scoping, planning, corridor, area wide, and targeted studies and technical assistance.

**Funding:**

Addendum Amount: \$0

Master Agreement Amount: \$0 (This is the contractor's first task addendum under the agreement.)

Funding Source: VTrans Transportation Planning Initiative

**Performance Period:** 03/07/18 – ~~06/30/21~~ 06/30/22

**Staff:** Christian Meyer

**Note:** This contract pre-qualifies contractors to serve CVRPC's Transportation Program, similar to the Brownfields Program. The Executive Committee approves signature of changes to the Master Agreement. The Committee authorized the Executive Director to sign task specific contract addendums.

## 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)

## GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

None.

## CONTRACTS ISSUED

### Dubois & King - Master Agreement for Transportation Planning and Engineering Services Amendment 1, Addenda 1

**Scope of Work:** Complete an alternatives analysis for the Town Forest access & Route 12 crosswalks in Northfield.

**Funding:**

Addendum Amount: \$27,618

Master Agreement Amount: \$27,618 (This is the contractor's first task addendum under the agreement.)

Funding Source: VTrans Transportation Planning Initiative

**Performance Period:** 06/28/21 – 06/30/22

**CVRPC Staff:** Christian Meyer

### Beniot Electric – Server Move

**Scope of Work:** Move server from its current location to a temporary location to accommodate office construction.

**Funding:**

Addendum Amount: \$1,800

Funding Source: Administration

**Performance Period:** 07/07/21

**CVRPC Staff:** Pam DeAndrea

**CROSS VERMONT TRAILS ASSOCIATION  
ADMINISTRATIVE SERVICES AGREEMENT  
with  
Central Vermont Regional Planning Commission  
AMENDMENT #2**

This is AMENDMENT #2 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, 2021.

*Is amended to read:*

**V. TERM AND TERMINATION**

- A. This Agreement shall begin on January 1, 2018 and terminate on September 30, 2022.

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

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

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

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

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

**Title:** Executive Director

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

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



## FFA - STANDARD CONTRACT FOR SERVICES

1. Parties: This is a contract for services between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and the Central Vermont Regional Planning Commission with principal place of business at 29 Main St Ste 4, Montpelier, Vermont, 05602 (hereafter called "Contractor"). Contractor's form of business organization is a political division of the State of Vermont. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this contract is to provide services to reduce sediment transport to the Winooski River from an eroding gully that receives stormwater runoff. Detailed services to be provided by the 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 \$224,759.
4. Contract Term: The period of contractor's performance shall begin on June 25, 2021 and end on November 30, 2022. This contract may be renewed for up to 1 additional two-year periods upon written agreement by the State and the Contractor.
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.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Contract Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and the 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. Work product ownership: Upon full payment by the State, all products of the Contractor's work, including outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.

9. Source of Funds: \_\_\_ General      X Federal      \_\_\_ Other

\$                      \$224,759.00                      \$                      Fund

- a. For grants funded with federal dollars only.

CFDA Title	Lake Champlain Basin Program
CFDA Number	66.481
Award Name	Lake Champlain Basin Program
Award Number	LC-00A00758-0

Research and Development Grant? ☐ Yes ☒ No

10. Matching Funds: This contract cannot be used as match for the purpose of obtaining additional federal funds by the contractor without the written approval from the State.
11. Attachments: This contract consists of the following attachments which are incorporated herein:  
 Attachment A - Specifications of Work to be Performed  
 Attachment B - Payment Provisions  
 Attachment C - Customary State Contract Provisions  
 Attachment D- Lake Champlain Basin Program Administrative Conditions  
 Attachment E - Terms and Conditions for Federal Subrecipients  
 Attachment F - Performance Measures/Outputs for Final Performance Report
12. Order of Precedence: Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
- Standard Contract
  - Attachment D
  - Attachment C (Standard Contract Provisions for Contracts and Grants)
  - Attachment A
  - Attachment B
  - Attachment F
  - Attachment E

Legal Name and D-U-N-S® Number on File with the [www.sam.gov](http://www.sam.gov) (1):

Central Vermont Regional Planning Commission  
 Print Legal Name

158842195  
 D-U-N-S® Number (2)

Did this business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?\*:

☐ Yes ☒ No

If yes, please list the top five highest paid senior executive salaries that are not available to the public:

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

**STATE OF VERMONT**

**CONTRACTOR**

**By:**

**By:**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Name: (Print)**

**Department of Environmental**

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

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

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

## ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

**Purpose:** The purpose of this project is to reduce sediment transport to the Winooski River from an eroding gully that receives stormwater runoff through the construction of a regraded stormwater-settling area with water level controlled by a rip-rap filter berm and gully stabilization using bioengineering techniques. The Contractor will hire and provide oversight of the two subcontractors, the Design Engineer and construction contractor. The State will work closely with the Contractor to ensure the outcome of this project address the purpose of this project.

### **Task 1: Project Startup**

The contractor will procure a design engineer, hold a kickoff meeting and apply for required permits.

#### ***Task 1.a: Hire Licensed Design Engineer***

A licensed engineer with experience in stormwater treatment construction implementation (i.e., bid document development, permitting, and construction oversight) will be hired for construction oversight and updating the final design if necessary. If the final design requires any alterations/modifications before implementation, the subcontractor will be required to update those plans. The contractor will require that the licensed design engineer have qualifications and experience in stormwater treatment, stream channel stabilization and bio-engineering techniques including implementation on both private and public lands.

#### ***Task 1.b: Kickoff Meeting***

The contractor will contract with their sub-contractor and initiate a kickoff meeting with the sub-contractor and relevant stakeholders, including but not limited to the Town of Plainfield, The Health Center, private landowners, and the DEC. If at the start of the project COVID-19 guidelines inhibit meeting in person, that meetings will take place virtually via the contractor's online virtual platform.

#### ***Task 1.c: Permitting***

The contractor (possibly through a subcontractor) will be expected to obtain the following permits and the contractor will ensure final permits are included among deliverables to the State:

- Stormwater construction general permit
- Act 250 permit update
- Town conditional use site plan permit
- Other permits as required/needed.

The contractor will provide the State with a report outlining any proposed changes to the design developed by Milone and McBroom Gully Stabilization and Stormwater Mitigation at the Health Center, Plainfield Final (100%) Design Report, dated February 19, 2020 based on the outcomes of tasks 1b and 1c.

### **Task 2: Bid Phase**

The Bid Phase for the project will entail establishing required documents for construction and post construction and hiring a construction subcontractor.

#### ***Task 2.a: Operations and Maintenance Plan and Agreement***

Before bidding this work, the contractor will work with the Town of Plainfield and the landowners to develop and execute a Third-Party Operations and Maintenance (O&M) Plan and Agreement using the DEC template<sup>1</sup>.

#### ***Task 2.b: Review and Update Final Designs***

The contractor will ensure that all relevant and necessary input and approval from stakeholders are included in the final design plans and O&M Plan and Agreement. Stakeholders include, but are not limited to the

<sup>1</sup> The DEC Operation and Maintenance (O&M) Plan and Agreement is a required form for implementation projects receiving Clean Water Initiative Program and Lake Champlain Basin Program funds. The Third-Party DEC O&M Plan and Agreement templates available at: <https://dec.vermont.gov/water-investment/cwi/grants/resources>.

Town of Plainfield, The Health Center, private landowners, and the DEC. Once the design plans are final, the Contractor will submit them to the State for their review and approval.

**Task 2.c: Bid Documents**

Once all stakeholders are in agreement with the final designs and the O&M Plan and Agreement, the contractor will initiate the bid phase process. The contractor will ensure the bid documents are developed to the specifications of the final design plans and contract requirements. The Contractor will provide the final bid documents to the State for review and approval.

**Task 2.d: Hire Construction Contractor**

Upon completion and the contractor approval of the bid documents, the bid will be advertised with a pre-bid site visit requirement. The advertisement and construction procurement will follow the contractor's procurement procedures which include efforts to encourage participation in Minority/Women's Business Enterprises (MBE/WBE).

As part of the effort to procure MBE/WBE businesses and comply with Federal and State contracting requirements, all contracts will include an Equal Opportunity Employment clause. The contractor will also follow a step-by-step process for procurement to include MBE/WBE in the solicitation process and ensure that Davis Bacon and EPA's Six Good Faith Effort Guidance State Fair Wage requirements are followed see attachment D for the specifics.

A sealed bid process will be conducted with bids to be opened at a predetermined location. Following the bid opening, the contractor, The Health Center, and the Town of Plainfield will convene to select the best construction firm for the project based on cost and qualifications. The contractor will issue a notice of award to the selected construction firm. A contract with the construction firm will be completed ensuring DEC and Environmental Protection Agency (EPA) contracting requirements for the project are included.

**Task 3: Construction Phase**

Once contracting with the construction firm is complete, the contractor will schedule a pre-construction meeting with the consultant engineer, the construction contractor, and the landowners to work out construction schedule and logistics. The contractor will ensure that the sub-contractors will adhere to the proposed schedule for construction to be completed within the time frame of the contract with site visit check ins at 25%, 50% and 100% construction completion. The contractor will provide a brief email update to the State regarding construction progress versus the proposed schedule to allow the State to monitor the progress of the project. During construction, the contractor will be expected to layout the project using conventional survey equipment to ensure that elevation specifications on the design plans are met. The contractor will require signed approval from the contracted engineer of any payment requisitions from the construction firm before issuing payment. Any changes or deviations from the construction plans will be required to be approved by design engineer and communicated to the contractor. During and at the conclusion of construction, the contractor will require the engineer to conduct inspections including a final inspection to ensure the construction was completed per specifications in the final design.

**Task 4: Final Reporting**

The Contractor will complete the final report using the DEC CWIP's Final Performance Reporting Template and the Stormwater BMP Reporting Template and include the as built design and inspection report. In the Final Performance Report, as an attachment, the contractor will include pre intervention data relating to the gully for the following parameters: soil type<sup>2</sup>, age of erosion<sup>3</sup>, and average volume of erosion before restoration as defined in the MRGP SOP<sup>4</sup>, page 13 and 14. Before starting the final reporting process, the contractor will reach out to the DEC to obtain updated templates for the Stormwater BMP Report and Final Performance Report. Any additional data required in a revised template beyond what is expected in the current version will be limited to existing data relating to the project held by the contractor or subcontractors.

<sup>2</sup> The description of soils as erodible sand/ fine sand / silt in layers is sufficient (source: *The Gully Stabilization and Stormwater Mitigation at the Health Center, Plainfield Final (100%) Design Report*, dated February 19, 2020.)

<sup>3</sup> The age of erosion may be determined using either method 1 or 2 outlined in the MRGP SOP.

<sup>4</sup> *Draft Standard Operating Procedures for Tracking & Accounting of Stormwater Permit Programs: Municipal Roads General Permit (MRGP)* prepared by Vermont Agency of Natural Resources Department of Environmental Conservation, dated 6/1/2020.

### ATTACHMENT B PAYMENT PROVISIONS

1. The State shall pay Contractor as follows:

	Performance Measure	Deliverable	Estimated Deliverable Due Date	Payment
1	Final Design	• Copy of Final Permit documentation	October 31, 2021	10% of total award
		• Signed 10-yr (minimum) third party Operation and Maintenance Plan & Agreement		10% of total award
		• Meeting notes • Final design <sup>5</sup>		5% of total award
2	Final Bid Documents	• Bid Documents provided to the State for review	November 30, 2021	5% of total award
3	Progress Reports with progress to date, photos, budget status and narrative	• Progress report 1 • Progress report 2 • Progress report 3	July 1, 2021 January 6, 2022 May 23, 2022 <sup>6</sup>	20% of total award for each report
4	Provide final report, including Stormwater BMP <sup>7</sup> , Final Performance Reports <sup>8</sup> and As built design and final inspection report	• Stormwater BMP Report (indicate BMP status as constructed) • Final Performance Report including before and after photos • As built design and final inspection report	November 1, 2022	10% of award
				Not to exceed maximum award amount

2. Contractor shall submit and upload detailed invoices to <https://anronline.vermont.gov/home>. Invoices and deliverables must include the contract number. Please provide an itemized description of completed deliverable(s) achieved during the invoice period.
3. If the work described in any invoice as provided by the Contractor, has not been completed to the satisfaction of the State, as determined by the project manager, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period. The State shall not be responsible for expenses incurred by the Contractor.
4. Contractor is conferred blanket approval from the State to execute any subcontracts associated with this Agreement and related amendments. As part of the procurement process, the Contractor

<sup>5</sup> Final Design Report (includes synthesis of prior completed project deliverables, 100% designs, written landowners commitments to implement project and access road, and final cost-estimate with a level of effort document).

<sup>6</sup> Additional updates may be requested by the State to satisfy EPA July 1<sup>st</sup>, 2022 reporting requirements in addition to the last (3<sup>rd</sup>) interim report

<sup>7</sup> The Stormwater BMP Report is a required final deliverable for all projects implementing or designing stormwater BMPs. The information provided in this report allows DEC to estimate phosphorus pollutant reductions from stormwater BMPs. The most recent version is available at: <https://dec.vermont.gov/waterinvestment/cwi/grants/resources>

<sup>8</sup> The Final Performance Report template is available at <https://dec.vermont.gov/water-investment/cwi/grants/resources>. It is used for annual reporting to the Vermont State Legislature and U.S. EPA. The specific Performance Measures that must be included in the final report are provided in Attachment F of this contract.

must verify and document that none of its subgrantees/subcontractors are listed on the federal debarment list located at <https://sam.gov/content/home> or the State debarment list maintained by the Vermont Buildings and General Services (BGS) and located at: <https://bgs.vermont.gov/purchasing-contracting/debarment>. Both the name of the entity and name of the primary point of contact must be checked.

5. Payment terms are Net 30 days from the date the State is in receipt of an error-free invoice.
6. All invoices must be received within 90 days after the end date of this contract. Any invoices received after 90 days may not be honored.

**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 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 Suspension or 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:

## Lake Champlain Basin Program Administrative Conditions

## C. Disadvantaged Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

## GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

## EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and

§33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

## SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

- Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

#### BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

#### FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

#### MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the threshold amount of

\$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40

CFR, Part 33, Section 33.502.

**Executive Committee**  
**ATTACHMENT E**  
**EPA General Terms and**  
**Conditions**  
**Effective October 1, 2019**

**1. Introduction**

- The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document. **Please note that EPA updated these terms and conditions to include coverage effective August 13, 2020 prohibiting the use of EPA funds to purchase certain telecommunications services or products (General Term and Condition #6) and amending the termination bases available for EPA assistance agreements (General Term and Condition #3).** Recipients must review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.
- If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

**2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal**

**Awards** This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR 200, states Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

## Performance Measures for Final Report

Performance Measures/Outputs	
Construction of a regraded stormwater-settling area with water level controlled by a rip-rap filter berm	Cubic yards of storage volume Cubic yards of catch basin outfall erosion remediated.
In gully restoration of “Plainfield Gully”	Linear feet of stream restored. Square feet of gully restored

**NORTHWEST REGIONAL PLANNING COMMISSION**  
**MUNICIPAL GRANTS IN AID PROGRAM**  
**SUB-GRANT AGREEMENT**  
**With**  
**Central Vermont Regional Planning Commission**  
**Amendment #1**

This is AMENDMENT #1 for an agreement for services between the Northwest Regional Planning Commission (NRPC) and Central Vermont Regional Planning Commission (hereinafter called "SUBRECIPIENT"). The subject matter of this Subgrant Agreement is to provide program delivery for the Municipal Grants in Aid Program under NRPC's agreement with the Vermont Department of Environmental Conservation (2020-CWF-MRGIA-01).

This amendment increases the maximum contract amount.

**AGREEMENT BUDGET**

	<b>Equipment Program Delivery</b>	<b>BMP Construction Program Delivery</b>	<b>Total</b>
CVRPC	\$800.00	\$12,674.00	\$13,474.00

Is amended to read

**AGREEMENT BUDGET**

	<b>Equipment Program Delivery</b>	<b>BMP Construction Program Delivery- DEC</b>	<b>Total</b>
CVRPC	\$2,200.00	\$12,674.00	\$14,874.00

All other provisions of the original agreement remain unchanged and in force.

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

NORTHWEST  
REGIONAL PLANNING COMMISSION

SUBRECIPIENT  
CENTRAL VERMONT REGIONAL PLANNING  
COMMISSION

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:



June 21, 2021

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

RE: Stormwater Services Master Agreement, Addendum 2, Amendment 1 - Scope of Work and Cost Estimate for Moretown Elementary School Stormwater Mitigation Final Design

Dear Andres:

The Central Vermont Regional Planning Commission (CVRPC) is amending your contract for the Moretown Elementary School Stormwater Final Design. The amendment is necessary because the Town of Moretown engaged landowners regarding the 60% design for the Moretown Town Office stormwater treatment which delayed the process to forward to 90% design. Therefore, deliverable dates needed to be amended.

Under the terms of our Master Agreement, dated May 16, 2019, this amendment letter, your original proposal, your cost estimate for the 60% re-design, previous addendums, and the Master Agreement comprise the Stormwater Planning and Engineering Services contract for this project.

We look forward to working with you on this project.

Sincerely,

Bonnie Waninger  
Executive Director

cc: Town of Moretown

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

Part 1 – Contract Detail		
<b>SECTION 1 - GENERAL CONTRACT INFORMATION</b>		
Original <input type="checkbox"/>	Addendum <input type="checkbox"/>	Amendment <input checked="" type="checkbox"/> #2019-04.02.A1
Task Amount: \$31,958.00	Task Start Date: 06/08/20	Task End Date: 09/30/21
Total Master Contract Value: \$66,883.00		
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)		
<b>SECTION 2 – CONTRACTOR INFORMATION</b> (to be completed by CVRPC)		
Contractor Duns: 063197911		
DUNS Registered Name <i>(if different than Contractor Name above)</i> :		
SAM checked for DUNS Suspension and Debarment Exclusions ( <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a> Print Screen Must be Placed in Contract File)		
Date: 05/06/21	Initials: BKW	SAM Expiration Date: 07/17/21
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> Print Screen Must be Placed in Contract File)		
Date: 05/06/21	Initials: BKW	Debarment Expiration Date: N/A
Risk Assessment completed (Questions for contractor at <a href="..\..\Forms\Risk Assessment Contractor Questions.docx">..\..\Forms\Risk Assessment Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Risk Assessment Contractor.docx">..\..\Forms\Risk Assessment Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 05/04/20	Initials: PD	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file))		
Date: 05/06/21	Initials: BKW	
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)		
Date: 05/04/20	Initials: PD	
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)		
Date: 05/04/20	Initials: PD	
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]		
Date: 04/09/19	Initials: PD	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)		
Date: 04/30/20	Initials: PD	

## Part 1 – Contract Detail

### SECTION 3 – FUNDING SOURCE

Funding Type: <input type="checkbox"/> Federal	CFDA #:	Program Title:
	FAIN:	Amount of Federal Funding:
	Federal Awarding Agency:	
	Federal Award Date:	Project Description:
<input checked="" type="checkbox"/> State	Contract #: 2019-ERP-D-3-03	
<input type="checkbox"/> Other	Source:	

### SECTION 4 – CONTACT INFORMATION

#### CVRPC

##### Project Contact/Coordinator

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

##### Finance/Billing

Name: Bonnie Waninger  
 Title: Executive Director  
 Work Phone: 802-229-0389  
 Email: Waninger @cvregion.com

#### CONTRACTOR

##### Project Contact/Manager

Name: Andes Torizzo  
 Title: Principal  
 Work Phone: 802-497-2367  
 Cell Phone (if applicable):  
 Email: [andres@watershedca.com](mailto:andres@watershedca.com)

##### Finance/Billing

Name: Andes Torizzo  
 Title: Principal  
 Work Phone: 802-497-2367  
 Cell Phone (if applicable):  
 Email: [andres@watershedca.com](mailto:andres@watershedca.com)

Address if different than Section 1):

Mailing:  
 City/State/ZIP:

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

## Part 2 – Contract Agreement

### Article 6 – Compensation

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

Milestone		Deliverable(s)	Due Date	Cost
1. Kickoff Meeting		Meeting attendance, meeting minutes	July 3, 2020	\$890
2. 60% Engineering Design	2.1 60% Design	60% Design topographic survey map, existing conditions plan, soils report, and 60% landscaping plan	December 13, 2020	\$12,295
	2.2 60% Design Report	Summary Report including cost estimates, permit needs, O&M needs, treatment efficiencies, and site photos	January 31, 2021	
	2.3 Design Review Meetings	Meeting attendance and meeting minutes	March 27, 2021	
3. 90% Engineering Design	3.1 90% Design and Summary Report	Updated 90% design and Summary Report including cost estimates and updated 90% landscaping plan	July 30, 2021	\$10,444
	3.2 Design Review Meetings	Meeting attendance and meeting minutes	August 27, 2021	

<i>Milestone</i>	<i>Deliverable(s)</i>	<i>Due Date</i>	<i>Cost</i>
4. 100% Design and Summary Report	100% Designs, updated Summary Report, updated cost estimate, bid documents, BMO storage and treatment values needed for VTDEC BMP Implementation Final Report, final landscaping plan	September 30, 2021	\$7,829
5. Educational Sign	Educational Sign (digital format)	August 27, 2021	\$500
<b>Total</b>			<b>\$31,958</b>

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

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

## STANDARD CONTRACT

## Part 1 – Contract Detail

## SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input type="checkbox"/>		Amendment <input checked="" type="checkbox"/> #1	
Contract Amount: \$82,500	Contract Start Date: 04/15/20	Contract End Date: 09/30/21	
Contractor Name: Ijaz & Associates			
Contractor Physical Address: 1775 Tysons Blvd., 5 <sup>th</sup> Floor			
City: Tysons	State: VA	Zip Code: 22102	
Contractor Mailing Address: 1775 Tysons Blvd., 5 <sup>th</sup> Floor			
City: Tysons	State: VA	Zip Code: 22102	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

## SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)

Contractor Duns: 002109768		
DUNS Registered Name (if different than Contractor Name above): Ijaz and Associates, LLC		
SAM checked for DUNS Suspension and Debarment Exclusions ( <a href="https://sam.gov/content/home">https://sam.gov/content/home</a> . Print Screen Must be Placed in Contract File)		
Date: 06/25/21	Initials: BKW	SAM Expiration Date: 05/11/22
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> . Search using Control F. Print Screen Must be Placed in Contract File)		
Date: 06/25/21	Initials: BKW	Debarment Expiration Date: n/a
Risk Assessment completed. Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 04/27/20	Initials: nc	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file))		
Date: 06/25/21	Initials: BKW	
IRS Form W9 - Request for Taxpayer Identification Number and Certification		
Date: 04/30/20	Initials: nc	

**Certificate of Insurance** (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)

Date: 06/25/21

Initials: BKW

**Will the Contractor Charge CVRPC for Taxable Purchases?** Yes ☐ No ☒

If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 04/30/20

Initials: nc

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

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

Date: 04/08/20

Initials: nc

### SECTION 3 – FUNDING SOURCE

Funding Type: <input type="checkbox"/> Federal	CFDA #:	Program Title:
	FAIN:	Amount of Federal Funding: \$
	Federal Awarding Agency:	
	Federal Award Date:	Project Description:
<input type="checkbox"/> State	Contract #:	
<input checked="" type="checkbox"/> Other	Source: Administration (incorporated into indirect rate), WBRD & CVTA	

### SECTION 4 – CONTACT INFORMATION

#### CVRPC

##### Project Contact/Coordinator

Name: Bonnie Waninger  
 Title: Executive Director  
 Work Phone: 802-229-0389  
 Email: waninger@cvregion.com

##### Finance/Billing

Name: Bonnie Waninger  
 Title: Executive Director  
 Work Phone: 802-229-0389  
 Email: waninger@cvregion.com

#### CONTRACTOR

##### Project Contact/Manager

Name: Ahsan Ijaz  
 Title: Chief Executive Officer  
 Work Phone: 703-972-9110, ext 101  
 Cell Phone (if applicable): 703-622-8890  
 Email: aijaz@ijazassociates.com

##### Finance/Billing

Name: Ahsan Ijaz  
 Title: Chief Executive Officer  
 Work Phone: 703-972-9110, ext 101  
 Cell Phone (if applicable): 703-622-8890  
 Email: aijaz@ijazassociates.com  
 Address if different than Section 1):  
 Mailing:  
 City/State/ZIP:

SUBJECT: Agreement # 2020-01, entered into by the Central Vermont Regional Planning Commission, and by Ijaz & Associates, is amended as follows:

**4. Contract Term.** The period of contractor's performance shall begin on April 15, 2020 and end on September 30, 2021.

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 1<sup>st</sup> amendment to Agreement #2020-01 in its entirety and agrees to be bound by the provisions enumerated therein.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

**For the CVRPC:**

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

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

Title: Executive Director

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

**For the Contractor:**

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

Name: Ahsan Ijaz

Title: Chief Executive Officer

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

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION

MASTER AGREEMENT FOR  
TRANSPORTATION PLANNING AND ENGINEERING SERVICES

## AMENDMENT #1

## Part 1 – Contract Detail

## SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input type="checkbox"/>	Amendment <input checked="" type="checkbox"/> #1	Effective Date: 06/28/21
Contract Amount: \$0	Contract Start Date: 03/07/18	Contract End Date: 06/30/22
Contractor Name: DuBois and King, Inc.		
Contractor Physical Address: 28 North Main St		
City: Randolph	State: VT	Zip Code: 05060
Contractor Mailing Address: PO Box 339		
City: Randolph	State: VT	Zip Code: 05060
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
If this action is an amendment, the following is amended:		
Funding Amount <input type="checkbox"/>	Performance Period <input checked="" type="checkbox"/>	Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)

## SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)

Contractor Duns: # 045010253		
DUNS Registered Name (if different than Contractor Name above):		
SAM checked for DUNS Suspension and Debarment Exclusions ( <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> . Print Screen Must be Placed in Contract File)		
Date: 06/29/21	Initials: BKW	SAM Expiration Date: 06/02/22
State of Vermont checked for Debarment Exclusions ( <a href="http://bgs.vermont.gov/purchasing-contracting/debarment">http://bgs.vermont.gov/purchasing-contracting/debarment</a> . Print Screen Must be Placed in Contract File)		
Date: 06/29/21	BKW	Debarment Expiration Date: N/A
<b>Risk Assessment completed</b> (Questions for contractor at <a href="..\..\Forms\Contracting\Risk Assessment_Contractor Questions.docx">..\..\Forms\Contracting\Risk Assessment_Contractor Questions.docx</a> . Staff completes assessment at <a href="..\..\Forms\Contracting\Risk Assessment_Contractor.docx">..\..\Forms\Contracting\Risk Assessment_Contractor.docx</a> . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date:	Initials:	
Single Audit check in Federal Audit Clearinghouse ( <a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a> . Print screen must be placed in contract file))		
Date: 06/29/21	Initials: BKW	

<b>IRS Form W9</b> - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)	
Date:	Initials:
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)	
Date: 06/29/21	Initials: BKW
Will the Contractor Charge CVRPC for Taxable Purchases? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax; contractors cannot be reimbursed for taxes paid.]	
Date:	Initials:
Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)	
Date:	Initials:
<b>SECTION 3 – FUNDING SOURCE</b>	
Funding Type: <input checked="" type="checkbox"/> Federal      CFDA #: 20.205      Program Title: 1055-State Planning and Research <input checked="" type="checkbox"/> State      Contract #: GR1147 and subsequent agreements <input checked="" type="checkbox"/> Other      Source: Municipal	
<b>SECTION 4 – CONTACT INFORMATION</b>	
<b>CVRPC</b>  <u>Project Contact/Coordinator</u> Name: Christian Meyer Title: Senior Planner Work Phone: 802-229-0389 Email: meyer@cvregion.com  <u>Finance/Billing</u> Name: Bonnie Waninger Title: Executive Director Work Phone: 802-229-0389 Email: waninger@cvregion.com	<b>CONTRACTOR</b>  <u>Project Contact/Manager</u> Name: Chris Sergeant Title: Work Phone: 802-728-3376 Cell Phone (if applicable): Email: csergeant@dubois-king.com  <u>Finance/Billing</u> Name: Title: Work Phone: 802-728-3376 Cell Phone (if applicable): Email: Address if different than Section 1): Mailing: City/State/ZIP:

## Part 2 – Contract Agreement

Agreement #2018-03 entered into by the Central Vermont Regional Planning Commission, and by Dubois and King, Inc. is amended as follows:

**Article 5 - Time of Performance**

5.3 This agreement shall remain in effect for a 4-year period ending on June 30, 2022, unless otherwise extended by CVRPC.

**Article 7 - Terms and Conditions**

7.7 Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by the CVRPC representative or CONTRACTOR representative and delivered in hand or by mail to the party to whom it is directed, which until changed by written notice, are as follows:

CONTRACTOR:

Lucy Gibson, PE, Project Manager

28 North Main St

Randolph, VT 05060

CVRPC:

Bonnie Waninger, Executive Director

29 Main Street, Suite 4

Montpelier, VT 05602

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

The signatures of the undersigned Parties indicate that each has read this first amendment to Agreement #2018-03 in its entirety and agrees to be bound by the provisions enumerated therein.

**CVRPC:**

BY:

Name: Bonnie Waninger

Title: Executive Director

Date:

**CONTRACTOR:**

BY:

Name: Jeffrey W. Tucker

Title: President / CEO

Date:



## MEMO

Date: June 28, 2021  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Office updates

---

☒ **ACTION REQUESTED:** No action is required.

### HIRING

CVRPC is advertising three positions currently.

#### Community Development Planner - AmeriCorps VISTA

This AmeriCorps VISTA position is employed by the Agency of Human Services through SerVermont. CVRPC serves as the VISTA member's host site. The individual would serve 50% of their time with CVRPC and 50% with THRIVE. CVRPC agreed to provide supervisory oversight for the volunteer as part of its THRIVE contribution.

CVRPC has received eight applications and conducted five interviews. An offer was made to one individual, who declined as she had accepted an alternate position. The interview team is Bonnie Waninger (CVRPC), Jaclyn Holden (Blueprint for Health), and John Caceres (Washington County Mental Health). The team declined to make offers to the other candidates. The deadline for recruiting a candidate is July 21. SerVermont noted it has 1/3 the number of applicants as previous years, and the position may remain unfilled.

#### Bookkeeper/Finance Manager

CVRPC received 16 applications from potentially qualified candidates for Bookkeeper and five from Finance Manager candidates. Four interviews were scheduled and two conducted; three candidates withdrew during the process. Staff is checking references for a Bookkeeper candidate.

#### Assistant Planner/Planner/Senior Planner

CVRPC has received eight applications (7 Asst. Planners; 1 Planner). First interviews were conducted with five candidates. Second interviews are scheduled with three candidates, all of whom would be Assistant Planners.

### OFFICE LEASE

Nancy has prepared a draft lease. We are waiting for information from the landlord before proceeding. Staff anticipates the lease will be available for signature at the August Executive Committee meeting.

## OFFICE CONSTRUCTION

### Office Improvements

Staff received notification on June 17<sup>th</sup> that the landlord intended to begin construction of office improvements during the week of July 5<sup>th</sup>. For new Executive Committee members, the landlord committed to completing improvements as part of the new lease. CVRPC anticipates completing additional space improvements. The construction date was a significant, and welcome, change from the previous discussions of winter 2022. Staff has been finalizing draft plans for CVRPC improvements, arranging IT and electrician services for temporary and permanent server and computer relocations, boxing office contents, and arranging moving services for heavy items, such as file cabinets, desks, and the refrigerator for the past few weeks.

Bonnie, Nancy, and Pam met with the landlord and contractor for a pre-construction meeting. The contractor's plans and schedule were reviewed and potential CVRPC improvements were discussed.

Staff is finalizing an office layout for CVRPC-funded space improvements so that staff can obtain bids and develop a financing plan. The costs can be amortized via the indirect rate over the 10-year lease life of the lease as a leaseholder capital improvement. It would be helpful to complete these improvements during, or shortly after, the landlord's improvements to minimize operational disruptions.

### Financing CVRPC Leaseholder Improvements

Staff has identified several options for financing leaseholder improvements. CVRPC could obtain a bank loan, use its reserve funds, use a portion of FY22 municipal dues, and/or use a combination of these sources.

*Loan:* Nancy contacted Community National Bank (CNB) and Northfield Saving Bank (NSB) to explore a potential construction loan. CVRPC has its operating and reserve accounts respectively at these banks, making them the most likely to lend.

Since CVRPC is a lessee, any loan would be considered a leasehold improvement and be an unsecured loan. Unsecured loans based on a borrower's creditworthiness. For unsecured loans, CNB would offer up to \$50,000, and NSB would offer up to \$60,000.

CNB currently has a special economic boost rate loan which has a 5-year term (max) at 3.25% interest. This would mean a payment in the range of \$900/month (\$10,800/yr; \$54,000 total). Another option is a 7-year term at ~5% interest with a payment range of \$700/month (\$8,400/yr; \$58,800 total).

NSB usually has a 5-year term for this type of loan. It is willing to consider 7- and 10-year terms. Its current loan rate is 3.25%, which translates as follows:

- 5-year term would mean a payment of \$1,085/month (\$13,020/yr; \$65,100 total).
- 7-year term (with rate adjustment after 5 years) would mean a payment of \$800/month (\$9,600/yr; \$67,200 total).
- 10-year term (with rate adjustment after 5 years) would mean a payment of \$586/month (\$7,032/yr; \$70,320 total)

Taking a loan would not impact CVRPC's current CNB Line of Credit. Using the Line of Credit for construction would be inadvisable (and may not be allowable) for capital improvements. Also, any draw on the Line of Credit must be paid back in one year.

*Reserves:* CVRPC's current reserve fund balance is \$186,933, which equates to approximately 2.3 months of reserves. CVRPC's reserve goal is 6 months of reserves. Use of \$25,000 would reduce it to 2 months of reserves. Having reserves at less than 2 months is not advisable as the reserve funds acts as cash flow support when State payments are delayed. CVRPC's cash position has been stable since 2018, but the changing dynamics of State and Federal payments make it advisable to retain at least 2 months of reserves.

CVRPC anticipates receiving payment of \$63,918 for its January 2021 Agency of Commerce invoice in July. The payment was delayed due to completion of the FY20 audit. Given that funds in the operating account are sufficient for cash flow purposes and CVRPC already has incurred and paid expenses associated with the ACCD funds, staff planned to transfer the payment to the reserve account (increasing reserves to 3.1 months). CVRPC could use this cash for leaseholder improvements.

*Municipal Dues:* For FY22, CVRPC has budgeted \$81,999 in municipal dues revenues (6% of revenues). Of this, \$70,000 remains unbudgeted from an expense perspective and could be used for leaseholder improvements.

The majority of dues are paid between July-September annually. At the Executive Committee's direction, staff has been budgeting to retain the majority of dues as a reserve contribution until CVRPC reaches its 6-month reserve goal. CVRPC planned to attain that goal in 2040 with annual contributions of at least \$20,000 per year; every additional contribution of \$5,000 reduces the goal attainment by three years.

*Combination:* A combination of funding types could be used to finance leaseholder improvements. Available funds include:

- Loan: Up to \$60,000
- Retained cash from State allocation: \$63,918
- Reserves: Up to \$25,000
- FY22 Dues: Up to \$70,000

Staff anticipates the leaseholder improvements will cost \$50,000-\$100,000, depending on the final improvement plan. Regardless, CVRPC will use a stepped process that prioritizes improvements in its construction Request for Bids so that it can finalize a funding package based on CVRPC's financial and operational goals.

#### *PRELIMINARY RECOMMENDATION*

Currently, staff would recommend using CVRPC funds rather than a loan. For CVRPC funds, staff recommends prioritizing retained cash, then FY22 Dues up to \$50,000, and then current reserves up to \$25,000. Staff anticipates having a final recommendation for the August or September Executive Committee meeting.

### **Resuming Normal Operations**

On June 17<sup>th</sup>, the Governor lifted the State of Emergency. All the temporary legislation passed in response to the COVID-19 crisis expired, and universal guidance is no longer in effect. Public bodies must comply with regular provisions of Open Meeting Law. This includes providing a staffed physical location where members of the public may attend and participate in public meetings.

Currently, the office remains closed. The plan for resuming normal operations has been updated to reflect continued office closure.

*Through August 27<sup>th</sup>*, maintain a closed office due to construction activities and hold hybrid meetings for meetings subject to Open Meeting Law.

- All staff continue to work remotely, with Bonnie and Nancy entering the office as needed to retrieve mail, sign documents, scan bills to the accountant, etc. Other staff may use the office on a limited basis as necessary, such as for IT services or in conjunction with field services.
- Hold hybrid meetings. Encourage staff and Commission/Committee members participate virtually. Request RSVPs for those attending in-person.
- Permit in-person meeting attendance by staff as necessary.
- Wearing facial coverings/masks in the CVRPC office continues to be required. Staff requested this accommodation as several have family members who are not yet eligible to receive vaccinations.

*Beginning August 30<sup>th</sup>*, the schedule remains in flux. It depends on when construction activities funded by CVRPC can occur. Once that schedule is defined, we will make decisions about resuming in-person operations.

When CVRPC hosts a meeting subject to Open Meeting Law, staff will provide a physical location or work with our municipalities or partners to designate an alternate physical location. Nancy is exploring potential physical spaces CVRPC can use.



## MEMO

Date: June 22, 2021  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: New Staff Position

---

### ACTION REQUESTED:

- 1) Authorize a new position at CVRPC.
- 2) Adopt the job description as part of CVRPC's Personnel Policy Manual.

The proposed position supports implementation of local, regional, and state energy plans and the Vermont Climate Action plan. It primarily is funded by a special allocation from the Vermont Legislature for FY22 and is expected to continue through at least FY23 and FY24. CVRPC was allocated \$92,526, which equates to a mid-career planner position.

A draft job description is attached.

Current CVRPC staffing includes nine employees comprising 8.5 Full Time Equivalent:

- Executive Director
- Office Manager
- Finance Manager/Bookkeeper (Renewed position; hiring in progress).
- Senior Planners (3)
- Planners (2)
- Assistant Planner (Vacant; hiring in progress).

## CENTRAL VERMONT REGIONAL PLANNING COMMISSION CLIMATE AND ENERGY PLANNER

### Job Description

#### GENERAL DESCRIPTION

The Climate and Energy Planner (Planner) position requires professional planning work of moderate difficulty. To progress within this position, employees must develop in-depth knowledge of climate and energy planning and implementation and substantial knowledge of municipal and regional comprehensive planning, federal and state planning law, and a variety of regulatory and non-regulatory implementation tools, and demonstrate program management skills.

The Planner works independently under the general direction of the Executive Director.

The Planner is expected to work closely and effectively with other staff. The Planner must be comfortable working across teams and developing relationships with external partners. This position requires strong verbal and written communication skills and problem-solving skills. Contact, communication, and coordination with volunteer groups, municipal representatives, and regional and state organizations and agencies are required.

Work is required throughout the region. Attendance at a substantial number of evening meetings is required, and some weekend events and some field work may be required.

#### MAJOR AREAS OF WORK

The Climate and Energy Planner will work on projects and activities that implement local, regional, and state energy plans and the Vermont Climate Action Plan. These efforts will reduce overall energy use through conservation/efficiency measures and shift energy use from fossil fuels to renewable sources (primarily electricity and biomass). They also will provide quantifiable benefits to communities in terms of cost savings and in terms of carbon reductions. This position may work in other program areas including, but not limited to land use planning, transportation, hazard mitigation, and community development based on the Commission's needs.

#### CHARACTERISTIC DUTIES

It is expected that the position will complete different actions across multiple municipalities, but some items will be universal and more region wide. The actions will likely change over time, but the following are all potential responsibilities of this position:

- Design and deliver public education to individuals and businesses on energy conservation practices and programs, rebates, incentives, energy goals, progress on meeting goals, and state and local initiatives.
- Research and recommend to municipal and regional officials key energy implementation measures necessary to reduce energy use, increase use of renewable energy, and decrease fossil fuels use in the heating, transportation, and electricity sectors.
- Manage energy projects by preparing requests for qualifications and proposals, reviewing contract, and managing vendors for projects that may consist of energy audits of public

buildings, installation of electric efficiency measures, LED lighting upgrades, renewable energy generation development, electric vehicles and their associated charging equipment, park and ride lots, and transit service expansion.

- Write and administer grants and provide project management services to support energy projects identified above.
- Update local and regional energy plans, guide municipalities and the region through renewable energy siting, gather local energy/carbon data, and draft local codes.
- Complete basic office functions as needed, such as data entry, file management, and customer service.

#### **TYPICAL KNOWLEDGE**

- Have and maintain a basic understanding of municipal, regional, and state government operations.
- Knowledge of energy efficiency, planning, and analysis to include topics such as: solar energy generation, weatherization, non-fossil fuel thermal systems, building conditioning, building audits, reduction of transportation energy needs, electric vehicles/charging equipment, and connections of land use planning to energy use.
- Working knowledge of Vermont energy requirements and programs is ideal, but not required.
- Knowledge of computer hardware and software programs, which must include Microsoft Office and Internet applications, and may include econometric or transportation modeling, database management, or Geographic Information Systems.

#### **TYPICAL SKILLS**

- Effective written and verbal communication and interpersonal skills, including the ability to translate planning concepts, research findings, data and technical language into a form that is meaningful and accessible to Commissioners and local officials.
- Ability to make presentations before government bodies and other groups.
- Strong research and analytical skills.
- Creative problem-solving skills to gather relevant information to solve less well-defined practical problems.
- Strong customer service ethic.
- Excels at project management, organization, project planning, and an ability to juggle competing priorities.
- Group facilitation skills for use with community workshops.
- Demonstrated ability to work on several projects or issues simultaneously.
- Demonstrated ability to work independently or in a team environment and with a variety of personalities as needed.,
- Ability to attend to details while keeping big-picture goals in mind.
- Ability to represent the Commission in its work with local municipalities, state agencies, other regional groups, citizens' organizations, and the general public.
- Ability to plan less complex projects effectively and meet firm deadlines.
- Competency in Microsoft Office and internet applications.
- Flexibility and humor.

**Minimum Qualifications**

- Master's degree in planning, transportation, public administration, engineering, natural resources, or related field. or closely related field and at least 2 years of professional planning experience, or a bachelor's degree and at least 5 years of professional planning experience.
- Must be a self-starter, able to work independently, and demonstrate the ability to stick to deadlines.
- Must be flexible in scheduling and available to participate in regular night meetings.
- Must have a valid driver's license and their own means of reliable transportation.
- Must be a U.S. citizen or otherwise lawfully authorized to work in the United States.

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Executive Committee**  
**DRAFT MINUTES**  
**June 1, 2021 Meeting**

Present:

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

Staff: Bonnie Waninger, Nancy Chartrand

Guests: Bonnie Batchelder, Batchelder Associates; Ahsan Ijaz & Enrique Gonzalez, The Ijaz Group

**Call to Order**

Chair Hill-Eubanks called meeting to order 4:00 pm. Quorum present to conduct business.

**Adjustments to the Agenda**

None.

**Public Comment**

None

**FY21 Audit Presentation**

Bonnie Batchelder of Batchelder Associates provided an overview of the FY20 audit. She advised that everything fell into line, that there were no surprises, and that CVRPC has a very strong balance sheet. She said a strong ratio is 2 to 1, and CVRPC's is 4 to 2. She indicated there were no issues with audit findings, any issues were more in relation to the contracted accounting service and timing of getting information. While the audit did come to Batchelder in the middle of tax season, they were able to push through to complete it.

The floor was open to questions. There was clarification as to why the net position references two figures (capital assets and unrestricted). This is segregated into fixed assets (equipment valued greater than \$5,000, such as the GIS plotter, GPS unit, and server) and unrestricted, what CVRPC has available for operations moving forward. Also clarified was what is unallowable under indirect expense.

Based on federal guidelines certain expenses are not allowable – i.e. certain dues, some advertising, and staff events.

Batchelder noted she will be incorporating Waninger's response to her letter of recommendations into the final audit. Both Waninger and Batchelder made note that the net income for FY20 is unusual and not to expect that type of income in the future. The net income primarily consisted of municipal dues intentionally retained for reserves, a milestone contract in which consultant bids came in lower than anticipated, and an over-recovery of indirect costs.

Waninger further advised that Ijaz has worked with CVRPC to better define the actual indirect rate for FY22. This should assist to reduce over recovery in FY22. She also indicated CVRPC is looking to hire accounting staff in FY22 rather than contracting for the service. In addition, Waninger expects travel and office expenses to increase in FY22 due to resumption of normal operations.

### Financial Report

E. Gonzalez noted a net income of \$96,000, which he anticipates will continue to decrease through May and June due to the adjustment in the indirect rate. He said all April invoices were complete with the exception of one milestone contract. Waninger advised we are on track for where we expected for FY21. She also noted we have had our first default on an invoice for mapping services. While the invoice is small, default on payment is unusual.

*G. D'Amico moved to accept the April 30, 2021 unaudited financial reports; D. Torre seconded. Motion carried.*

Waninger advised noted the Committee also should take action on the FY20 audit.

*M. Gray moved to accept the audited financial report for FY2020; G. D'Amico seconded. Motion carried.*

### FY22 Work Plan and Budget

Waninger provided an overview of the work plan and budget, which describes how CVRPC expects to assist municipalities in FY22 and which what funds.

The floor was opened to questions. Waninger confirmed FY22 begins July 1. The budget does not include any salary adjustments other than for the two new positions being hired. Salary adjustments, if they occur, would be made for January 1 to allow time to know what contracts are in place.

*S. Lotspeich moved to adopt the CVRPC FY22 budget and work plan; M. Gray seconded. Motion carried.*

### Contract/Agreement Authorization

#### Department of Forests, Parks & Recreation – Forest Integrity Project Aid Amendment #3

*G. D'Amico moved to authorize the Executive Director to sign the agreement amendment; M. Gray seconded. Motion carried.*

#### Department of Environmental Conservation – Plainfield Gully Stormwater Construction

Waninger said CVRPC will sign a 10-year Operation & Maintenance agreement with the Town once construction is completed. There will also be a Memorandum of Agreement completed confirming they intend to sign the Operation & Maintenance agreement upon project completion.

*J. Shatney moved to authorize the Executive Director to sign the agreement; G. D'Amico seconded. Motion carried.*

1 Watershed Consulting Associates, LLC – Stormwater Services Master Agreement, Addendum 2,  
2 Amendment 2, Moretown Elementary School & Town Offices Stormwater Mitigation Final Design  
3 *D. Torre moved to authorize the Executive Director to sign the contract addendum amendment; G.*  
4 *D’Amico seconded. Motion carried.*  
5

#### 6 **Bylaw Work Group**

7 S. Lotspeich advised the group is meeting every two weeks and making slow and steady progress with a  
8 lot of detailed review. Clain and Waninger will be addressing procedural questions prior to meetings to  
9 help with meeting progression. It was suggested that the Bylaws Group should look at the term for  
10 Regional Plan Committee and the potential to have it be a two-year versus one-year term due to the  
11 lengthy process involved in making updates. Lotspeich noted that once the bylaws are reviewed and  
12 approved, the organization will revise committee Rules of Procedure to ensure they are all consistent.  
13

#### 14 **Office Space Selection**

15 Chartrand provided an overview of the Request for Proposal process.  
16

17 Questions were raised regarding air quality and if a change in space configuration will have adequate  
18 fresh air and comfort. It was confirmed that the HVAC system was replaced in 2019. Chartrand will  
19 confirm that the layout is configured for utility set up coming out of the ceiling, and that the system is  
20 well maintained and vents and filters are regularly addressed. It was confirmed that the negotiated  
21 lease will require Executive Committee approval.  
22

23 There was discussion regarding whether a different space will be considered for our Board and TAC  
24 meetings. A suggestion was made to contact Capital City Grange regarding potential space.  
25

26 *M. Gray moved to authorize staff to negotiate a 10-year lease, to include owner improvements, with*  
27 *Bigglestone Investments for the office space at 29 Main Street, Suite 4, Montpelier; G. D’Amico*  
28 *seconded. Motion carried.*  
29

#### 30 **Reschedule July Meeting**

31 Options were discussed. The Committee set Tuesday, July 6<sup>th</sup> as its next meeting. Staff will advise the  
32 new Executive Committee members of the date change.  
33

#### 34 **Meeting Minutes**

35 *J. Shatney moved to approve the May 3, 2021 minutes; D. Torre seconded. Motion carried.*  
36

#### 37 **Commission Meeting Agenda**

38 Waninger provided an overview of the agenda and confirmed new officers take their seats in July.  
39

40 *S. Lotspeich moved to approve Board of Commissioners agenda for June 8<sup>th</sup>; M. Gray seconded. Motion*  
41 *carried.*  
42

43 Hill-Eubanks asked for status of Waninger’s self-evaluation. Waninger advised she will complete it  
44 tomorrow.

Hill-Eubanks thanked D. Torre for her service on the Executive Committee. The Committee thanked Hill-Eubanks for her chairing of Executive Committee and full Board.

**Adjourn**

*D. Torre moved to adjourn at 5:51 pm; M. Gray seconded. Motion carried.*

Respectfully submitted,  
Nancy Chartrand, Office Manager



## BOARD OF COMMISSIONERS

July 13, 2021 at 6:30 pm

**Physical Location:** TBD

(Facial coverings required for in-person participation)

**Remote Participation via Zoom<sup>1</sup>**

<https://us02web.zoom.us/j/84294221511?pwd=NU0ya3M0ZUoxU25haGpGcVR4ejZGZz09>

One tap mobile: +13017158592,,84294221511#,,,,\*230377# US (Washington DC)

Dial in via phone: 1-929-436-2866 • Meeting ID: 842 9422 1511 • Passcode: 230377

Find your local number: <https://us02web.zoom.us/j/84294221511?pwd=NU0ya3M0ZUoxU25haGpGcVR4ejZGZz09>

Download the app at least 5 minutes before the meeting starts: <https://zoom.us/download>

### Page **AGENDA**

**6:30<sup>2</sup> Adjustments to the Agenda**

**Public Comments**

**6:35 Central Vermont Economic Development Corporation Update**, *Jamie Stewart*,  
*Executive Director*

**6:50 Communications Union District Service**, *Jeremy Hansen*, *CVFiber* and **F.X.Flynn**,  
**ECFiber**

Central Vermont broadband buildout discussions with CUDs.

**7:55 Resolution on Complying with Vermont Open Meeting Law** (enclosed)<sup>4</sup>

Adopt the annual resolution specifying the time and place of regular meetings

**7:50 Meeting Minutes – June 8, 2021**(enclosed)<sup>3</sup>

**7:55 Reports** (enclosed)

Update/questions on Staff, Director, and Committee Reports

**8:00 Adjourn**

**Next Meetings: August 10 (may be cancelled) and September 14, 2021**

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

<sup>2</sup> Times are approximate unless otherwise advertised.

<sup>3</sup> Anticipated action item.



## FY 2022 Meeting Dates

### Executive Committee

(Meets at 4:00 pm on Monday of the week prior to the Board meeting, typically for 2 hours)

Tuesday	July 6, 2021
Monday	August 2, 2021
TBD due to holiday. Customarily either Monday, August 30 <sup>th</sup> or Tuesday, September 7 <sup>th</sup>	
Monday	October 4, 2021
Monday	November 1, 2021
Monday	December 6, 2021
Monday	January 3, 2022
Monday	January 31, 2022 (for February)
Monday	February 28, 2022 (for March)
Monday	April 4, 2022
Monday	May 2, 2022
Monday	June 6, 2022

### Board of Commissioners

(Meets at 6:30 pm on the second Tuesday of the month, typically for 2 hours)

Tuesday	July 13, 2021
Tuesday	August 10, 2021 (typically cancelled if no action items)
Tuesday	September 14, 2021
Tuesday	October 12, 2021
Tuesday	November 9, 2021
Tuesday	December 14, 2021
Tuesday	January 11, 2022
Tuesday	February 8, 2022
Tuesday	March 8, 2022
Tuesday	April 12, 2022
Tuesday	May 10, 2022
Tuesday	June 14, 2022