



EXECUTIVE COMMITTEE

March 6, 2017

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

<u>Page</u>	<u>AGENDA</u>
	4:00 Adjustments to the Agenda
	4:05 Public Comment
	4:10 Consent Items (enclosed)*
2	a) Meeting Minutes – February 6, 2017
5	b) Financial Report
11	c) Executive Director Report
13	4:15 Contract/Agreement Authorization (enclosed)*
16	a) VT Agency of Transportation - FFY17 VTrans Transportation Planning Initiative, Amendment 1
22	b) VT Agency of Transportation – North Cascades Trail Scoping Study Project Commitment Form
25	c) New CVRPC agreement template and its use for previously approved contractor agreements
44	4:20 FY 16 Audit - Bonnie Batchelder, CPA (enclosed)*
	Presentation and acceptance of FY16 audit.
64	4:50 FY2017 Mid-Year Budget Adjustment (enclosed)*
	5:10 Personnel Policy Committee*
	Appoint additional Committee member
73	5:15 Policies (enclosed)*
	Adoption of these policies is required for CVRPC's Community Development Block Grant award.
	a) Fair Housing
	b) Use of Excessive Force
	c) Use of VCDP Funds for Federal Lobbying
	d) Code of Ethics for Administration of Vermont Community Development Program
	e) Subrecipient Oversight Monitoring
	5:30 Commissioner Handbook (copy at http://centralvtplanning.org/about/minutes-agendas-staff-reports/)
	Review of draft Handbook and set direction for continued development.
76	5:45 Commission Meeting Agenda (enclosed)*
	5:50 Possible Executive Session – 1 V.S.A §313(3), Personnel
	6:25 Adjourn

*Denotes anticipated action item

NEXT MEETING: Monday, April 3, 2017 at 4:00 p.m.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT Minutes
February 6, 2017

Present:

☒ Byron Atwood
☒ Julie Potter
☒ Tina Ruth

☒ David Strong
☒ Don La Haye

☒ Laura Hill-Eubanks
☐ Larry Hebert

Staff: B. Waninger

Guest: None.

Chair B. Atwood called the meeting to order at 4:07 pm.

Adjustments to the Agenda

Requests included:

- To add an update on status of Executive Director's performance review.
- To remove Brownfields contracts from the agenda as the Director was authorized to sign them.
- To add a discussion of a Commission Bylaw update to authorize a Line of Credit.

ED Performance Review

J. Potter requested an update on the Executive Director's evaluation process. Input needs to be requested from staff. B. Waninger will forward the original email to the Chair for his use.

Bylaw Update

The Committee discussed State Statute related to RPCs and Lines of Credit. Board bylaws must authorize incurring debt. Waninger circulated a draft bylaw change that would address statutory requirements.

D. Strong moved to place the bylaw change on the Commission's February 14 agenda with a recommendation to adopt the bylaw change; J. Potter seconded. Motion carried.

Public Comment

None.

Consent Items

L. Hill-Eubanks asked that the January 10 minutes be removed from the agenda for a change. She was absent from the meeting.

L. Hill-Eubanks moved to approve the consent agenda without the January 10 meeting minutes; D. La Haye seconded. Motion carried,

January 10, 2017 Minutes

L. Hill-Eubanks moved to approve the January 10, 2017 meeting minutes with a change noting she was absent from the meeting; D. La Haye seconded. Motion carried.

Financial Update

Waninger provided an update on the FY2016 Audit progress. B. MacBrien forwarded final information to the auditor on Saturday. The auditor had scheduled time beginning on Monday. ACCD and VTrans were notified the audit has been delayed. ACCD will hold the January quarterly payment until the audit is completed, and the Agency has reviewed it.

Waninger discussed the integrity of CVRPC's financial statements. B. MacBrien has been working to clarify historic information. For instance, accumulated depreciation on the Balance Sheet has not been changed since at least 2010. Pass through payroll is set up as a netting transaction in receivables, but not in expenses. Staff is working to address these historic issues. In the meantime, staff does not have confidence that the statements provide an accurate picture of the organization's finances. Staff provided budget-to-actuals and a cash flow statement to the Committee. Staff will continue working to address the issues as quickly as possible and will use other tools to monitor the Commission's finances.

The Committee discussed an approach for discussing cash flow and the Line of Credit with Commissioners. J. Potter requested that B. MacBrien provide her with Commissioner email addresses, and that B. Waninger provide her with language for an email to Commissioners.

Waninger reviewed financial priorities identified by staff and requested Executive Committee input. The Committee agreed the priorities were appropriate for addressing the organization's needs.

Contract/Agreement Authorization

The Brownfield contract addenda were removed from the agenda. The Executive Director was authorized to sign addenda in November.

D. Strong moved to authorize the Chair's signature on contracts with Watershed Consulting Associations for the Berlin Stormwater Master Plan and the Plainfield/Barre City/Barre Town Stormwater Master Plan; J. Potter seconded. Motion carried.

Personnel Policy Manual

Waninger noted that CVRPC's attorney had provided a cursory review and identified areas that should be updated or modified. She asked whether the Committee wanted to proceed with a more thorough legal review of the policies or only to address the major items. The Committee asked that a review be included in the FY18 budget.

L. Hill-Eubanks recommended that the Personnel Policy Committee review the attorney's recommendations. The Executive Committee agreed and referred the matter to the Personnel Policy Committee.

FY2017 Mid-Year Budget Adjustment

Waninger summarized the budget adjustment memo and asked for Committee input. D. Strong commented that the Town Appropriations amount appeared to be low. Waninger will adjust it and bring a new recommendation to the Committee for approval in March. The Committee tabled this item until its March meeting.

Clean Water Report

Waninger summarized the issue background and memo contents. She requested Committee input to shape the Commission discussion. The Committee recommended staff prepare a presentation on what CVRPC has been doing, why the policy input is being requested, and the value of Commissioner support.

1 Additional background information should be provided. Committee members suggested the issue be
2 framed specifically that RPCs have been asked for an opinion with a statement that Towns can act on
3 their own. Commissioners are being asked for a regional opinion. Staff will prepare a few slides for
4 concept clarity, not the details.
5

6 **Commission Meeting Agenda**

7 *J. Potter moved to approve the February 14 Commission agenda with the bylaws amendment added; T.*
8 *Ruth seconded. Motion carried.*
9

10 **Executive Session – 1 V.S.A §313(3), Personnel**

11 *L. Hill-Eubanks moved to enter Executive Session at 5:50pm to discuss personnel matters; J. Potter*
12 *seconded. Motion carried.*
13

14 *J. Potter moved to exit Executive Session at 6:22pm; L. Hill-Eubanks seconded. Motion carried.*
15

16 No action taken.
17

18 **Adjourn**

19 *L. Hill-Eubanks moved to adjourn at 6:27pm; D. La Haye seconded. Motion carried.*

March 6, 2017

Financial report to CVRPC Executive Committee:

Summary:

CVRPC's financial position continues to improve and cash flow is steadily recovering. During the last few weeks, the CVRPC bank balance has consistently averaged over \$40,000 and is expected to reach the normal \$60,000 average by the end of the fiscal year. Once this happens, it is planned to transfer \$10,000 back into the reserve fund. Of course, staff will continue to monitor cash flow until the third quarter ACCD grant money is received.

Grant invoicing is back on schedule - all December 2016 and January 2017 invoices have been submitted, with almost all payments received by the end of February. Payroll reimbursement invoices to MRVPD and Cross Vermont Trails are now sent immediately after the last payroll of the month instead of waiting until month end. This should add in keeping CVRPC's cash flow healthy. Several product based grant invoices and the February Transportation Planning Initiative grant invoice will be ready for submission during the week of March 6th.

Clean up of QuickBooks account codes over the last month as discussed below now provide a more accurate and up to date picture of net profit on a monthly basis.

Balance Sheet:

Assets:

➤ Account 1100 Accounts Receivable: Invoicing is back on schedule so we expect to see much reduced delays between finishing work and receiving payment. The aging status is as follows:

	<u>As of 12/31/16</u>	<u>As of 1/31/2017</u>
0-30 Days	\$77,620.80	\$78,684.74
31-60 Days	(\$0.01)	\$51,519.36
61-90 Days	\$9,074.29	\$0.01
>90 Days	<u>\$55,944.18</u>	<u>\$22,044.80</u>
Total	\$142,639.26	\$152,248.89

Please note that \$63,997 of the total receivables that are less than 30 days old

represents the ACCD payment that will not be paid until the FY16 audit is submitted and accepted. All but \$16,573 of receivables between 30 and 60 days old were received by the end of February 2017. Of the receivables greater than 90 days old - \$15,721 was received in February, \$472 was delayed due to a contract revision, and \$5,913 represents bad debt, data entry errors, and invalid invoices in previous fiscal years. These will be corrected and will not show as open Accounts Receivable in the next financial report.

- Account 12250 Accumulated Depreciation is only increased annually so you will not see any change until 6.30.2017.
- Account 1800 Equipment has increased by \$13,500 which reflects the 2016 purchase of a GPS unit.
- Account 1700 Deposits shows the office security deposit and will remain the same unless CVRPC moves its office.

➤

Liabilities:

- Accounts Payable at \$21,305.79 is within normal monthly fluctuations and in this case, represents a grant contractor invoice.
- Correction of 3 account codes has been completed
 - Account 2040 (accrued wages & FICA) has been corrected to zero as it represented pay earned in FY16 but paid in FY17. This normally is completed on the first day of the new fiscal year.
 - Account code 2111 (direct deposit liabilities) was on the previous month's report due to a duplicate deposit entry for a returned paycheck. The duplicate has been voided so this account number does not appear on this month's report.
 - Account 2140 (accrued vacation) is now being updated monthly instead of at year end.
- Investigation into negative values shown in accounts 2100 and 2110 is not yet completed but will be corrected for the next financial report.

Profit & Loss Statement:

Income and Expenses:

Net income is \$24,783.45, which includes \$4,000 in deferred LEPC grant income not yet been earned, remains positive. With new staff starting in March, CVRPC

expects to increase its billable hours which will also help generate positive revenue for the year. Expenses have stayed within budget for the first 7 months of FY 17.

Respectfully submitted,

Bonnie MacBrien
Finance and Office Manager

03/06/17

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As of January 31, 2017

Balance Sheet	Jan 31, 17
ASSETS	
Current Assets	
Checking/Savings	
1000 - Checking	54,700.92
1055 - CD People's United Bank	1,195.01
1070 - Peoples - CDBG Disaster Recover	0.42
Total Checking/Savings	55,896.35
Accounts Receivable	
1100 - Accounts Receivable	152,248.89
Total Accounts Receivable	152,248.89
Total Current Assets	208,145.24
Fixed Assets	
12250 - Accumulated Depreciation	-38,490.00
1800 - Equipment	63,407.25
Total Fixed Assets	24,917.25
Other Assets	
1700 - Deposits	4,415.00
Total Other Assets	4,415.00
TOTAL ASSETS	237,477.49
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 - *Accounts Payable	21,305.79
Total Accounts Payable	21,305.79
Other Current Liabilities	
2100 - FED/FICA withholding	-300.38
2110 - State withholding	-7.82
2140 - Accrued Vacation	19,002.01
2200 - Pension Liability	1,243.85
Total Other Current Liabilities	19,937.66
Total Current Liabilities	41,243.45
Total Liabilities	41,243.45
Equity	
3100 - Fund Balance	354,952.91
3200 - Invested in cap	15,812.00
3900 - Retained Earnings	-199,314.32
Net Income	24,783.45
Total Equity	196,234.04
TOTAL LIABILITIES & EQUITY	237,477.49

July 2016 through January 2017

P&L 7.1.16 - 1.31.17

	<u>Jul '16 - Jan 17</u>
Income	
4050 · DCA Core	191,992.53
4146 · MRVPD Admn	2,770.81
4185 · WBRD Admn	2,600.00
4202 · Town Dues FY 2017	71,537.40
4220 · ECO Northfield SW	8,490.00
4225 · ERP Northfld Village SW	64,020.00
4226 · East Montpelier Master Plan	10,519.41
4233 · LEPC SERC FY17	4,000.00
4401 · BCRC -Regional Energy Plan	10,000.00
4410 · Brownfields #2	13,147.87
4600 · Miscellaneous Income	3,622.85
4669 · NRPC Energy	2,000.00
4670 · HMGP MEGA	23,667.18
4670a · HMGP Mega Admin	1,386.86
4671 · EMPG CVRPC	6,959.60
4671a · EMPG - 16	4,106.78
4673 · Vigilant Guard (EMPG 14)	5,471.56
4684 · CDBG -Washington AM	6,235.35
4700 · Interest Income	4.67
4725 · Plainfield CDBG	749.00
4750 · GIS Project	708.00
4810 · Water Quality	11,936.13
4909 · Transportation	76,662.68
4910.5 · Better Back Roads	10,031.13
Total Income	<u>532,619.81</u>
Gross Profit	532,619.81
Expense	
5000 · Personnel	251,792.37
5001 · Staff Relocation Expense	3,000.00
6010 · Health Insurance	43,972.84
6011 · Life Disability Insurance	2,301.64
6012 · CVRPC FICA	18,863.26
6015 · Workmen's comp	3,089.00
6017 · Unemployment Comp	566.00
6018 · Pension Plan	9,843.64
6023 · Cleaning	1,105.00
6040 · Rent	23,951.06
6050 · Telephone	3,620.03
6060 · Postage	1,720.81
6070 · Dues/Pubs/Subs	5,897.69
6085a · ACCD - FY17 Core	6,764.15

July 2016 through January 2017

Jul '16 - Jan 17

6086 · CCRPC DEC HMGP	11.88
6087 · Vigilant Guard (EMPG 14) Exp.	54.38
6088 · MEGA HMPG	392.46
6089 · Barre Town man hole map	85.32
6090 · Staff Travel	316.74
6092 · EMPG travel etc	82.30
6092a · EMPG - 16 Direct Expenses	312.01
6097 · LEPC direct expenses	240.05
6100 · Office Supplies	5,010.48
6115 · Copier Lease Payments	3,073.15
6116 · Copier extra copies	473.17
6120 · Commission Meetings	865.00
6140 · Liability Insurance	1,509.00
6160a · Meetings/Programs	249.00
6170 · Miscellaneous	60.00
6180 · NRPC PDM-C	21.71
6181 · NRPC Energy Training	46.03
6187 · CDBG-18	30,000.00
6188-17 · Clean Water Act (CWA) 17 -	319.99
6188 · Clean Water	44.82
6190 · Northfield ECO SW	7,834.00
6195 · Northfld Village SW ERP	48,126.46
6330 · GIS Eqpt/Software	3,600.00
6350 · GIS Supplies	573.46
6400 · Regional Plan	201.37
6450 · East Montpelier MPG	81.94
6521 · BCRC Energy Plan Direct	105.38
6683 · CDBG- Washington AM	215.73
6825 · SafetyNet/server maintenance	3,393.00
6850 · CVRPC Audit	6,180.00
6855 · Legal Assistance	4,036.67
6860 · Government Relations	2,567.80
7000 · Transportation Direct	7,469.55
7000a · Vtrans TPI Admin	1,928.61
7000d · Vtrans TPI Short Range	1,445.68
7002 · VTrans Better Roads FY 16	307.26
7400 · Brownfields expense	114.47
Total Expense	507,836.36
Net Income	24,783.45

Executive Director's Report

March 1, 2017

GMT Next Generation Transit Plan

What would Green Mountain Transit's system look like if it were designed based on today's population and economic needs? What areas would be served, and how would routes be organized? Where would stops be located, and what amenities would be provided at those stops? GMT's Next Generation Transit Plan aims to answer these and other questions.

GMT's transit system is based on the 1970s needs of Chittenden County and on the 1980s and 90s needs of Northwest and Central Vermont. The system expanded and changed based on community need, development location, and the ability of municipalities to contribute matching funds. However, the underlying system is based on development patterns from 30-40 years ago.

CVRPC aims to insure Central Vermont's voice contributes to the Plan. CVRPC has committed to:

- convening a working group of human service agencies in partnership with the Green Mountain United Way; and
- funneling municipal perspectives into the plan using its Transportation Advisory Committee.

CVRPC would appreciate public and municipal input about specific challenges affecting Central Vermont, and about directions the Next Gen Plan should take to address them. To contribute ideas about these topics or to request a presentation and discussion about the Next Gen Transit Plan, contact Bonnie Waninger at Waninger@cvregion.com or 229-0389.

Increasing Municipal Voices in State Transportation Policy and Projects

Vermont's demand for transportation improvement far exceeds its available funds. VTrans applies asset management principles to the transportation network. These principles take a long-term view of the network and choose activities that minimize long-term costs. *Municipalities can affect state investment in projects by appointing representatives to participate in CVRPC's Transportation Advisory Committee (TAC).* Among its duties, the TAC prioritizes Central Vermont projects for state investment.

Project prioritization assigns numeric scores to competing projects based on defined criteria. VTrans scoring accounts for 80-85% of a project's total score, and RPC TAC input accounts for 15-20%. In 2009, RPC advocacy resulted in increased local input for selecting paving projects, the ability to substitute a new project, and increased information from VTrans about projects so TACs understand the "big picture" in which prioritization operates.

Annually after Town Meeting, CVRPC requests municipalities appoint representatives to its Board of Regional Commissioners and its Transportation Advisory Committee (TAC). The TAC addresses regional transportation issues through VTrans project prioritization, facilitates local involvement in

transportation planning, selects transportation projects for CVRPC funding, and provides input and policy recommendations to the Board of Commissioners, including review of State plans, policies, and legislation. The TAC is an avenue for municipalities to influence state and regional transportation policy.

As we move into a new fiscal year, I encourage municipalities to fill vacant TAC seats, and to encourage TAC representatives to participate regularly in monthly meetings. Both are necessary to insure Central Vermont's transportation system works for all 23 municipalities.



MEMO

Date: March 2, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

I am requesting Executive Committee approval of the following:

GRANT AND SERVICE AGREEMENTS

VT Agency of Transportation, FFY17 Transportation Planning Initiative – Amendment 1

Scope of Work: No changes were made to the Scope of Work.

Funding: This amendment corrects a match-related error in the original agreement. CVRPC receive \$9,124 to complete updates to the VTCulverts system and to coach municipalities and other RPCs on the system's use. VTrans agreed to provide the 20% match for these funds. The original agreement template was not adapted, and required CVRPC to provide 10% of the match.

<i>Description</i>	<i>Original</i>	<i>Amended</i>	<i>Difference</i>
Federal (80%) & State (10%) Grant	\$212,743.80	\$214,529.00	\$1,785.20
CVRPC Match (Mixed%)	\$23,638.20	\$22,725.00	(\$913.20)
Program Total	\$236,382.00	\$237,254.00	\$872.00

Match Source: State allocation funds for regional planning through CVRPC's agreement with the Agency of Commerce and Community Development

The agreement's performance period and staffing remain the same. CVRPC will complete a mid-year budget adjustment on this contract in May or June. At that time, CVRPC will adjust staffing to reflect new personnel and new positions for existing personnel

VT Agency of Transportation – North Cascades Trail Scoping Study Project Commitment Form

Scope of Work: Complete a scoping study for a 5,350 foot shared use path on the old road bed of the Worcester/Elmore Road (Rt. 12). CVRPC agreed to serve as fiscal agent for the project and provide coaching to the Vermont River Conservancy regarding Transportation Alternatives program guidelines.

Funding:

Grant Amount: \$22,595 (50% federal funds)

Match Amount: \$22,595

Match Source: Vermont River Conservancy cash and cash-in-kind services. If VRC fails to meet its match obligations, CVRPC would use state allocation funds for local and regional planning through CVRPC's agreement with the Agency of Commerce and Community Development

Performance Period: Will be provided in the Agreement with VTrans. It is typically 18-24 months.

CVRPC Staff: Dan Currier will be the primary staff. Bonnie Waninger will provide coaching as Currier transitions into transportation project management.

Notes: Contractor services are \$44,690; CVRPC services are \$500.

CONTRACT APPROVALS REQUESTED

CVRPC has modified its organization-wide contractor agreement template to reflect updates to federal regulations and state contracting documents. Staff requests Executive Committee approval of the new template documents. This template will be used for any new contracts and for contracts previously approved by the Committee if not executed. Previously approved contracts include:

- Brownfields Program Master Agreement with Stone Environmental, The Johnson Company, LE Environmental, and Sanborn Head
- Dubois & King for a Flood Study of the Mad River area and a portion of Waterbury along the area of Thatcher Brook and Winooski River
- Watershed Consulting for a Stormwater Master Plan for Berlin
- Watershed Consulting for a Stormwater Master Plan for Barre City, Barre Town, and Plainfield

What are the major modifications from previously approved contracts?

- Brownfield Master Agreements: Exhibits were modified in the Table of Contents. Items in the articles were removed because they were duplicative of Standard Agreement Provisions or were moved to the Standard Provisions. Exhibits were added to reflect the new template.
- Attachment A following a Federal and State trend of summarizing the major information in a contract using an accessible format. It also requires staff to document completion of required steps in the contracting process. 2 CFR Part 200 requires that recipients of federal funds a) develop policies and procedures, b) follow them, and c) document that they are followed.
- Attachment B details payment provisions using the primary means authorized in 2 CFR Part 200. Attachment B also includes new language related to monitoring and reporting based on a requirement for these activities in 2 CFR Part 200 and state and federal contracting trends for fulfilling this requirement.
- Attachment C, Standard Agreement Provisions: The Provisions were updated to match the current template used by the State of Vermont. This template includes new provisions (section 3, 4, 5, 6, 8, 9, revised 10 for Workers Comp, 12, 13, 14, 15, 18, revised 20, revised 23, revised 24, 25, and 27-36). Sections from the provisions included in RFPs were deleted when no longer applicable.
- Attachment D includes provisions applicable to federally funded contracts only. Staff must read and understand provisions governing their projects to complete this attachment.
- Attachment E offers a place for provisions applicable to a single contract, such as revised Defense and Indemnity language. At least two contractors have reported their insurance companies will not insure the standard language included in State of Vermont Standard Contract Provisions. Language in Attachment E is alternate language offered by the State of Vermont. It was provided to CVRPC's insurance company for review. The revised language will only be used if a contractor specifically requests revised language.

Staff recommends approval of the VTrans agreements, the contract template, and changes to previously approved agreements.

Part 2 – Grant Agreement

Parties: This is a Grant Amendment for services between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **Central Vermont Regional Planning Commission**, (hereinafter called “Subrecipient”), the Agreement dated **November 4, 2016**, is hereby modified as follows:

3. Award Details: *Grant Agreement Part 1 – Grant Award Detail* is hereby deleted and replaced in its entirety with the revised *Grant Agreement Part 1 – Grant Award Detail* attached and made a part hereof.

Attachment B – Payment Provisions; is hereby deleted and replaced in its entirety with the revised Attachment B - Payment Provisions attached and made a part hereof.

Except as modified by this or any existing Amendments, all other provisions of the original Agreement dated **November 4, 2016**, shall remain unchanged and in full force and effect.

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

SUBRECIPIENT:
CENTRAL VERMONT REGIONAL PLANNING
COMMISSION

By

By:

Joe Flynn
Secretary of Transportation
or Duly Authorized Agent

Title: _____

Date: _____

(Print name)

Date: _____

APPROVED AS TO FORM

By: 
Assistant Attorney General

Date: 2/23/2017

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: GR1062				² Original <input type="checkbox"/> Amendment # 1			
³ Grant Title: CVRPC FY 17 Transportation Planning Initiative Work Program							
⁴ Amount Previously Awarded: \$ 212,743.80			⁵ Amount Awarded This Action: \$ 1,785.20			⁶ Total Award Amount: \$ 214,529.00	
⁷ Award Start Date: 10/1/16			⁸ Award End Date: 9/30/17			⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
¹⁰ Vendor #: 0000043329			¹¹ Grantee Name: Central Vermont Regional Planning Commission				
¹² Grantee Address: 29 Main Street, Suite 4							
¹³ City: Montpelier				¹⁴ State: VT		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Vermont Agency of Transportation						¹⁷ Business Unit: 08122	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$ 22,725		Description: RPC Cash Match			
²⁰ If this action is an amendment, the following is amended: Amount: <input checked="" type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee DUNS #: 158842195				²² Indirect Rate: 106.90 % (Approved rate or de minimis 10%)		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 06						²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund	\$	\$	\$				
Special Fund	\$	\$	\$				
Global Commitment (non-subrecipient funds)	\$	\$	\$				
Other State Funds	\$ 23,638.20	\$ 913.20	\$ 24,551.40	State Transportation Funds			
FEDERAL FUNDS (includes subrecipient Global Commitment funds)				Required Federal Award Information			
³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
20.205	1052 State Planning & Research	\$ 189,105.60	\$ 872.00	\$ 189,977.60	AFFF	10/1/15	\$ 189,977.60
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$212,743.80	\$1,785.20	\$ 214,529.00			
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY				GRANTEE			
NAME: Amy Bell				NAME: Bonnie Waninger			
TITLE: Planning Coordinator				TITLE: Executive Director			
PHONE: 802-828-2678				PHONE: 802-229-0389			
EMAIL: amy.bell@vermont.gov				EMAIL: waninger@cvregion.com			

Effective 12/26/2014

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed up to the maximum amounts stated below provided such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant.

- A. General. In accordance with Attachment A, **Work Program and Budget, dated July 6, 2016**, and Attachment B, Budget Detail by Task and Expense Categories, the total estimated cost of all activities to be performed under this Agreement is **Two Hundred Thirty-Seven Thousand Two Hundred Fifty-Four Dollars (\$237,254.00) (\$189,977.60 in Federal Funds, \$24,551.40 in State Funds and \$22,725.00 in Local Funds)**. The STATE agrees to pay the Subrecipient and the Subrecipient agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, ninety percent (90%) of the actual cost of the work performed for funding source **STP SPR PL-1 (54) EA #0001054, Sub/Job #706** in accordance with Attachment A, dated **July 6, 2016**, which is attached hereto. All costs necessary to carry out the activities described in Attachment A, are to be determined by actual cost records kept by the RPC and any contractors of the RPC in accordance with the provisions of this Agreement, the cost principals established by 49 CFR 18.22 and 2 CFR 225, and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Maximum Limiting Amount. The total amount to be paid to the Subrecipient for services related to Attachment A, Work Program, under this Agreement shall not exceed the maximum limiting amount of **Two Hundred Fourteen Thousand Five Hundred Twenty-Nine Dollars (\$214,529.00)**.

The STATE shall pay, or cause to be paid, to the Subrecipient progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the STATE, for all work. Request for payment for Contractor activities shall be included with the Subrecipient's submittals, but will be documented separately.

Reimbursement of Meals and Travel Expenses, where applicable, for contractors, vendors, service providers and grantees, including sub-grantees and (sub) contractors, shall be limited to the currently allowed rates as determined by the State's non-management bargaining unit labor contract.

The maximum allowable reimbursement rate for meals is as follows:

Effective July 1, 2005		
	IN-STATE	OUT-OF-STATE
Breakfast	\$5.00	\$6.25
Lunch	\$6.00 *	\$7.25
Dinner	\$12.85	\$18.50

* This amount is only reimbursed for day after night of lodging

Automobile mileage actually and necessarily traveled shall be reimbursed at the rate established by the Federal General Services Administration (GSA).

The STATE shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs incurred will be in the same format as Attachments A and B.

The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The STATE shall seek to make payments within thirty (30) days of receipt of an invoice from the Subrecipient.

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

The value of third party in-kind contributions are acceptable as the cost sharing or matching requirements for federal funding when claimed in accordance with 49 CFR 18.24 (a)(2) and written procedures approved by the STATE.

See the attached line item budget and budget narrative, Attachment B.

The SUBRECIPIENT shall provide for the continuing the comprehensive, cooperative and continuing transportation planning process in accordance with this Work Plan and the attached budget. The completion of the Work Plan is subject to the availability of funds, as referenced in section 3 and 5 of this Agreement.

Written reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical.

Payment must be requested using a Cash Request Form.

A financial close out report must be submitted within 45 days of the end date of the grant.

All completed forms should be submitted to:

Name: Director of Policy, Planning & Intermodal Development
Address: Vermont Agency of Transportation
National Life Building
One National Life Drive
Montpelier, VT 05633-5001

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
FFY 2017 Transportation Planning Initiative
 June 2016

Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$18,900
Task 2	Public Participation and Coordination	\$50,835
Task 3	Long Range Transportation Planning	\$47,361
Task 4	Short Range Transportation Planning	\$94,585
Task 5	Project Development Planning	\$15,572
Task 6	Other Planning Activities	\$9,129
Total		\$236,382

Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY17	Total Hours	Total Cost
Executive Director	\$37.76	210	\$7,930
Senior Planner I	\$28.38	1,480	\$42,002
Program Manager	\$26.41	532	\$14,052
Planner I	\$19.84	645	\$12,797
Asst. Planner I	\$18.63	300	\$5,589
Finance & Office Mng'r	\$27.64	110	\$3,040
Asst. Planner II	\$15.87	340	\$5,396
Planner II	\$21.63	120	\$2,596
Senior Planner II	\$30.11	70	\$2,108
Planning Technician	\$13.00	220	\$2,860
Total		4,027	\$98,369

Indirect Costs	106.90%		
RPC Staff Position	of Hourly Rate	Total Hours	Total Cost
Executive Director	\$40.37	210	\$8,477
Senior Planner I	\$30.34	1,480	\$44,901
Program Manager	\$28.23	532	\$15,021
Planner I	\$21.21	645	\$13,680
Asst. Planner I	\$19.92	300	\$5,975
Finance & Office Mng'r	\$29.55	110	\$3,250
Asst. Planner II	\$16.97	340	\$5,768
Planner II	\$23.12	120	\$2,775
Senior Planner II	\$32.19	70	\$2,253
Planning Technician	\$13.90	220	\$3,057
Total		4,027	\$105,156

Direct Costs	Total Cost
Contractual	\$22,457
Travel	\$6,000
Supplies	\$950
Equipment	\$0
Meetings	\$1,150
Data & References	\$200
Postage	\$500
Copy/Print	\$500
Advertising	\$1,100
Total	\$32,857

Fund Allocation			
Task	Task Description	CVRPC Share ¹	VTrans Share ²
Task 1	Program Administration	\$1,890	\$17,010
Task 2	Public Participation and Coordination	\$5,084	\$45,752
Task 3	Long Range Transportation Planning	\$4,736	\$42,625
Task 4	Short Range Transportation Planning	\$9,459	\$85,127
Task 5	Project Development Planning	\$1,557	\$14,015
Task 6	Other Planning Activities	0	\$10,000
Subtotal by Share		\$22,725	\$214,529
Agreement Total			\$236,382

Notes:

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

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

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION
FFY2017 Transportation Planning Initiative**

June 2016

Exhibit 4: Time-Task-Cost Summary

A. Personnel (Hours)

Task #	Task Description	Exec Dir.	Sr. Planner I	Program Mgr.	Planner I	Asst. Planner I	Enr/Off Mgr.	Asst. Planner II	Planner II	Sr. Planner II	Planning Tech.	Total Hours
1	Administration	25	50	10	5		50					140
2	Public Participation & Coordination	50	500	30	30	100	30	250		20		1,490
3	Long Range Transportation Planning	110	350	55	110	100	30	50	50			875
4	Short Range Transportation Planning	20	400	300	500					30	220	1,530
5	Project Development Planning	5	160			50			60			295
6	Other Planning Activities			167								167
Total		210	1,480	532	645	300	110	340	120	70	220	4,057

B. Direct Costs (\$)¹

Task #	Task Description	Contractual	Travel	Supplies	Equipment	Meetings	Data/Ref.	Postage	Copy/Print	Advertising	Total
1	Administration		\$5,000	\$950		\$1,150	\$200	\$500	\$500	\$1,100	\$10,400
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning	\$22,457									\$22,457
5	Project Development Planning										\$0
6	Other Planning Activities										\$0
Total		\$22,457	\$5,000	\$950	\$0	\$1,150	\$200	\$500	\$500	\$1,100	\$32,857

C. Cost Proposal Summary (\$)

Task #	Task Description	Hourly Rate	Exec Dir.	Sr. Planner I	Program Mgr.	Planner I	Asst. Planner I	Enr/Off Mgr.	Asst. Planner II	Planner II	Sr. Planner II	Planning Tech.	Total Personnel	Indirect	Direct	Total Costs
1	Administration	\$37.76	\$944	\$28.38	\$26.41	\$19.84	\$18.63	\$7.64	\$15.87	\$21.63	\$90.11	\$13.00	\$4,108	\$4,392	\$10,400	\$18,900
2	Public Participation & Coordination	\$1,888	\$14,190	\$0	\$955	\$2,182	\$1,863	\$829	\$4,602	\$0	\$602	\$0	\$24,570	\$26,265	\$0	\$50,835
3	Long Range Transportation Planning	\$4,154	\$9,933	\$1,453	\$2,182	\$2,182	\$1,863	\$829	\$794	\$1,082	\$602	\$0	\$24,831	\$24,470	\$0	\$49,301
4	Short Range Transportation Planning	\$753	\$11,352	\$7,023	\$9,920	\$9,920	\$932	\$0	\$0	\$216	\$903	\$2,860	\$34,861	\$37,267	\$12,457	\$94,585
5	Project Development Planning	\$183	\$5,108	\$0	\$0	\$0	\$932	\$0	\$0	\$1,298	\$0	\$0	\$7,527	\$8,046	\$0	\$15,572
6	Other Planning Activities	\$0	\$0	\$0	\$4,412	\$12,737	\$5,585	\$3,040	\$5,396	\$2,596	\$2,108	\$2,860	\$30,368	\$4,716	\$0	\$35,119
Total		\$7,930	\$42,002	\$14,097	\$12,737	\$5,585	\$3,040	\$5,396	\$2,596	\$2,108	\$2,860	\$2,860	\$30,368	\$105,156	\$12,457	\$236,382

106.9%	Indirect Rate	\$8,417	\$44,901	\$15,021	\$13,690	\$5,975	\$3,250	\$5,788	\$2,775	\$2,253			Total Employee Indirect	\$9,057		\$105,156
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Notes

¹ Contractual: Audit services, engineering services as needed for problem evaluation
 Travel: Mileage, transportation, parking, rooms
 Supplies: Office and traffic counting supplies, mapping supplies used for transportation planning
 Equipment: Counting and inventory equipment, computers used for transportation planning
 Meetings: Meeting room space, other associated costs, meals, conference / workshop fees
 Data / Ref: Reference materials, portion of cost of new or existing map
 Postage: Large packages, special mailings
 Copies / Printing: Reproduction costs, including photocopies (\$0.05 b&w; \$1.00 color) and outside print/copy services
 Advertising: Advertising, legal notices

Vermont Agency of Transportation
Municipal Assistance Bureau
Grant Recipient
Project Commitments Form (PCF)

Grant Recipient (*Grantee*): Central Vermont Regional Planning Commission

Project Name: North Cascades Trail Scoping Study

Name of full-time Municipal employee in *Responsible Charge* of this project regardless of any additional contracted management services: Daniel Currier, Program Manager

By signing at the bottom of this document, the *Grantee* agrees to the following:

1. We acknowledge that we are responsible for providing the local share of the project funding and commit to doing so.
2. We are ready to move forward with this project and will sign the grant agreement within one month of receiving it from the State of Vermont Agency of Transportation (VTrans).
3. Within 2 months of receiving a fully executed grant agreement from VTrans, we will begin the procurement process for contracted services (i.e. project management and/or engineering.) If both of these services will be procured, the RFP/RFQ for design services must be advertised within one month of the selection of the Municipal Project Manager (MPM).
4. The *Grantee* shall obtain a detailed proposed schedule from the design consultant, which indicates the time duration for key steps which advance the project to contract plans and bid documents within 1 month of the design contract being executed. Municipal Assistance Bureau staff members will review and verify that adequate timeframes are included for VTrans reviews and required project milestones. We agree to work with VTrans to develop a mutually-agreeable initial baseline project schedule, against which project progress will be evaluated.
5. We will submit reports at least quarterly that detail project progress, as compared to the baseline schedule. We will notify the VTrans project supervisor of any proposed changes to the baseline schedule in a timely manner. These will be discussed and reviewed. Impacts to key milestones resulting from an approved schedule change will be identified and discussed.
6. Project invoices requesting reimbursement for eligible expenses will be submitted at least quarterly, but may be submitted monthly.
7. We understand that a copy of this PCF will be appended to the grant agreement.

Authorized municipal official (Name and Signature)

Date

State of Vermont
Division of Policy, Planning and
Intermodal Development
One National Life Drive
Montpelier, VT 05633
www.aot.state.vt.us

Agency of Transportation

[phone] 802-828-5753
[fax] 802-828-3983
[ttd] 800-253-0191

February 27, 2017

Ms. Bonnie Waninger
Town of Worcester
29 Main St., Suite 4
Worcester/Elmore, VT 05201

RE: Grant Application for a scoping study to determine the feasibility of constructing a 5,350 ft. shared-use path on the old road-bed of the Worcester/Elmore Rd (Rt. 12).

Dear Ms. Waninger,

Thank you for your recent application on behalf of the Town of Worcester/Elmore for funding through the 2017 Transportation Alternatives Program. The selection committee met on January 18, 2017 and voted to award your project **\$22,595** in federal funds, which will require **\$22,595** in matching funds.

In accordance with the requirements of the program, your award is capped and the amount indicated above will be considered the maximum limiting amount of federal funds available to the project, so it will be important that the project budget be monitored closely. Project details will be articulated in a grant agreement with the Agency of Transportation (VTrans). We expect that the project will be advanced expeditiously and have outlined some of those expectations on the attached Project Commitments Form (PCF). Please review the form, sign it and return it as soon as possible but within one month of receipt. Conversely, please notify us as soon as possible if you are not interested in moving forward. Once the form is received, we will begin working on your grant agreement. Reimbursable work cannot begin until after the grant agreement is executed.

Federal requirements have necessitated that a pre-award risk assessment be performed on all federal grants. This award is contingent upon a pre-award risk assessment which will be performed by VTrans. The attached PCF includes information necessary for VTrans to administer the risk assessment. The PCF also includes other, general *Grantee* agreements that are essential to this project.

After receipt of the attached PCF, a VTrans staff member from the Municipal Assistance Bureau – Local Projects Section will be assigned to your project and an initial project meeting will be scheduled. At this meeting, there will be discussion on the project development process, typical project schedule and next steps.

As you know, this is a reimbursement program and not a direct grant. The offering of this conditional award should not be construed as approval of all work, methods, terms or other specifics proposed in your application. Your award will be governed by the terms of the

Grant Agreement with VTrans, including all applicable VTrans, State, and Federal program requirements.

If you should have any questions do not hesitate to contact Scott Robertson of the MAB - Local Projects Section directly at 802-828-5799. We look forward to working with you and your community towards a successful implementation of your project.

Sincerely,



Michele Boomhower
Director of Policy Planning &
Intermodal Development

cc: RPC
Planning Coordinator
Legislators
DTA
Project File

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

STANDARD CONTRACT

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$	Contract Start Date:	Contract End Date:	
Contractor Name:			
Contractor Physical Address:			
City:	State:	Zip Code:	
Contractor Mailing Address:			
City:	State:	Zip Code:	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

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

Contractor Duns:		
DUNS Registered Name (if different than Contractor Name above):		
SAM checked for DUNS Suspension and Debarment Exclusions (https://www.sam.gov/portal/public/SAM/ Print Screen Must be Placed in Contract File)		
Date:	Initials:	SAM Expiration Date:
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing/debarment Print Screen Must be Placed in Contract File)		
Date:	Initials:	Debarment Expiration Date:
Risk Assessment completed (Completed Assessment Must be Placed in Contract File)		
Date:	Initials:	
Federal Audit Clearinghouse checked for Audit (https://harvester.census.gov/facdissem/Main.aspx)		
Date:	Initials:	
IRS Form W9 required? Yes <input type="checkbox"/> No <input type="checkbox"/> (Documentation from Contractor Must be Placed in Contract File)		
Date:	Initials:	
Tax Exempt purchases? Yes <input type="checkbox"/> No <input type="checkbox"/> (CVRPC Tax Exemption Certificate Must be Provided to Contractor or Subrecipient)		
Date:	Initials:	
Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes <input type="checkbox"/> No <input 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:
SECTION 3 – FUNDING SOURCE	
Funding Type:	<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other
CFDA #:	Agreement #:
Program Title:	Source:
SECTION 4 – CONTACT INFORMATION	
CVRPC	CONTRACTOR
<u>Project Manager</u>	<u>Project Manager</u>
Name:	Name:
Title:	Title:
Work Phone:	Work Phone:
Email:	Cell Phone (if applicable):
	Email:
<u>Finance/Billing</u>	<u>Finance/Billing</u>
Name: Bonnie MacBrien	Name:
Title: Finance & Office Manager	Title:
Work Phone: 802-229-0389	Work Phone:
Email: macbrien@cvregion.com	Cell Phone (if applicable):
	Email:
	Address if different than Section 1):
	Mailing:
	City/State/ZIP:

Part 2 – Contract Agreement

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the Central Vermont Regional Planning Commission (hereafter called “CVRPC”) and _____ with its principal place of business at _____ (hereafter called “Contractor”). Contractor’s form of business organization is _____. 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 services generally on the subject of _____. 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 CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ _____.

4. Contract Term. The period of contractor's performance shall begin on _____, 20____ and end on _____, 20____.

5. Prior Approvals. Approval by the Executive Director is required for all contracts. If approval by the CVRPC Executive Committee is required, (\$10,000 and over), neither this contract nor any amendment to it is binding until it has been approved by the Committee.

Approval by the Executive Committee ____is / ____ is not required.

6. Amendment. This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the CVRPC and Contractor.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of ____ (#) ____ pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed
Attachment B - Payment Provisions and Monitoring & Reporting Requirements
Attachment C - Standard Agreement Provisions (effective date 02/27/17)
Attachment D - Other Provisions (if any)
Attachment E - Wage Rate Determinations
Attachment F - Grant Agreement (if required by the funding agency)

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment F (if applicable)
- 3) Attachment E (if applicable)
- 4) Attachment D (if applicable)
- 5) Attachment C (Standard Agreement Provisions)
- 6) Attachment A (Scope of Work to be Performed)
- 7) List other attachments in order of precedence
- 8) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

For the CVRPC:

Signature: _____

Name: _____

Title: _____

Date: _____

For the Contractor:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

Scope of Work to be Performed

Objective:

Activity(s) to be Performed:

Performance Measures:

ATTACHMENT B

Payment Provisions and Monitoring & Reporting Requirements

PAYMENT PROVISIONS

The Party shall provide the services listed in Attachment A to CVRPC at the rates listed in the scope of work attached to this Agreement.

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

CVRPC agrees to compensate the Party for services performed as defined in the Scope of Work, up to the maximum amount, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this grant.

Payment. Work performed will be paid as follows: **DELETE THESE INSTRUCTIONS AND ANY OPTIONS THAT DO NOT APPLY**

FIXED PRICE (DELIVERABLES): *Specify an invoice schedule that corresponds to completion of the deliverables or phases of work described in Attachment A. Deliverable dates for the contractor must be at least two weeks prior to deliverable dates in CVRPC's grant agreement.*

Party shall submit invoices to the CVRPC in accordance with the following schedule:

<u>Deliverable</u>	<u>Completed By</u>	<u>Invoice Amount</u>
Site visit & summary of partners' meeting	May 1, 2015	\$2,000.00
30% completion	July 1, 2015	\$5,000.00
Final Report	August 31, 2015	\$8,000.00

COST REIMBURSEMENT (TIME AND MATERIALS):

Actual costs up to the Agreement maximum as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement, and in accordance with the Party's written hour and cost estimate submitted and approved prior to the start of work. Invoices shall be submitted no more than monthly. *RFPs should specify that proposals include costs by task and require answers to questions and that CVRPC may require other information prior to Agreement execution, including information to complete a Contractor Risk Assessment.*

OTHER: *(please specify; must be discussed with the Executive Director prior to using)*

The CVRPC shall pay, or cause to be paid, to the Party progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the CVRPC for all work.

The CVRPC shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions described previously in Attachment B.

The Party shall immediately notify CVRPC if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. In the case of a cost reimbursement agreement, the Party will supply a new estimate for CVRPC approval. CVRPC is not obligated to authorize additional expenditures. The Party will not be reimbursed for any services or expenses which have not been previously approved by CVRPC.

Sub-contractor rates shall be consistent with those provided in Party's scope of work. Markups for sub-contractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary Party services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this Agreement.

Invoicing. The Party shall submit invoices to CVRPC as noted above. Charges will be separated by task as designated by CVRPC in proposal or bid documents and shall include the estimated task amount and total charges billed by task to date. If Party is working under more than one Agreement with CVRPC, Party shall invoice each Agreement separately. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to: CVRPC Executive Director
29 Main Street, Suite 4
Montpelier, VT 05602

The CVRPC will seek to make payments within forty-five (45) days of receipt of an invoice from the Party. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the project manager, CVRPC 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 final payment will be paid upon final project completion and acceptance by the CVRPC.

MONITORING REQUIREMENTS

Monitoring is **REQUIRED** under this Agreement. Monitoring will include *(select all that apply; monitoring is based on the Contractor Risk Assessment)*:

- Monitoring of pass through requirements.
- Comparison of actual accomplishments to Agreement objectives.

- Reasons why established goals were not met.
- Explanation of cost overruns or high unit costs.
- Significant developments.
- Site visits as warranted by program needs.

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Regular Progress Reports submitted with invoices.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

Regular Progress Reporting. Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Party's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Party is invoicing for reimbursement.

Significant Development Report. The Party must report the following events by e-mail to CVRPC's Project Manager as soon as possible after they occur:

- 1) Developments that have a significant favorable impact on the project.
- 2) Problems, delays, or adverse conditions which materially impair the Party's ability to meet the objectives of the award.

Other Reports. CVRPC's funding agency may request or require other reports during the Agreement period. If CVRPC's requires Party's assistance to complete this reporting, Party shall provide the necessary information requested by CVRPC.

CVRPC must submit monthly/quarterly/annual/biannual/other (specify) reports to the name funding sources. It is imperative that the Party supply the CVRPC with the necessary information so that the CVRPC can provide these reports in a timely manner.

Periodic reports, certified by an authorized agent of the Party, shall be submitted as required. Failure to submit timely, accurate, and fully executed reports shall constitute an "Event of Default" and will result in a mandate to return the funds already disbursed under this agreement, and/or the withholding of current and future payments under this Agreement until the reporting irregularities are resolved to the CVRPC's satisfaction.

ATTACHMENT C

Standard Agreement Provisions

REVISED FEBRUARY 27, 2017

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

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

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

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

The undersigned understand that this agreement contains an agreement to arbitrate. After signing this document, both parties understand that neither will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

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

6. Sovereign Immunity: The State of Vermont reserves all immunities, defenses, rights or actions arising

out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

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

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

9. Defense and Indemnity: The Party shall defend the CVRPC or the State and their officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The CVRPC or the State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The CVRPC or the State retains the right to participate at its own expense in the defense of any claim. The CVRPC or the State shall have the right to approve all proposed settlements of such claims or suits. In the event the CVRPC or the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the CVRPC or the State.

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

The Party shall indemnify the CVRPC and the State of Vermont and their respective officers and employees in the event that the CVRPC or the State, 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.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the CVRPC or the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

10. Insurance: Before commencing work on this Agreement the Party must provide certificates of

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

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

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

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

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

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

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

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

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of

aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the CVRPC.

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

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

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

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

15. 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.

16. 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.

17. Taxes Due to the State:

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

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

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

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

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

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

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

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

Section 12, False Claims Act;
Section 13, Whistleblower Protections;
Section 15, Fair Employment Practices and Americans with Disabilities Act;
Section 17, Taxes Due the State;
Section 19, Child Support;
Section 21, No Gifts or Gratuities;
Section 26, Certification Regarding Debarment;
Section 27, Certification Regarding Use of State Funds;
Section 35, CVRPC and State Facilities; and
Section 36, Location of State Data.

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

22. 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.

23. Work Product Ownership: Upon full payment by CVRPC, all products of the Party's work, including: outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of CVRPC and shall remain accessible to the public. These items may not be copyrighted or resold by the Party.

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

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

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

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

27. Certification Regarding Use of State Funds: In the case that 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.

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

29. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the CVRPC 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.

30. Force Majeure: Neither the CVRPC 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.

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

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

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

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

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

D. Cancellation: Normal cancellation procedures notwithstanding, CVRPC reserves the right to order

immediate suspension of Party operations and termination of this Agreement in the event of Party negligence or Party practices in apparent violation of State or Federal law or regulations.

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

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

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

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

(End of Standard Provisions)

ATTACHMENT D

Provisions for Federally Funded Agreements

NOTE: This attachment will be used ONLY on federal funded agreements. All federally funded agreements have mandated pass through provisions for contractors and subrecipients (when CVRPC grants federal funding to another organization). Additional provisions apply based on the type of agreement, amount awarded to CVRPC, amount awarded to a contractor or subrecipient, and agency-specific and program-specific provisions. Language for the mandated provisions varies by federal agency.

The examples below are the mandated provisions. CVRPC will list the required provisions of each grant based on the agreement CVRPC signs with the funding source. When staff develops a version of this attachment for a specific funding source (ex. EPA, VTrans/FHWA, ACCD/CDBG), the attachment is saved for use on future contracts and subgrants.

This Agreement is funded in whole or in part by federal funds from the (insert state or federal awarding agency and the federal funding source). As such, the following additional provisions apply:

Federal Requirements Pertaining to All Contracts and Subgrants:

- A. Equal Opportunity Employment:** Contractors and subrecipients cannot discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. They are required to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- B. Davis-Bacon Act:** Contractors and subrecipients are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, they are required to pay wages not less than once a week.
- C. Debarment and Suspension:** Contractors and subrecipients must not be listed on the governmentwide exclusions in the System for Award Management (SAM).
- D. Anti-Lobbying:** For awards exceeding \$100,000, contractors and subrecipients must file the required certification.
- E. Rights to Inventions:** Applies to awards that meet the definition of “funding agreement” under 37 CFR § 401.2 (a). Applies to contracts with small business firms or nonprofit organizations regarding the substitution of parties, assignment or performance of

experimental, developmental, or research work under that “funding agreement,” CVRPC and any of its subrecipients must comply with the requirements of 37 CFR Part 401.

- F. Clean Air and Water Pollution Control Acts:** If CVRPC receives a federal award in excess of \$150,000, contractors and subrecipients, regardless of the amount of their contract or agreement with CVRPC, are required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended.

Additional Federal Requirements Pertaining Only to Subgrants:

- 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 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the CVRPC and 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.

Sample Provision Applicable to VTrans Agreements Only

- A. Architect/Engineer Professional Service Agreement.** Attachment C, Paragraphs 9 and 10 are deleted in their entirety and replaced with the following:

9. Independence, Liability, Indemnity:

- A. This Agreement requires the Party to provide professional services in the design and/or engineering of all or a part of the Project to which this Agreement relates. This is not an Agreement for construction services. However, construction administration, observation, or certification services may be required on the part of the Party if this Agreement so provides. Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for all services performed under this Agreement, with minimum coverage as required by the CVRPC but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
- B. The Party shall defend the CVRPC and State and their officers and employees against all 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 providing “non-professional services” under this Agreement. As used herein, “non-professional services” means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The CVRPC shall notify the Party in the event of any such claim or suit covered by this Subsection C, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of “non-professional services” provided under this Agreement.
- C. Notwithstanding anything to the contrary set forth in Subsection C above, the Party shall not be obligated to defend the CVRPC, State and their officers and employees against claims or suits arising from the Party’s provision of engineering design services or architectural design services. However, the Party’s obligation to defend the CVRPC, State, and their officers and employees against all claims or suits arising out of “non-professional services” provided under this Agreement as provided in Subsection C above and the Party’s other obligations under Attachment C shall remain in effect.
- D. The Party agrees to indemnify and hold the CVRPC, the State of Vermont, and their respective officers and employees harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney’s fees incurred and paid by the CVRPC and/or State in defending claims by third parties (collectively “Damages”) but only in the event and to the extent such Damages are incurred and paid by the CVRPC and/or State as the proximate cause of negligent acts, errors or omissions (“Professional Negligence”) by the Party, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement.
- E. As used herein, “Professional Negligence” or “negligent acts, errors or omissions” means a failure by the Party to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.

- F. The Party shall indemnify the CVRPC, the State of Vermont, and their officers and employees in the event that the CVRPC, State, or its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party arising from the provision of “non-professional services” (as defined herein) under this Agreement.
- G. The Party shall not be obligated to indemnify the CVRPC or State for any Damages incurred by the CVRPC or State attributable to the CVRPC’s or State’s own negligent acts, errors or omissions or the negligent acts, errors or omissions of its officers, agents or employees, or the acts, errors, omissions or breach of Agreement by persons or entities other than the Party, its employees, agents, consultants and subcontractors.
- H. 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.

ATTACHMENT E

Other Provisions

This attachment is for provisions specific to a particular contract that do not fit with the content of other attachments.

1. Defense and Indemnity: Attachment C, Paragraph 9 is deleted in its entirety and replaced with the following:

9. Defense and Indemnity: Party shall indemnify, defend, and save harmless the CVRPC and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, to the extent caused by Party's gross negligent acts, errors or omissions in the performance of services by Party set forth under this agreement. CVRPC shall indemnify, defend, and save harmless Party, its officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, to the extent caused by CVRPC's gross negligent acts, errors or omissions in performance of work related to Party's services under this agreement. Claims filed by third parties against CVRPC on projects for which Party performs work and for which CVRPC files an indemnity claim against party shall be handled as follows: Party shall defend any claims against Party at its own expense; CVRPC shall defend any claims by a third party against CVRPC.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

INDEPENDENT AUDITOR'S REPORT AND
FINANCIAL STATEMENTS

JUNE 30, 2016 and 2015

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

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INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities of Central Vermont Regional Planning Commission ("Commission"), as of and for the years ended June 30, 2016 and 2015, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Commission as of June 30, 2016 and 2015, and the respective changes in financial position and, where applicable, cash flows thereof, for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplemental Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 4 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Matters

Other Information

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

Schedule D through F are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the standards generally accepted in the United States of America. In our opinion, Schedules 1 through 5 are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by "*Government Auditing Standards*"

In accordance with *Government Auditing Standards*, we have also issued our report dated October 20, 2016 on our consideration of the Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Commission's internal control over financial reporting and compliance.

Batchelder Associates, PC
Barre, Vermont
VT License #945
October 20, 2016

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
MANAGEMENT AND DISCUSSION ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2016 and 2015

Introduction

This section explains the general financial condition and results of operations of the Central Vermont Regional Planning Commission (Commission) for the fiscal year ended June 30, 2016. Please read this in conjunction with the Commission's financial statements, which begin on page 8.

Central Vermont Regional Planning Commission

The mission of the Central Vermont Regional Planning Commission is to assist member municipalities in providing effective local government and to work cooperatively with them to address regional issues. The Commission work with area non-profits, other regional organizations, State and Federal agencies, and the general public. We implement a variety of projects and programs tailored to local and regional needs, and also complete projects of statewide importance and interest.

The legal basis and powers for the Commission serving as the region's regional planning commission stem from and are as stipulated in 24 V.S.A. Chapter 117 § 4301 et seq., as amended, 24 V.S.A. § 4345 et seq. and such other laws as may be enacted by the General assembly of the State of Vermont. The Commission was chartered by the municipalities of Washington County on April 27, 1967 and is funded in part through the State of Vermont property transfer tax as outlined in 24 V.S.A. § 4306 (a). To the extent a conflict exists with a provision in Vermont statutes governing regional planning commissions, the Vermont statutes will control.

Financial Highlights

Key financial highlights for 2016 are as follows:

- The assets of the Commission exceeded its liabilities at the close of the year ended June 30, 2016 by \$171,450, compared to \$133,040 at the close of the year ended June 30, 2015. Of the June 30, 2016 amount, \$146,533 may be used to meet the Commission's ongoing obligations to citizens, authorities and creditors. The remaining balance of \$24,917 is invested in capital assets.
- The Commission's total net assets increased by \$38,410 in 2016 compared to a decrease of \$2,371 in 2015. All of this increase was attributable to increased grant revenue.
- At the end of fiscal year 2016 the Commission reported a combined ending fund balance of \$171,450, an increase of \$38,410 from the prior year.

Using These Financial Statements

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

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

Budget

The Commission builds its annual budget on diverse sources of funding. Transportation funding is primarily federal (80%), including Federal Highway Administration funds, so it is dependent on the Federal Transportation Bill for appropriations of planning funds. The Commission receives 10% of matching funds for the majority of the federal transportation funds from the state, making it dependent on the actions of the Vermont legislature and the Vermont Agency of Transportation. The Commission receives dues from its member municipalities that in year ended June 30, 2016 totaled \$71,537 as unrestricted revenue used to locally match projects and support basic operations.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
MANAGEMENT AND DISCUSSION ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2016 and 2015

The State of Vermont had provided regional planning funding through an annual grant through the Agency of Commerce and Community Development (ACCD) up to FY10, but the annual grant agreement structure was modified to a performance based contract starting in 2011. These contract funds were \$272,253 for year ended June 30, 2016. With these funds, the Commission carries out statutory duties as specified in an annual work program approved by the Commission and ACCD.

The Commission also funds its operations through special purpose grants and performance contracts and through technical assistance service contracts. Other substantial grants include:

- Emergency Management Performance Grant funded by the US Department of Homeland Security through the Vermont Department of Public Safety;
- Vermont Community Development Block Grant Disaster Recovery Program funded through the US Department of Housing and Urban Development through the Vermont Agency of Commerce and Community Development; and
- Waterbury Ecosystem Restoration Program Fluvial Erosion Hazard funded by the Vermont Department of Environmental Conservation.

For the year ended June 30, 2016, the Commission's total revenue was derived from thirty-four (34) percent state performance contract, fifty-three (53) percent regional program grants, four (4) percent municipal project grants, and nine (9) percent town assessments.

Operating Results

The Commission finished year ended June 30, 2016 with a \$38,410 surplus. This surplus was partly attributable to an increase in grant funds.

The Commission completes an annual analysis to determine whether estimated indirect costs were higher than actual costs. This analysis follows federal guidelines using an Indirect Cost Proposal and follows a Memorandum of Understanding with the Vermont Agency of Transportation, which reviews the proposal. Indirect costs benefit all programs and are equitably distributed among all contracts and agreements through an annual "rate" applied to the salary billed to each contract/agreement. Indirect rates are adjusted up or down in the subsequent period to account for over or underestimating costs. Such adjustments can have material effects on revenue collection in future periods. For example, the year ended June 30, 2017 will have an indirect rate of 106.9%, a downward adjustment of 30.41%. This adjustment downward will account for overestimating indirect costs for the year ended June 30, 2015.

Condensed Financial Information

CENTRAL VERMONT REGIONAL PLANNING COMMISSION'S NET ASSETS			
	2016	2015	Change
Current and other assets	\$ 208,548	\$ 197,651	\$ 10,897
Capital assets, net	24,917	15,812	9,105
Total Assets	233,465	213,463	20,002
Current liabilities	42,925	58,758	(15,833)
Noncurrent liabilities	19,090	21,665	(2,575)
Total Liabilities	62,015	80,423	(18,408)
Net Assets			
Net investment in capital assets	24,917	15,812	9,105
Unrestricted	146,533	117,228	29,305
Total Net Assets	\$ 171,450	\$ 133,040	\$ 38,410

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
MANAGEMENT AND DISCUSSION ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2016 and 2015

Condensed Financial Information (continued)

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the Commission, assets exceed liabilities by \$171,450 at the close of the most recent fiscal year.

Investment in capital assets represents 12.5% of the Commission's net assets, less any related debt used to acquire those assets that is still outstanding. The Commission uses these capital assets to provide services; consequently, these assets are not available for future spending.

The remaining balance of unrestricted net assets of \$146,533 may be used to meet the Commission's ongoing obligations to citizens and creditors. Included in unrestricted net assets are amounts that management has assigned for particular purposes, such as capital reserve funds and reserves for expenditures in subsequent years.

At the end of the current fiscal year, the Commission is able to report a positive net asset balance for the organization as a whole.

Activities

	2016	2015	Change
REVENUES			
Program revenues			
Charges for services	\$ 6,954	\$ 7,350	\$ (396)
Operating grants and contributions	700,008	652,739	47,269
Total program revenues	706,962	660,089	46,873
General revenues			
Member assessments	71,537	71,537	-
Interest income	11	37	(26)
Total general revenues	71,548	71,574	(26)
Total Revenues	778,510	731,663	46,847
EXPENSES			
Governmental activities			
Regional planning and other general programs	534,883	502,764	32,119
Transportation programs	200,785	226,838	(26,053)
Amortization and depreciation	4,432	4,432	-
Total Expenses	740,100	734,033	6,067
Change in net assets	38,410	(2,371)	40,781
Net position-beginning of year	133,040	135,411	(2,371)
Net position - end of year	\$ 171,450	\$ 133,040	\$ 38,410

General Fund Budgeting Highlights

The Commission's budget is prepared according to the requirements of the Commission's bylaws and policies. The most significant budgeted fund is the General Fund. The operating budget included proposed expenditures and estimated revenues.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
MANAGEMENT AND DISCUSSION ANALYSIS
FOR THE YEARS ENDED JUNE 30, 2016 and 2015

General Fund Budgeting Highlights (continued)

For the General Fund, final revenues and other financing sources, in the amount of \$778,510 were less than original budgeted revenues by the amount of \$5,638.

Expenditures and other financing uses were budgeted at \$774,839 while actual expenditures were \$740,100.

Current Issues

1. CVRPC works with local officials to keep the annual per capita dues at a fair, but equitable level given the hardship that property taxes are on the Region's residents. The per capita dues were \$.95 since 2006 to 2013. However, in order to maintain our ability to match grants that do not pay for administrative services associated with the grant work, (for instance, the EPA Brownfield Program) CVRPC increased the per capita dues to \$1.10 as of July 1, 2014, and remains unchanged as of June 30, 2016.

2. CVRPC provides a 10% match for the Transportation Planning Initiative (TPI) grant the Commission has with the Vermont Transportation Agency. This annual match requires that a fund balance be maintained by the Commission while endeavoring to meet its statutory requirements for regional planning and technical assistance.

3. In past years, when there was an insignificant or no fund balance or the State appropriation was insufficient, CVRPC staff was laid off or took unpaid leave in order to assist with keeping the Commission operating. In other years, fringe benefits were reduced to make up for insufficient funding from the State appropriation. This cyclical decrease and increase in funding for planning has been the State's history and requires that the Commission maintain a fund balance that will see the Commission through the years when revenue is lean.

4. Regional commissions are also affected by grant funding that is either non-existent in some years or very minimal in others. Grants, such as the EPA Brownfields funding, are very competitive, are for special purposes, and are available for only a designated performance period. In addition, some grant sources do not pay for the associated administrative costs of their programs. The Commission uses its local and state appropriations and/or its fund balance to meet this need and to meet grant match requirements.

5. The Commission has had, and may continue, to use its fund balance to replace equipment that has become outdated or is no longer repairable. The Commission charges equipment to contracts when it is an eligible expense. The Commission established a reserve fund several years ago for lean years and for emergency needs.

Contacting the Commission's Financial Management

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

STATEMENTS OF NET POSITION

JUNE 30, 2016 and 2015

	2016	2015
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 55,652	\$ 83,667
Investments	11,190	11,179
Accounts receivable	128,666	81,085
Prepaid payroll	-	3,916
Prepaid expenses	8,625	13,389
	<u>204,133</u>	<u>193,236</u>
Total current assets		
Non-current assets:		
Deposits	4,415	4,415
Capital assets, net of accumulated depreciation	24,917	15,812
	<u>29,332</u>	<u>20,227</u>
Total non-current assets		
Total assets	<u>\$ 233,465</u>	<u>\$ 213,463</u>
LIABILITIES		
Current liabilities:		
Accounts payable	\$ 20,351	\$ -
Accrued expenses	-	40,466
Accrued payroll taxes	18,210	5,659
Deferred Income	-	3,548
Pension liability	4,364	9,085
	<u>42,925</u>	<u>58,758</u>
Total current liabilities		
Noncurrent liabilities:		
Vacation payable	19,090	21,665
	<u>19,090</u>	<u>21,665</u>
Total noncurrent liabilities		
Total liabilities	<u>62,015</u>	<u>80,423</u>
NET POSITION		
Net investment in capital assets	24,917	15,812
Unrestricted	146,533	117,228
	<u>\$ 171,450</u>	<u>\$ 133,040</u>
Total net position		
Total liabilities and net position	<u>\$ 233,465</u>	<u>\$ 213,463</u>

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

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEARS ENDED JUNE 30, 2016 and 2015

EXHIBIT B

	<u>2016</u>	<u>2015</u>
OPERATING REVENUES:		
Town and local assessments	\$ 71,537	\$ 71,537
State department of community development	272,253	271,814
Contracted services	6,954	7,350
Federal and state transportation grants	166,521	240,484
Other federal, state and local grants	233,364	80,128
GIS project income	27,870	60,313
Total operating revenues	<u>778,499</u>	<u>731,626</u>
OPERATING EXPENSES:		
Personnel	414,332	375,678
FICA and fringe benefits	124,804	99,180
Office supplies	7,608	3,998
Cleaning	1,680	1,680
Copier	5,299	5,766
Computer equipment and maintenance	5,993	4,980
Depreciation	4,433	4,433
Dues and subscriptions	7,867	2,527
Equipment Reserve	-	2,929
Postage	2,802	2,450
Rent and utilities	41,059	40,728
Insurance	1,517	1,303
Travel	1,899	4,304
Telephone	7,382	4,248
Audit and legal services	7,203	5,005
Meetings	4,344	2,769
Miscellaneous	-	297
Direct project costs	100,205	171,094
Education	1,673	665
Total operating expenses	<u>740,100</u>	<u>734,034</u>
Operating Income	<u>38,399</u>	<u>(2,408)</u>
Nonoperating revenues (expenses):		
Interest income	11	37
Total other financing sources (uses)	<u>11</u>	<u>37</u>
Excess of revenues and other financing sources over (under) expenditures and other uses	38,410	(2,371)
Net position - July 1, 2015	<u>133,040</u>	<u>135,411</u>
Net position - June 30, 2016	<u>\$ 171,450</u>	<u>\$ 133,040</u>

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

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENTS OF CASH FLOW
FOR YEARS ENDED JUNE 30, 2016 and 2015

EXHIBIT C

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Receipts from operating activity	\$ 731,803	\$ 709,496
Payments for employee services	(548,105)	(484,165)
Payments for supplies and services	(198,175)	(248,122)
Net cash provided (used) by operating activities	<u>(14,477)</u>	<u>(22,791)</u>
Cash flows from capital and related financing activities:		
Purchases of capital assets	(13,538)	
Net cash provided (used) by capital and related financing activities	<u>(13,538)</u>	<u>-</u>
Cash flows from investing activities:		
Interest received	11	37
Net cash provided (used) by investing activities	<u>11</u>	<u>37</u>
Net increase (decrease) in cash and cash equivalents	(28,004)	(22,754)
Cash and cash equivalents - beginning	94,846	117,600
Cash and cash equivalents - ending	<u>66,842</u>	<u>94,846</u>
Shown in financial statements as:		
Cash and cash equivalents	55,652	83,667
Investments - Certificate of Deposit	11,190	11,179
Total	<u>66,842</u>	<u>94,846</u>
Reconciliation of operating income to net cash provided by (used in) operating activities:		
Operating income (loss)	\$ 38,399	\$ (2,408)
Adjustments to reconcile changes in net assets to net cash used by operating activities:		
Depreciation	4,433	4,433
(Increase) decrease in accounts receivable	(47,581)	(28,640)
(Increase) decrease in prepaid expenses	8,680	(17,305)
Increase (decrease) in accounts payable	20,351	-
Increase (decrease) in accrued expenses	(27,915)	27,694
Increase (decrease) in accrued vacation	(2,575)	(13,289)
Increase (decrease) in deferred income	(3,548)	2,077
Increase (decrease) in pension liability	(4,721)	4,647
Total adjustment	<u>(52,876)</u>	<u>(20,383)</u>
Net cash provided by operating activities	<u>(14,477)</u>	<u>(22,791)</u>

The accompanying notes are an integral part of these financial statements

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 and 2015

NOTE I Description of the Commission and Reporting Entity

The Central Vermont Regional Planning Commission ("Commission") operates under the Vermont Municipal and Regional Planning and Development Act (VSA 24, Chapter 117) and its adopted bylaws. The Commission was formed in 1967 by action of the municipalities it serves. All municipalities by law are members of their regional commission. Active participation is voluntary, and all municipalities in Central Vermont participate in and recognize the value of regional planning. The Commission is a regional government that coordinates planning activities in the Central Vermont region, which encompasses twenty-three member municipalities.

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

The Commission is a governmental entity exempt from income taxes under the Internal Revenue Code as an instrumentality of political subdivision of the State of Vermont.

NOTE II Summary of Significant Accounting Policies

This report includes all of the funds of the Commission. The reporting entity consists of the primary government; organizations for which the primary government is financially accountable; and other organizations for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. The primary government is financially accountable if it appoints a voting majority of the organization's governing body and is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or burdens on the primary government. The primary government may be financially accountable if an organization is fiscally dependent on the primary government. Based on these criteria, there are no other entities that should be combined with the financial statements of the Commission.

A. Basis of Presentation

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

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

B. Measurement Focus

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

C. Basis of Accounting

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

Under the terms of grant agreements, the Commission funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 and 2015

NOTE II Summary of Significant Accounting Policies (continued)

positions available to finance the program. It is the Commission's policy to first apply cost-reimbursement grant resources to such programs, followed by general revenues. Expenditures driven grants are recognized as revenue when the qualifying expenditures have been incurred and other grant requirements have been met.

D. Donated Services

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

E. Use of Estimates

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

F. Assets, Liabilities, and Equity

1. Cash and Cash Equivalents

For the purpose of the statement of net position, cash and cash equivalents includes all cash on hand, demand, deposits, savings accounts, and certificates of deposits of the Commission.

2. Due from other Governments

Amounts due from other governments are stated net of estimated uncollectible amounts of \$0.

3. Capital Assets

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

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

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

4. Compensated Absences

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

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 and 2015

NOTE II Summary of Significant Accounting Policies (continued)

5. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statements element, "deferred outflows of resources", represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditures) until then. The Commission did not have any items that qualified for reporting in this category.

In addition to liabilities the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, "deferred inflows of resources", represents an acquisition of position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Commission did not have any items that qualified for reporting in this category.

6. Future Changes in Accounting Standards

The Governmental Accounting Standards Board (GASB) issued Statement No. 68, "Financial Reporting for Pension Plans" – an amendment of GASB Statement No. 27, effective for fiscal years beginning after June 15, 2014. This new accounting and reporting standard may impact the Commission's measurement and recognition of pension liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures in the financial statements. The requirements of this Statement may require restating of beginning net position. The Commission is currently not planning to early implement this Statement and has made no estimation of the effect this Statement will have in the financial statements.

7. Accrued Liabilities and Long-term Obligations

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

8. Net Position

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

9. Net Position - Restricted

The Commission restricts those portions of fund balance which are legally segregated for specific future use or which do not represent available expendable resources, and therefore, are not available for appropriation or expenditure. Unrestricted net position indicates that portion which is available for appropriation in future periods. There are no restricted balances other than those for net investment in capital assets.

10. Net Position - Designated

The Commission's governing body designates a portion of net position to finance future planned operations which, if carried out, will restrict the use of financial resources. There are no designated balances.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 and 2015

NOTE III Stewardship, Compliance and Accountability

A. Budget and Budgetary Accounting

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

NOTE IV Detailed Disclosures Regarding Account Balances

A. Cash

Deposits and investments are categorized to give an indication of the level of risk assumed by the Commission at June 30, 2016. The categories are described as follows:

Category 1: Insured or collateralized with securities held by the entity or by its agent in the entity's name.

Category 2: Collateralized with securities held by the pledging financial institution's trust department or agent but not in the depositor's name.

Category 3: Uncollateralized.

As of June 30, 2016, all of the Commission's deposits are Category 1.

B. Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the Commission's deposits may not be returned to it. The Commission does have a deposit policy for custodial credit risk. As of June 30, 2016 and 2015, none of the government bank balances were exposed to custodial credit risk.

C. Due from Other Governments

Amounts due from other governments consist of intergovernmental services and grants. All amounts are considered collectible in full. At June 30, 2016, the Commission had no amounts due from other governments.

D. Receivables

Receivables consist of amounts due from grants, contracts and other items. The Commission uses the allowance method for uncollectible receivables. Management has reviewed the accounts and determined that an allowance for doubtful accounts of \$0 is appropriate at June 30, 2016 and 2015.

Receivables are comprised of the following:

	2016	2015
Grants and Contracts	\$ 128,401	\$ 80,975
Municipal Services and Other	265	110
Total	<u>\$ 128,666</u>	<u>\$ 81,085</u>

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 and 2015

NOTE IV Detailed Disclosures Regarding Account Balances (continued)

D. Capital Assets

Capital asset activity for the fiscal year ended June 30, 2016 was as follows:

	Balance June 30, 2015	Additions	Deductions	Balance June 30, 2016
Computers and equipment	\$ 49,870	\$ 13,538	\$ -	\$ 63,408
Totals at Historical Cost	49,870	13,538	-	63,408
Less: Accumulated Depreciation				
Computers and equipment	(34,058)	(4,433)	-	(38,491)
Total Accumulated Depreciation	(34,058)	(4,433)	-	(38,491)
Capital Assets - Net	\$ 15,812	\$ 9,105	\$ -	\$ 24,917

Depreciation and amortization expense were not allocated to governmental functions. They appear on the statement of activities as unallocated.

E. Designated Net Position

The Board has no designated fund balances.

F. Indirect Cost Rate

The indirect rate used during this fiscal year of 137.31% was reviewed and tested as part of the current audit. The rate was found to be reasonably stated and in compliance with the financial agreement with the state and federal rule 2 CFR PART 200.

G. Pension Plans

The Commission established a Simplified Employee Pension under which up to 5% of salary or wages is contributed quarterly to individual retirement accounts for each employee. The Plan was established on July 13, 1993 and covers all full-time employees with one (1) year of employment with the Commission. The plan was funded at 5% for the fiscal year ended June 30, 2016 and contributions totaled \$12,248. The Commission's total payroll for fiscal year ended June 30, 2016 was \$414,332 of which \$244,960 was covered by the pension plan.

H. Risk Management and Insurance

The Commission participates in state and federally assisted grant programs which are subject to program compliance audits by the grantors or their representatives. The audits of these programs for or including the year ended June 30, 2016, have not yet been completed. Accordingly the Commission's compliance with applicable grant requirements will be established at some future date. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the Commission expects such amounts, if any to be immaterial.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 and 2015

H. Risk Management and Insurance (continued)

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

I. Operating Lease

The Commission entered into a five year lease for office space starting October 1, 2000 which has been extended in five year increments. The Commission expended \$41,059 and \$40,728 under this lease during the fiscal years ended June 30, 2016 and 2015, respectively.. The lease was negotiated and renewed for an additional five year term through September, 2020, with future minimum lease payments of \$41,059, annually, through September, 2018 and an increase in 2018-2020 to \$42,384, annually.

The Commission entered into a five-year copier lease starting December 28, 2012. Monthly payments are \$425 of which \$52.50 covers the costs of service. Minimum lease payments are as follows:

2016	5,100
2017	5,100
	<u>\$ 10,200</u>

NOTE V Major Grants

The Commission receives a major portion of the fund from Federal and State grants. Following is a schedule of major grants and expenses, passed through the Vermont Agency of Transportation.

Significant Federal and State Grants			
<u>Grantor / Program Title</u>	<u>CFDA Number</u>	<u>Pass-Thru Grantor's Number</u>	<u>Expenditures</u>
<u>U.S. Department of Transportation</u>			
Passed through VT Agency of Transportation:			
Regional Transportation Planning Grant	20.205	GR0236	\$ 58,503
Regional Transportation Planning Grant	20.205	GR0422	\$ 128,097
<u>State of Vermont</u>			
Agency of Commerce and Community Development	n/a	n/a	\$ 272,253

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED JUNE 30, 2016

EXHIBIT D

	Budget	Actual	Favorable (Unfavorable) Variance
REVENUES			
Town and local assessments	\$ 71,537	\$ 71,537	\$ -
State department of community development	272,253	272,253	-
Contracted services	7,350	6,954	(396)
Federal and state transportation grants	206,948	166,521	(40,427)
Other federal and state grants	86,295	233,364	147,069
GIS project income	139,765	27,870	(111,895)
Interest income	-	11	11
Total revenues	<u>784,148</u>	<u>778,510</u>	<u>(5,638)</u>
EXPENDITURES			
Personnel	420,885	414,332	(6,553)
FICA and fringe benefits	140,403	124,804	(15,599)
Office supplies	4,500	7,608	3,108
Cleaning	1,680	1,680	-
Copier	5,550	5,299	(251)
Computer equipment and maintenance	5,500	5,993	493
Depreciation	-	4,433	4,433
Dues and subscriptions	7,810	7,867	57
Postage	2,530	2,802	272
Rent and utilities	41,059	41,059	-
Insurance	1,576	1,517	(59)
Travel	12,000	1,899	(10,101)
Telephone	5,650	7,382	1,732
Audit and legal services	22,100	7,203	(14,897)
Meetings	6,730	4,344	(2,386)
Direct project costs	93,866	100,205	6,339
Education	3,000	1,673	(1,327)
Total expenditures	<u>774,839</u>	<u>740,100</u>	<u>(34,739)</u>
Excess (Deficiency) of revenue over expenditures	<u>9,309</u>	<u>38,410</u>	<u>29,101</u>
 Fund Balance - July 1, 2015	 <u>133,040</u>	 <u>133,040</u>	 <u>-</u>
Fund Balance - June 30, 2016	<u>\$ 142,349</u>	<u>\$ 171,450</u>	<u>\$ -</u>

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

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
SCHEDULE OF DIRECT AND INDIRECT COSTS
FOR YEAR ENDED JUNE 30, 2015

EXHIBIT E

Cost category	Direct Expense	Indirect Expense	Unallowable Indirect Expense	Total Allowable Indirect Expense	Total Expenses
Salaries	\$ 211,485	\$ 164,193	\$ -	\$ 164,193	\$ 375,678
Fringe benefits	55,832	43,348	-	43,348	99,180
Total salaries and fringe benefits	<u>267,317</u>	<u>207,541</u>	<u>-</u>	<u>207,541</u>	<u>474,858</u>
Professional fees	-	5,005	1,150	3,855	5,005
Education	-	665	-	665	665
Meetings, conferences	-	2,769	-	2,769	2,769
Travel	456	3,848	-	3,848	4,304
Supplies	-	3,998	-	3,998	3,998
Office - equipment/repairs	-	7,909	-	7,909	7,909
Office - insurance	-	1,303	-	1,303	1,303
Office - postage	-	2,450	-	2,450	2,450
Office - rent, utilities & maintenance	-	42,408	-	42,408	42,408
Office - telephone	-	4,248	-	4,248	4,248
Office - copying/printing	-	5,766	-	5,766	5,766
Depreciation	-	4,433	-	4,433	4,433
Workshops	-	917	-	917	917
Subscriptions/publications	-	5,754	3,227	2,527	5,754
Direct costs - other	166,976	-	-	-	166,976
Miscellaneous	-	271	-	271	271
Total organizational expenses	<u>\$ 434,749</u>	<u>\$ 299,285</u>	<u>\$ 4,377</u>	<u>\$ 294,908</u>	<u>\$ 734,034</u>

Organizational Indirect Rate:

Indirect Rate True-Up:

Total indirect expenses	\$ 294,908	\$ 294,908
Carryforward indirect	\$ -	\$ (15,265)
	<u>\$ 294,908</u>	<u>\$ 279,643</u>
Direct labor and fringe	<u>\$ 267,317</u>	<u>\$ 267,317</u>
Overhead (indirect) rate	110.32%	104.61%
	<u>110.32%</u>	<u>104.61%</u>

The accompanying notes are an integral part of these financial statements

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
SCHEDULE OF DIRECT AND INDIRECT COSTS
FOR YEAR ENDED JUNE 30, 2016

EXHIBIT F

Cost category	Direct Expense	Indirect Expense	Unallowable Indirect Expense	Total Allowable Indirect Expense	Total Expenses
Salaries	\$ 275,533	\$ 138,799	\$ -	\$ 138,799	\$ 414,332
Fringe benefits	13,831	110,973	-	110,973	124,804
Total salaries and fringe benefits	<u>289,364</u>	<u>249,772</u>	<u>-</u>	<u>249,772</u>	<u>539,136</u>
Professional fees	-	7,203	-	7,203	7,203
Education	-	1,673	-	1,673	1,673
Meetings, conferences	-	4,344	-	4,344	4,344
Travel	-	1,899	-	1,899	1,899
Supplies	-	7,558	-	7,558	7,558
Office - equipment/repairs	-	10,146	-	10,146	10,146
Office - insurance	-	1,517	-	1,517	1,517
Office - postage	-	2,802	-	2,802	2,802
Office - rent, utilities & maintenance	-	41,059	-	41,059	41,059
Office - telephone	-	7,382	-	7,382	7,382
Office - copying/printing	-	5,198	-	5,198	5,198
Depreciation	-	4,433	-	4,433	4,433
Subscriptions/publications	-	7,867	4,227	3,640	7,867
Direct costs - other	96,203	-	-	-	96,203
Miscellaneous	-	1,680	-	1,680	1,680
Total organizational expenses	<u>\$ 385,567</u>	<u>\$ 354,533</u>	<u>\$ 4,227</u>	<u>\$ 350,306</u>	<u>\$ 740,100</u>

Organizational Indirect Rate:

Total indirect expenses	\$ 350,306	\$ 350,306
Carryforward indirect	\$ -	\$ (44,326)
	<u>\$ 350,306</u>	<u>\$ 305,980</u>
Direct labor and fringe	<u>\$ 289,364</u>	<u>\$ 289,364</u>
Overhead (indirect) rate	121.06%	105.74%
	<u>121.06%</u>	<u>105.74%</u>

The accompanying notes are an integral part of these financial statements



Date: March 3, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: FY17 Budget Adjustment

The FY17 Budget Adjustment projects a positive budget without contribution to reserves. The Adjustment uses 12/31/17 revenues and expenses to project fiscal year end.

The adjustment is prepared on the modified accrual basis. Revenues are counted when received and expenses are counted when incurred. Modified accrual is a conservative form of budgeting.

Revenues

- Revenues decreased in nearly every category to reflect slower than anticipated contract work. This was a result of multiple staff shifting from their anticipated work to assist with completing transportation program deliverables.
- Projects were adjusted out of Municipal Contracts and into Natural Resources to reflect that CVRPC acts as grant recipient for certain municipal projects.
- CVRPC does not anticipate using reserves or its potential Line of Credit to balance the FY17 budget.

Expenses

- Expenses adjustments generally corresponded to revenue decreases and slower than anticipated contract work.
- Payroll increased because CVRPC added temporary staffing to assist in meeting project deliverables. The delayed portion of raises for specific positions was incorporated into the adjusted budget as directed by the Executive Committee during the original budget discussion. Fringe decreased due to a position vacancy.
- Professional services reduced for several reasons. Accounting assistance was reduced. Editing services for the Regional Plan and a two-day, intensive staff training on Impactful Presentations were removed.
- CVRPC is no longer expected to make a reserve contribution for FY17.

Summary

A balanced budget is a significant achievement for CVRPC given the unique challenges it faced in FY17. An extended staff leave and subsequent vacancy and product-based contracts affected achieving the previously adopted budget. For example, the local and regional energy planning contracts are product based. Staff will complete roughly \$19,000 in project work in FY17 that cannot be billed until FY18.

Using current contracts, the draft FY18 budget demonstrates a positive budget, including replacing the server and contributing \$20,000 to general reserves. CVRPC's challenge is to maintain cash flow through the end of the fiscal year and through early FY18 when significant cash will be paid out 1-2 months prior to reimbursement by funding agencies. In March, CVRPC will advance payroll for a new staff member, and contractors will begin work on seven projects. A Line of Credit is being put into place to assist with potential cash flow challenges.

Central Vermont Regional Planning Commission
FY17 Budget

Adopted by the Executive Committee ___ / ___ / ___

Julie Potter, Vice Chair

	04.04.16 FY 16 Budget*	06.06.16 FY 17 Budget	03.06.17 FY 17 Amended*	Difference	Percent Change	Budget Change Notes
REVENUES	784,148	1,500,759	1,365,447	-135,312	-9.0%	
Community Development	20,224	227,557	172,250	(55,307)	-24.3%	Contractor pass through expense reduced for project timing
GIS Fee For Service	6,000	6,000	1,400	(4,600)	-76.7%	Parcel mapping services now provided by State
Interest	0	0	10	10	-	
Municipal Contracts	16,769	248,222	24,849	(223,373)	-90.0%	Contracts moved to Natural Resources item
Natural Resources	28,552	59,119	265,335	206,216	348.8%	Contracts moved from Municipal Contracts item
Other Income	7,350	182,206	183,660	1,454	0.8%	
Public Safety	145,765	180,674	173,528	(7,146)	-4.0%	Reduced for slower than anticipated work on Haz Mit Plans
Regional Planning Funds (ACCD)	272,253	272,253	271,550	(703)	-0.3%	Budget based on FY16 allocation; Allocation formula based
Town Appropriations	71,537	71,537	71,537	0	0.0%	
Transportation	215,698	253,191	201,328	(51,863)	-20.5%	Reduced for vacancy and lost funds.
Reserves	0	0	0	0	-	Use not anticipated
Line of Credit	0	0	0	0	-	Use not anticipated
	FY 16 Budget	FY 17 Budget	FY 17 Amended	Difference	Percent Change	Budget Change Notes
EXPENSES	774,139	1,494,402	1,365,426	-128,976	-8.6%	
Advertising	0	3,030	700	(2,330)	-76.9%	Decreased for actuals; Haz Mit Plan adoption in FY18
Consultants	81,066	484,186	389,848	(94,338)	-19.5%	Adjusted for project progress
Copy/Print	5,550	5,550	6,075	525	9.5%	Increased based on projects
Dues/Memberships	7,810	10,520	10,167	(353)	-3.4%	
Equipment	3,600	3,720	0	(3,720)	-100.0%	Computer expenses moved to supplies per 2 CFR Part 200
Equipment Repair/Srvc	0	1,220	1,070	(150)	-12.3%	
Fringe Benefits	137,403	223,401	216,271	(7,130)	-3.2%	Reduced for vacancy
Insurance	1,576	1,517	1,517	0	0.0%	
Interest	0	10	10	0	0.0%	
Line of Credit	0	0	0	0	0.0%	Payment based on use.
Meeting/Programs	6,730	13,833	12,064	(1,769)	-12.8%	Reduced for actuals
Office Rent/Util/Repair	42,739	42,859	43,054	195	0.5%	
Other Expense	3,000	1,248	3,650	2,402	192.5%	Relocation stipend paid in FY17
Payroll	420,885	590,794	603,506	12,712	2.2%	Adjusted for vacancy and temporary position
Postage	2,530	3,000	1,900	(1,100)	-36.7%	Reduced for actuals
Professional Services	26,900	47,930	25,775	(22,155)	-46.2%	Decreased for audit actuals and anticipated accounting services
Reserve Contribution	10,000	16,300	0	(16,300)	-100.0%	
Software / Licenses	1,000	6,080	7,381	1,301	21.4%	Reflects actuals
Subscriptions / Publications	0	2,941	541	(2,400)	-81.6%	Removed Front Porch Forum
Supplies - Office	5,700	5,350	7,820	2,470	46.2%	Computer expenses moved from equipment per 2 CFR Part 200
Supplies - Billable	0	3,109	7,927	4,818	155.0%	Increase for transportation program
Telephone / Internet	5,650	6,480	6,509	29	0.4%	
Travel	12,000	21,324	19,641	(1,683)	-7.9%	Reduced based on 6-month actuals
BAL END	10,009	6,357	21	(6,336)	-99.7%	

*Categorization is an estimate for purposes of comparison

Central Vermont Regional Planning Commission

FY17 Budget

03/06/17

Total Revenue		\$1,365,447
Community Development		\$172,250
EPA Brownfields FFY15	\$149,350	Consultant decreased for project delay
BCRC Regional Energy Planning	\$10,000	Product based payments do not correspond to required level of effort.
S.230 Local Energy Planning	\$12,900	New contract
GIS Fee For Service		\$1,400
Municipal Parcel Mapping	\$0	State now doing parcel mapping for towns
Municipal Planning Maps	\$1,300	
Non-Profit/Regional Partner	\$0	
Private	\$100	
Interest		\$10
Municipal Contracts		\$24,849
Barre Town Manhole	\$5,000	
East Montpelier Village Masterplan	\$10,519	
Marshfield Bylaws	\$986	
CDBG Washington Library ADA	\$8,344	Administrative and program management services for accessibility modifications to the library
FY17 MPGs	\$0	
Natural Resources		\$265,335
604B FFY17	\$1,800	VAPDA/DEC contract anticipated to be signed in FY17
Clean Water Initiative FY16	\$5,335	Reflects actual; reduced due to staffing
Clean Water Initiative FY17	\$25,350	Reflects actual award
DEC HMGP River Corridors	\$15,750	Mitigation project tables for Plainfield/Waterbury & river corridor maps for Waterbury
FY15 ERP Northfield Stormwater	\$8,490	
FY16 ERP Northfield Village Green Stormwater	\$50,522	FY16 ERP grant for bioretentional area construction
FY16 ERP 3-Town Stormwater Masterplan	\$34,076	Barre Town, Barre City & Plainfield
FY17 ERP Berlin Stormwater Masterplan	\$17,723	
FY17 ERP Moretown Mad River Corridor Plan	\$8,089	
FY17 ERP Northfield Water Street Stormwater	\$45,200	Construction of stormwater improvement project
FY17 Mad-Kingbury Stormwater Masterplan	\$53,000	Two plans: East Montpelier/Calais/Woodbury and Duxbury/Moretown/Fayston/Waitsfield/Warren
Other Income		\$183,660
Mad River Valley Planning District Bookkeeping	\$4,750	
Mad River Valley Planning District Pass-through	\$153,823	MVRPD staff are paid through CVRPC and billed back to the organization
Wrightville Beach Recreation District Bookkeeping	\$2,600	
Cross Vermont Trail Pass-through	\$19,033	Cross Vermont Trail staff are paid through CVRPC and billed back to the organization
Health Insurance Premium Reimbursement	\$2,767	
Workers Comp Insurance Refund	\$687	Adjustment for actual
Public Safety		\$173,528
DEMHS Emergency Mangmt Planning Grant (EMPG) FFY 16	\$41,239	
DEMHS Emergency Mangmt Planning Grant (EMPG) FFY 15	\$6,960	Reflects actual; reduced due to staffing
Local Emergency Planning Committee (LEPC)	\$4,000	Administrative services, including expenses
DEMHS Vigilant Guard Exercise	\$5,472	Reflects actual; reduced due to staffing
DEMHS HMGP Mega	\$47,041	Hazard Mitigation Plans for 9 Towns
DEMHS HMGP Mega Administration	\$1,687	
DEMHS HMGP Mega Town Contribution	\$0	Town contributions to project
ACCD CDBG 18 Elevation	\$67,130	Hydrologic analysis and develop flood inundation data and map
Regional Planning Funds (ACCD)		\$271,550
Town Appropriations		\$71,537
Transportation		\$201,328
VTrans Transportation Planning Initiative (TPI) FFY17	\$154,946	
VTrans Transportation Planning Initiative (TPI) FFY16	\$29,342	Reflects actual; reduced due to staffing
Plainfield Bridge CDBG Match	\$749	Town contribution for bridge study grant match
VTrans Better Roads FY16	\$9,632	Road erosion assessments for 4 towns
VTrans Better Roads FY17 - Montpelier	\$0	Road erosion & culvert inventory & transportation capital budget
VTrans Better Roads FY17 - Roxbury	\$0	Road erosion inventory & transportation capital budget
VTrans Better Roads FY17 - Warren	\$6,660	Road erosion inventory

Notes: Gray shading denotes risk areas, such as annual contracts that will not be confirmed until the fiscal year has begun, grant award

Central Vermont Regional Planning Commission

FY17 Budget

03/06/17

Total Expenses \$1,365,424

Advertising		\$700
Administrative	0	
ACCD	0	
Community Development	150	
Municipal	0	
Natural Resources	0	
Public Safety	400	LEPC; Haz Mit Plans
Transportation	150	
Consultants		\$389,848
Admin	0	
ACCD	0	Regional Plan editing services
Brownfields	133,000	Site assessments and corrective action planning
CDBG 18 Elevation	60,000	Flood model
FY16 ERP 3-Town Stormwater Masterplan	33,086	Barre City, Barre Town, Plainfield
FY15 ERP Northfield Stormwater	7,834	Stormwater installation
FY16 ERP Northfield Village Green	48,033	Stormwater installation
FY17 ERP Northfield Water Street Stormwater	39,317	Stormwater installation
FY16 ERP Berlin Stormwater Masterplan	16,606	
FY17 ERP Moretown Mad River Corridor Plan	1,000	
FY17 ERP Mad-Kingsbury Stormwater Masterplan	49,526	Two plans: Warren/Waitsfield/Fayston/Duxbury/Moretown and East Montpelier/Calais/Woodbury
FFY17 Transportation Planning Initiative (TPI)	1,446	Plainfield Bridge ARA 1445.68
North Cascades Trail Scoping Study	0	Old Rt. 12 roadbed in Worchester & Elmore
Copy / Print		\$6,075
Lease	5,250	
Color Copies	700	
Property Tax	125	
Dues / Memberships / Sponsorships		\$10,167
VAPDA	6,050	Annual Dues 4550; special project assessment 500; CVRPC participation in multi-RPC activities 1000
VT League of Cities & Towns	800	
Nat'l Assoc. of Development Orgs	2,667	\$2000 annual plus pro-rated 2016; modified bylaws to CY
Assoc. of State Floodplain Managers	0	
VT Community Development Assoc.	0	
VT Planners Assoc.	150	
American Planning Association	0	
Conference/Workshop Sponsorships	500	VT Housing Conference
Equipment / Furniture		\$0
Capital: Non-Billable	0	
Capital: Billable	0	
Office Furniture	0	
Office Equipment	0	
Other	0	
Equipment Repair & Service		\$1,070
Telephone System	150	
Repair & Service	920	Traffic counter repair

Central Vermont Regional Planning Commission

FY17 Budget

03/06/17

Total Expenses		\$1,365,424
Fringe Benefits		\$216,271
FICA	35,997	Medicaid & Social Security taxes
Health Ins.	96,956	10% premium increase for CY17; modified for staff changes
Dental Ins.	7,639	Modified for staff changes
Vision Ins.	0	Not provided
Retirement	17,818	5% of salary
Disability Ins.	920	Add new staff
Life Ins.	4,972	Add new staff
Unemployment Ins.	1,510	VLCT notified policy holders of increase
Workers Comp Ins.	3,089	Given incorrect number for initial budget; also received refund
MRVPD Staff Fringe	46,024	FICA, retirement, health, dental, life, disability, workers comp ins, unemployment ins
Cross Vermont Trail Staff Fringe	1,346	FICA, workers comp ins, unemployment ins
Insurance		\$1,517
General Liability (Property/Vehicle/Fire)	1,517	Policy includes Public Officials Liability
Interest		\$10
Line of Credit		\$0
Meeting / Programs		\$12,064
Admin	4,544	Meetings
2600	4,600	300 educational workshops; 800 Commission mtgs; prof dev
Energy Planning	300	
Brownfields	100	
Municipal	0	
Natural Resources	260	
Public Safety	480	LEPC
Transportation	1,780	TAC & project mtgs, professional development
Office Rent / Utilities / Repairs		\$43,054
Rent	41,059	Lease through 09/30/2020; 1-year notice
Office Cleaning	1,920	140/2 weeks; TP office carpet cleaning
Repairs & Other Maintenance	75	
Other Expense		\$3,650
Miscellaneous	500	Gifts, non-billable fees, etc.
LEPC storage rental	0	Unit paid by LEPC using other funds
Relocation Stipend	3,000	
Fees	150	Line of Credit annual fee
Payroll		\$603,506
Gross Pay	470,546	8 FTE; no intern
Comp Time	6,820	Included in Personnel Policies
Overtime	150	Non-exempt employee
	107,799	MRVPD pass through
	17,600	Cross VT Trail pass through
	592	Payroll direct deposit fees
Postage		\$1,900
Postage Machine	875	175/qtr meter lease
Machine Postage	1,000	
Billable Postage	25	

Central Vermont Regional Planning Commission

FY17 Budget

03/06/17

Total Expenses		\$1,365,424
Professional Services		\$25,775
Audit	8,000	Single Audit not required
Accounting	3,600	CPA training of and audit assistance to Finance/Office
Benefits Administration	250	Section 125 Cafeteria Plan
IT/Computer	5,000	
Legal	7,000	8000 Personnel & benefits; 500 CDBG contract review; 500 Tax review
Videography	1,925	175/mo for Commission meetings
Reserve Contribution		\$0
General	0	
Equipment/Capital	0	
Office Renovation	0	
Software / Licences		\$7,381
ESRI GIS License	3,600	1600 single; 1500 concurrent; 500 Spatial Analyst
Intuit Quickbooks Pro	1,084	Annual service plan ; payroll service 565
Microsoft Exchange 365	562	Remote access (email)
Tech Soup	318	Quickbooks license 1 @50; Adobe Standard 4 @55 each; Antivirus 12 @4
Log Me In	349	Remote access
Symquest	488	1-year server warranty
AT&T	300	GPS symcard data service (GPS data accuracy corrections)
Community Remarks	280	Community outreach map for Regional Plan
Network Solutions	400	CVRPC & Plan Central VT websites
Subscriptions		\$541
Times Argus	190	e-subscription
Valley Reporter	22	e-subscription
Front Porch Forum	0	Allows postings to 23 forums in the region (outreach tool)
HRHero.com	329	VT Employment Law newsletter
Eco-counter Data Service	420	Automatic data transmission from bike-ped counter
Supplies - Office		\$7,820
General Office	4,000	
Digital	1,030	Computer & monitor 1 @1030 (AP)
GIS	1,200	
Bottled Water	590	
Office Furniture	1,000	Financial & personnel file cabinets
Supplies - Billable		\$7,927
ACCD	0	
Municipal	0	
Community Development	0	
Public Safety	0	
Natural Resources	0	
Transportation	7,927	Computer and monitor (TP) 980; Field laptop 2050; 2 Traffic counters 3117; Field supplies 1780
Telephone / Internet		\$6,509
Telephone Lease	4,820	
Internet Service	1,389	
Tablet Data Plan	300	For GPS accuracy during field work

Central Vermont Regional Planning Commission

FY17 Budget

03/06/17

Total Expenses		\$1,365,424
Travel		\$19,641
Administrative	3,100	VAPDA & other mtgs
ACCD	5,072	Municipal & State meetings; professional development
Community Development	2,400	Brownfields trainings and site visits; energy outreach
Municipal	100	Municipal contract meetings
Natural Resources	1,016	
Public Safety	2,168	Site visits, meetings
Transportation	5,785	TPI 5325; BBR Rd Erosion 460

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Reserve Fund

As of 03/06/17

Reasons for Reserve Fund:

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

Recommendation: 6 months minimum operating expenses*

\$381,383.93

Current Reserves: \$11,186

\$11,186 Unrestricted/Unassigned - general reserves

\$0 Unrestricted/Committed - emergency equipment purchases & other capital expenses

\$0 Unrestricted/Committed - accrued compensated absences (liability for Vacation and Sick time)

Balance (+/-): (\$370,198)

Minimum Monthly Expenses:

Total \$63,564

Equipment	\$0
Fringe Benefits	\$14,075
Insurance	\$126
Office Rent/Utilities	\$3,588
Other Expense	\$304
Payroll	\$39,212
Postage	\$158
Printing/Copies	\$506
Prof Services	\$2,148
Software (licenses)	\$615
Supplies	\$652
Telephone/Internet	\$542
Travel	\$1,637

Recommendations

During this year, maintain existing reserves.



Equal Employment Opportunity Policy

The policy set forth herein applies to CVRPC employees, both present and future, whose positions are funded through the Vermont Community Development Program.

Policy: CVRPC will take such affirmative actions as necessary to ensure that any past or present employment practices, policies, or other barriers to equal treatment in employment opportunities in its Vermont Community Development Program are removed, and that no person will be discriminated against in employment opportunities created by programs funded through the Vermont Community Development Program on the basis of race, color, national origin, sex, age, handicap, familial status (presence of children under 18 in a family) or religion.

Fair Housing Policy

The policy set forth herein applies to all housing programs, both present and future, funded through the Vermont Community Development Program.

Policy: CVRPC:

- 1) will not directly, or through contractual or other arrangements, discriminate against anyone on the basis of race, color, national origin, sex, handicap, familial status, or religion in the provision of housing and housing-related services funded in whole or in part by the Vermont Community Development Program;
- 2) will not select sites or locations of housing and housing-related facilities which have an exclusionary or discriminatory effect;
- 3) will take all necessary and appropriate actions to prevent discrimination in housing and housing-related activities.

Policy: When, and if, adopting a regional plan under 24 VSA Chapter 117, CVRPC shall consider the housing needs of the existing and projected population and shall classify suitable land areas for appropriate housing to meet the needs of existing and projected population. Any land use controls adopted to implement the plan under this chapter shall not have the intent or effect of excluding any type of housing for any group of people.

Use of Excessive Force Policy

The policy set forth herein must be adopted by all municipalities using VCDP funds. Adoption certifies accordance with the provisions of the Armstrong/Walker "Excessive Force" Amendment (P.L. 101-144).

Policy: CVRPC does hereby adopt a policy prohibiting the use of excessive force by its law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations.

Policy on the Use of VCDP Funds for Federal Lobbying

The policy set forth herein must be adopted by CVRPC because it is using VCDP funds. Adoption of this policy certifies that no VCDP funds will be used for the lobbying of federal officials.

Policy: CVRPC will not allow the use of VCDP funds to pay any person for the influencing or attempting to influence an officer of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

Code of Ethics for Administration of Vermont Community Development Program

The following code of ethical conduct for public officials, employees, and/or affected contractors covers all aspects of the Vermont Community Development Program, whether or not specifically cited.

Code:

- 1) Goods and services shall be procured in a manner which maximizes free and open competition.
- 2) Officers and employees shall not participate in any decision concerning matters in which they have a financial interest.
- 3) Conflicts, and the appearance of conflicts, of interest shall be avoided in order to assure public confidence in the operations of governments.
- 4) Every effort will be made to actively recruit woman-owned or minority-owned businesses and to provide opportunities for local residents and businesses, consistent with Section 3 of the Housing and Urban Development Act of 1968.
- 5) All procurement actions shall be conducted in public and all records related thereto will be open to public review.

The Drug-Free Workplace Act of 1988 requires CVRPC to certify and assure that it will establish:

- 1) A formal written policy that informs employees that the manufacture, distribution, possession and use of illegal drugs in the workplace are prohibited, and
- 2) An ongoing drug-free awareness program.

The requirements of this Act only apply to CVRPC employees working on the grant, and does not apply to employees of the administrator or any subgrantee.

Subrecipient Oversight Monitoring Policy

The policy set forth herein must be adopted by CVRPC because it uses federal funds. Adoption of this policy certifies the Grantee shall be responsible for oversight monitoring of grant funds that are dispersed to a sub-recipient, to ensure the funds are properly managed.

To ensure such funds are managed according to the agreements and requirements of the granting agency, CVRPC will designate a CVRPC employee responsible for subrecipient monitoring. At a minimum, this will include:

- 1) Closely monitoring and reviewing the requisition of funds to the funding agency on a regular basis;
- 2) Closely monitoring the progress of the funded project through the review of required progress reports; and
- 3) Obtaining and reviewing the independent audit if required for the sub-recipient (expenditure of \$750,000 or greater); or the municipality may determine that its own single audit may be expanded to include the scope of federal funds expended at the subrecipient level; or the subrecipient may be eligible to have a program specific audit.

Adoption

Adopted by the CVRPC Executive Committee on the sixth day of March, 2017.

EXECUTIVE COMMITTEE

(Typed Name)	(Signature)
Byron Atwood, Chair	
Julie Potter, Vice Chair	
David Strong, Treasurer	
Tina Ruth, Secretary	
Larry Hebert	
Laura Hill-Eubanks	
Don La Haye	



BOARD OF COMMISSIONERS

March 14, 2017 at 7:00 pm

Central VT Chamber of Commerce

Paine Turnpike South, Berlin

(Coming off the interstate at exit 7, turn left at the first light.

At the next crossroads, the Chamber is on your left. It is the light yellow building.)

AGENDA

<u>Time</u>	<u>Description</u>
7:00	Adjustments to the Agenda
	Public Comments
7:05	Meeting Minutes – February 14, 2017 (enclosed)*
7:10	Staff Reports (enclosed) and any updates
7:15	Executive Director's Report (enclosed) and any updates
7:20	Central VT Economic Development Corporation Report , <i>Jamie Stewart, Executive Director</i>
7:25	Legislative Report (enclosed)
7:35	Commission Bylaw Amendment (enclosed)* Amendment to the Commission's bylaws to authorize activities permitted in 24 VSA §4345(16)(b).
7:40	Resolution Regarding Regular Meeting Dates (enclosed)* Adjustment to posting locations for meetings.
7:45	Town Highway Bridge Pre-Candidate Prioritization , <i>Dan Currier, Program Manager</i> (enclosed)*
7:50	District Leveling Prioritization , <i>Dan Currier, Program Manager</i> (enclosed)*
7:55	Economic Development Planning , <i>Eric Vorwald, Senior Planner</i> Presentation and discussion of rural economic development planning, a tour of Central Vermont's municipal economic plans/strategies, and correlations with <i>Plan Central Vermont's</i> economic element.
8:40	Municipal Consultations , <i>Eric Vorwald, Senior Planner</i> Trends and follow-up
9:00	Adjournment

* denotes anticipated action item