



EXECUTIVE COMMITTEE

June 5, 2017

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

| Page | Time¹ | <u>AGENDA</u> |
|-------------|-------------------------|--|
| | 4:00 | Adjustments to the Agenda |
| | 4:05 | Public Comment |
| | 4:10 | Consent Items (enclosed)² |
| 2 | | a) Meeting Minutes – May 1, 2017 |
| 5 | | b) Executive Director Report |
| 7 | 4:15 | Financial Report (enclosed)² |
| 16 | 4:20 | Reserve Account (enclosed)² |
| | | Recommendation to open a new account to hold reserve funds |
| | 4:30 | Administrative Services and Leased Employees |
| | | Update on discussions with organizations served |
| 17 | 4:40 | FY18 Meetings (enclosed)² |
| | | Confirm or modify dates |
| 18 | 4:45 | Bank Accounts and Line of Credit (enclosed)² |
| | | Designation of individuals/positions authorized as signers on behalf of CVRPC |
| 20 | 4:50 | Procurement Policy (enclosed)² |
| | | Micro-purchase language amended per requirement of the VT Agency of Transportation |
| 35 | 4:55 | Commission Meeting Agenda (enclosed)² |
| | 5:00 | Anticipated Executive Sessions |
| | | a) 1 V.S.A §313(1)(A), Contracts ² |
| | | b) 1 V.S.A §313(3), Personnel ² |
| | 6:30 | Adjourn |

¹ All times are approximate unless otherwise advertised

² Anticipated action item

Approved: _____, 2017

CENTRAL VERMONT REGIONAL PLANNING COMMISSION**Executive Committee****DRAFT Minutes****May 1, 2017**

Present:

| | | |
|--|--|--|
| <input checked="" type="checkbox"/> Byron Atwood | <input checked="" type="checkbox"/> David Strong | <input checked="" type="checkbox"/> Laura Hill-Eubanks |
| <input checked="" type="checkbox"/> Julie Potter | <input checked="" type="checkbox"/> Don La Haye | <input checked="" type="checkbox"/> Larry Hebert |
| <input type="checkbox"/> VACANT | | |

Staff: B. Waninger, B. MacBrien

Guest: Bram Towbin

Chair B. Atwood called the meeting to order at 4:00 pm.

Adjustments to the Agenda

Waninger requested FY18 Strategic Goals be removed from the agenda to allow more room for the service agreement discussions.

Public Comment

None.

Consent Items

L. Hill-Eubanks moved to accept the consent items as presented; L. Hebert seconded. Motion carried.

Financial Report

B. Atwood clarified that the action is to accept the report. The Committee understands the financial statements have not been audited.

B. MacBrien reviewed cash flow. She noted that funds cannot be added back to the Commission's reserve CD. Staff will bring a proposal for opening a new reserve account to the June Committee meeting. Higher receivable amounts for March reflected quarterly invoicing. MacBrien continues to cleanup old receivables.

Atwood asked how the QuickBooks conversion is progressing. MacBrien has been touring other RPCs to familiarize herself with their systems. Understanding existing systems and how they differ will facilitate CVRPC's efforts and reduce labor. MacBrien said the conversion is on track for a July 1 start up.

J. Potter moved to accept the report as presented; D. La Haye seconded. Motion carried.

Contract/Agreement Authorization

L. Hebert moved to approve the CCRPC Clean Water Act agreement amendment; L. Hill-Eubanks seconded. Motion carried.

Approved: _____, 2017

1 B. Waninger noted she signed the ACRPC agreement as authorized. The description was for information
2 only.

3
4 **Administrative Services Agreement and Leased Employees**

5 Waninger summarized CVRPC's relationship with organizations to which it provides administrative and/or
6 leased employees. She referred the Committee to the memo included with the meeting packet. She
7 said the services met CVRPC's mission of helping communities work cooperatively to address regional
8 issues.

9
10 J. Potter asked whether the Mad River Valley Planning District could benefit from working together with
11 other Valley organizations to increase its capacity and serve the other organizations. Waninger and La
12 Haye noted the District had discussed this. It did not appear to be a feasible option due to local issues.
13 At Potter's request, Waninger outlined options that might be available to the organizations.

14
15 D. Strong asked whether CVRPC could charge a fee for leased employees? Waninger responded it could.
16 Waninger expressed uncertainty as to whether CVRPC should be charging indirect given the current
17 arrangement. When asked about the current arrangement, Laurie Emery had said the auditor had
18 approved the current invoicing arrangement. Waninger noted charging fees and/or indirect recovery
19 might make the arrangement less attractive to the organizations. The Committee confirmed that all
20 costs, such as worker's compensation and direct deposit fees, should be back charged. D. La Haye
21 mentioned the MRVPD was looking to form its own regional commission by adding Duxbury and
22 Moretown.

Comment [BW1]: Don has requested "at the time of the merger vote" be added to this line.

23
24 The Committee discussed risks and benefits of continuing both types of services. Committee members
25 indicated the risks seem too high. They expressed that CVRPC should focus on building capacity to
26 provide planning services first.

27
28 *L. Hebert moved to suspend leased employee services with six months notice, including office space; B.*
29 *Atwood seconded.* In discussion, the Committee asked whether the Director thought a leased employee
30 relationship would work. Waninger replied that she hadn't discussed the leased concept with the
31 organizations yet. She thought it might work with the Cross Vermont Trail. The staff member is housed
32 at CVRPC. He works part-time, and CVRPC might benefit from using the individual to support CVRPC's
33 transportation work. It is less clear whether the leased employee concept would work for the MRVPD.
34 Their employees do not have a day-to-day operational relationship with CVRPC and are housed in the
35 Valley. The degree of control that would need to be exercised by CVRPC may chaff too much for the
36 MRVPD employees, its Steering Committee, and the Valley towns. Waninger reiterated that she had not
37 discussed the leased concept with MRVPD. Those discussions would help determine if the leasing
38 concept could work.

39
40 L. Hebert suggested CVRPC break the ties, and then consider hiring back the employees with a new
41 agreement. B. Towbin asked about CVRPC's legal fees for this issue. Waninger estimated ~\$1,000 had
42 been spent to date for discussions with the attorney and the agreement templates. The Committee
43 discussed what length of notice should be given. *D. Strong offered a friendly amendment to end leased*
44 *employee services on December 31, 2017; Hebert accepted the amendment.* D. La Haye said it was
45 helpful for the MRVPD to have the service. *Motion carried with D. La Haye abstaining.* The Committee
46 asked the Director to discuss options with the Cross Vermont Trail.
47

Approved: _____, 2017

1 Hebert requested Waninger ask CVRPC's attorney about CVRPC's risk of Cross Vermont Trail staff
2 directing Cross Vermont Trail Association summer staff. What additional risks are involved, and what
3 safeguards would be needed to minimize those risks. Towbin suggested CVRPC might request that the
4 organizations indemnify CVRPC so the organizations pay first and cover CVRPC's attorney fees if
5 litigation occurs. The Committee requested the Director send a letter to the organizations outlining the
6 liability issues and requiring that they cover CVRPC's attorney fees.

7
8 *J. Potter moved to have Executive Director work with CVRPC's attorney to issue an agreement for*
9 *services to end December 31, 2017 and limit liability to the extent possible; L. Hebert seconded. Motion*
10 *carried.*

11
12 The Committee also directed the Executive Director to give the administrative service organizations notice
13 that services will end on December 31, 2017. D. Strong suggested sending the agreement templates
14 with the agreement ending December 31. Continuation of services through December 31 is dependent
15 on putting those agreements in place quickly. Towbin suggested sending the indemnification form
16 immediately with a short turn around.

17 **FY18 Budget**

18 Waninger distributed a second draft of the FY18 budget and highlighted changes between the first and
19 second drafts. The Committee recommended memorial donations of \$100 for Steve Gladczuk, Laurie
20 Emery, and George Malek. It asked that the Director investigate plaque with pictures for Gladczuk and
21 Emery.

22 **Commission Meeting Agenda**

23
24 Potter discussed Committee appointments. She requested five minutes be allotted to remind
25 Commissioners of opportunities. The Committee requested that "enclosed" be removed from the
26 agenda for Committee Appointments and the Nominating Committee.

27
28
29 D. Strong requested staff warn a Nominating Committee meeting 10 minutes before the Board of
30 Commissioners' meeting.

31
32 *J. Potter moved to approve the agenda with changes; L. Hill-Eubanks seconded. Motion carried.*

33 **Executive Session**

34 None held.

35 **Adjourn**

36
37 *D. Strong moved to adjourn at 4:26 pm; L. Hebert seconded. Motion carried.*
38

Executive Director's Report

May 30, 2017

Ensuring Collective Impact

CVRPC has been invited to participate in a Regional Partnership organized by the Agency of Human Service's Regional Director, Will Eberle. The Partnership's aim is to use the tools of *Results Based Accountability*, *Appreciative Inquiry*, *Collective Impact*, and the Agency of Human Services' *Community Profiles* to synthesize our respective efforts into a strategic coalition that will help all people thrive in our communities. The group consists of nonprofit Executive Directors, CEOs, law enforcement, and hospital leadership, AHS District Directors, and people who can make budget and policy decisions for their organizations. Partnership participants generally have a human services orientation or, like CVRPC, a larger mission that can affect human service outcomes.

The Partnership emerged from previous discussions about each organization having goals bigger than can be achieved as individual organizations and coalitions. By articulating our goals collectively into a common agenda, the Partnership's participants intend to combine resources and strengths, eliminate duplications, and increase collaboration and effectiveness. My hope is that participation in the Regional Partnership will assist CVRPC more effectively achieve local and regional goals for transportation, energy, and workforce development). A side benefit should be assisting other organizations supported by local and state tax dollars to achieve their goals.

Delivering Municipal Grants In Aid

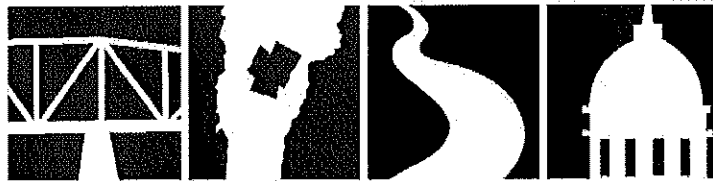
The VT Department of Conservation has requested Regional Planning Commission (RPC) assistance to administer a pilot Municipal Grants In Aid program. The pilot program will provide \$3,000-\$20,000 to each participating municipality to implement Best Management Practices on "connected" roads. Connected roads are sections of the road network that are connected to surface waters through ditches, culverts or other drainage structures. Connected roads present substantially greater risks to water quality. The Municipal Grants In Aid program supports early implementation of Municipal Roads General Permit work. Town officials will receive information about the program via email and mail.

Why were RPCs asked to assist with administration of this program? DEC is experiencing capacity challenges in contract administration and management due to the large volume of clean water fund agreements. It is utilizing the skills of partners familiar with contract administration, grant requirements, and clean water implementation projects to deliver several programs. RPCs have experience in all these areas, and have established relationships with municipalities that can benefit rapid program delivery.

RPC staff will provide the following support:

- provide towns with town-specific, connected roads maps;
- assist towns to identify the BMP to be implemented;
- conduct site visits and take pictures before and after construction;
- complete an online assessment tool and reporting;
- assist towns to document the BMP implemented;
- secure required documentation from towns; and
- assure consistent, statewide implementation of the program.

Program guidance was released on June 5, and towns have one month to confirm participation. Dan Currier and Pam DeAndrea will provide town assistance for CVRPC.



Central Vermont Regional Planning Commission

Financial Report

June 5, 2017

April 30, 2017 Summary:

CVRPC's cash flow has improved with the April 6th receipt of both the third and fourth quarter ACCD payments totaling \$127, 994. Additionally, the focus on providing complete invoicing packages to customers has helped to reduce payment turn-around times. An April 2017 invoicing frequency change from quarterly to monthly for one of the hazard mitigation grants will also facilitate a steadier cash flow. All invoices have been submitted through April 30th.

Balance Sheet:

Assets:

- Account 1100 Accounts Receivable's aging status is as follows:

| | <u>As of 3/31/17</u> | <u>As of 4.30.2017</u> | <u>As of 5.31.2017</u> |
|--------------|----------------------|------------------------|------------------------|
| 0-30 Days | \$ 55,538.86 | \$ 146,396.84 | \$ 16,979.91 |
| 31-60 Days | \$ 0.00 | \$ 1,723.00 | \$ 70,606.97 |
| 61-90 Days | \$ 71,076.59 | \$ 0.00 | \$ 7,847.63 |
| >90 Days | \$ <u>3,543.23</u> | \$ <u>7,178.22</u> | \$ <u>3,071.44</u> |
| Total | \$130,158.68 | \$ 155,298.06 | \$ 98,505.95 |

As is shown above, the backlog of older receivables is much improved. The remaining \$3,071 of the greater than 90 day receivables is a consequence of multiple incorrect transactions for the same customer in previous fiscal years. Staff continues working to resolve this issue.

Liabilities:

- Account 2001 Accounts Payable at \$27,329.80 is within normal monthly fluctuations. All payables are 0 – 30 days old.

| | <u>As of 3/31/17</u> | <u>As of 4/30/17</u> |
|--------------|----------------------|----------------------|
| 0-30 Days | \$ 974.22 | \$ 27,329.80 |
| 31-60 Days | \$ 0.00 | \$ 0.00 |
| 61-90 Days | \$ 30,000.00 | \$ 0.00 |
| >90 Days | \$ 0.00 | \$ 0.00 |
| Total | \$ 30,974.22 | \$ 27,329.80 |

- Account code 2140 (accrued vacation) increased by approximately \$1,150 in April which reflects that vacation is generally taken during the summer months. This can be expected to begin decreasing toward the end of this fiscal year.
- Account code 2170 (compensatory time) decreased by approximately \$860 since March. Most staff is on track to reduce their liability to zero by the end of the fiscal year. The Executive Director, whose position accounts for the bulk of the liability, has slowed accumulation but has not decreased comp time. It is proving difficult to significantly reduce her accrued comp time payout by the end of the fiscal year.
- The April 30th report shows a negative \$233.68 in account 2100. This represents an August 5, 2016 overpayment of federal payroll taxes. The Department of the Treasury refund was deposited and applied to this account in May. This will be reflected in the May financial report.
- Account 2110 shows an overpayment of \$7.82 in Vermont payroll taxes from a previous time period. Research for its resolution will be completed in May.

Profit & Loss Statement:Income:

Net income can vary significantly from month to month due to grant invoicing schedules. For example, of the 23 FY17 grant revenue streams, 12 are task based, which means that CVRPC may expend significant resources over long periods before being reimbursed. In addition, of the remaining 10 grants, 5 must be invoiced quarterly rather than monthly, which generally skews revenue higher every 3 months and lower for the months in between.

CVRPC's net income at the end of April is shown as \$8,202.27 on the Profit & Loss statement. This change from -\$45,920 on the March 31st Profit & Loss statement is due to revenue increasing by \$148,500 compared to expenses increasing by \$93,500 in April. However, due to the limitations of CVRPC's current accounting system as discussed in previous Executive Committee meetings, net income as shown on the Profit & Loss statement is not fully accurate. Until it is fully resolved, \$3,071 in invalid receivables is included in the revenue total. Un-invoiced labor is not shown when accrued. The Profit & Loss statement also does not show the risk of under spending the DCA Core grant that has been

already been paid. This will necessitate submitting a plan to ACCD for expending it in the first part of FY18. The Agency has been notified and has expressed understanding of CVRPC's extraordinary circumstances.

Therefore, actual net income for April 30, 2017 is estimated to be -\$37,640.

Expenses:

Overhead expenses have stayed within budget for the first 9 months of FY 17 but will increase due to increased contractor activity. Additional cost savings are being actively pursued. For example, in May 2017, the CVRPC QuickBooks payroll license was changed to a different option with the same functionality, to reduce the annual cost by \$390. In addition, beginning in June, CVRPC will realize a monthly cost savings of between \$200 and \$240 by switching to a different copier/printer supplier. This savings includes the cost of wrapping the remaining 7 months of the current equipment lease payments into the new lease.

Budget to Actuals:

Revenues:

CVRPC has received only 65.1% of its budgeted revenue as of April 30th. This is due largely to contractor projects which are just now starting to ramp up. Natural resource work is behind target because the Department of Natural Resources has not issued contracts for grants awarded last October.

Expenses

The Budget to Actual report shows that operational expenses are at 66.1% of the budgeted total. This lower than expected percent is largely due to the consultant budget being only 32% expended. CVRPC will experience a marked uptick in the next few months due to expected contractor activity in multiple projects.

Looking Ahead:

Cash flow challenges for the rest of the fiscal year remain from the loss of 2 staff in April, and will require finances to be closely monitored. A number of project contractor invoices will present significant cash outlays over the next three months. However, most of applicable funding agreements allow for invoicing prior to the contractor invoices being due. In addition, several deliverable based invoices will be generated in the final months of FY 2017 which should help generate a positive net income for the year.

As discussed in last month's report, collection of overhead (indirect) costs is under the projected actual cost. VTrans has declined CVRPC's request to modify its FY17 indirect rate. It offered to allow

CVRPC to adjust its FY18 rate upward, instead of waiting until FY 19 for recovery. This should mitigate some of the cash flow challenges.

QuickBooks Conversion:

A projected schedule of tasks for the QuickBooks conversion into a new company file is attached. Most of the effort will be completed by June 30th in order to have it up and running for FY18. Although it requires a substantial amount of staff time to implement, it will enable CVRPC to have accurate and timely financial reports with much less effort to manage accounting needs.

Respectfully submitted,

Bonnie MacBrien
Finance and Office Manager

Central Vermont Regional Planning Commission

Balance Sheet

As of April 30, 2017

8:36 AM

05/25/17

Accrual Basis

| | Apr 30, 17 |
|--|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1000 · Checking | 56,223.96 |
| 1065 · CD People's United Bank | 1,197.17 |
| 1070 · Peoples - CDBG Disaster Recover | 0.42 |
| Total Checking/Savings | 57,421.55 |
| Accounts Receivable | |
| 1100 · Accounts Receivable | 155,298.06 |
| Total Accounts Receivable | 155,298.06 |
| Total Current Assets | 212,719.61 |
| 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 | 242,051.86 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 2001 · *Accounts Payable | 27,329.80 |
| Total Accounts Payable | 27,329.80 |
| Other Current Liabilities | |
| 2100 · FED/FICA withholding | -233.68 |
| 2110 · State withholding | -7.82 |
| 2120 · HSA deductible withholding | 50.00 |
| 2135 · LEPC SERC deferred | 330.37 |
| 2140 · Accrued Vacation | 22,340.24 |
| 2170 · Accrued Compensatory Time | 11,029.86 |
| 2200 · Pension Liability | 1,560.23 |
| Total Other Current Liabilities | 35,069.20 |
| Total Current Liabilities | 62,399.00 |
| Total Liabilities | 62,399.00 |
| Equity | |
| 3100 · Fund Balance | 354,952.91 |
| 3200 · Invested in cap | 15,812.00 |
| 3900 · Retained Earnings | -199,314.32 |
| Net Income | 8,202.27 |
| Total Equity | 179,652.86 |
| TOTAL LIABILITIES & EQUITY | 242,051.86 |

Central Vermont Regional Planning Commission

Profit & Loss

July 2016 through April 2017

10:47 AM

05/25/17

Accrual Basis

| | Jul '16 - Apr 17 |
|---------------------------------------|------------------|
| Income | |
| 4050 · DCA Core | 255,986.05 |
| 4067 · Mad River Corridor Plan | 1,089.00 |
| 4068 · CVRPC_HMGP_FY16 | 2,634.92 |
| 4146 · MRVPD Admn | 3,958.30 |
| 4185 · WBRD Admn | 2,600.00 |
| 4202 · Town Dues FY 2017 | 71,537.40 |
| 4220 · ECO Northfield SW | 8,490.00 |
| 4221 · Barre Town Sewer Manholes | 3,510.30 |
| 4222 · BC/BT/Plainfield Stormwater MP | 4,076.00 |
| 4223 · Berlin Stormwater Master Plan | 2,723.00 |
| 4225 · ERP Northfld Village SW | 75,590.00 |
| 4226 · East Montpelier Master Plan | 10,519.41 |
| 4233 · LEPC SERC FY17 | 3,669.63 |
| 4401 · BCRC Regional Energy Plan | 10,000.00 |
| 4410 · Brownfields | 18,450.75 |
| 4600 · Miscellaneous Income | 3,581.15 |
| 4669 · NRPC Energy | 10,893.53 |
| 4670 · HMGP MEGA | 38,183.41 |
| 4670a · HMGP Mega Admin | 1,615.53 |
| 4671 · EMPG - 15 | 6,959.60 |
| 4671a · EMPG - 16 | 9,986.93 |
| 4673 · Vigilant Guard (EMPG 14) | 5,471.56 |
| 4683 · CDBG-DR-00018 | 52,250.00 |
| 4684 · CDBG - Washington AM | 6,235.35 |
| 4700 · Interest Income | 6.83 |
| 4701 · Minor A/R Charge Off | -72.18 |
| 4725 · Plainfield CDBG | 749.00 |
| 4750 · GIS Project | 1,028.49 |
| 4810 · Water Quality | 20,887.23 |
| 4909 · Transportation | 112,452.99 |
| 4910.5 · Better Back Roads | 9,765.70 |
| Total Income | 754,829.88 |
| Gross Profit | 754,829.88 |
| Expense | |
| 5000 · Personnel | 389,185.06 |
| 5001 · Staff Relocation Expense | 3,000.00 |
| 6010 · Health Insurance | 62,221.87 |
| 6011 · Life Disability Insurance | 3,177.10 |
| 6012 · CVRPC FICA | 27,958.89 |
| 6015 · Workmen's comp | 3,089.00 |
| 6017 · Unemployment Comp | 712.00 |
| 6018 · Pension Plan | 14,683.20 |
| 6020 · Bank Fees | 55.00 |
| 6023 · Cleaning | 1,525.00 |
| 6040 · Rent | 34,215.80 |
| 6050 · Telephone | 5,183.41 |
| 6060 · Postage | 1,720.81 |
| 6070 · Dues/Pubs/Subs | 6,315.12 |
| 6080 · Staff Education | 769.00 |
| 6085a · ACCD - FY17 Core | 8,608.21 |
| 6086 · CCRPC DEC HMGP | 80.31 |
| 6087 · Vigilant Guard (EMPG 14) Exp. | 54.38 |
| 6088 · HMGP - Mega | 534.77 |
| 6089 · Barre Town man hole map | 100.30 |
| 6090 · Staff Travel | 2,330.57 |
| 6092 · EMPG 15 | 82.30 |
| 6092a · EMPG 16 | 466.75 |
| 6097 · LEPC direct expenses | 377.74 |
| 6100 · Office Supplies | 6,135.27 |
| 6115 · Copier Lease Payments | 4,348.15 |
| 6116 · Copier extra copies | 695.89 |
| 6140 · Liability Insurance | 1,509.00 |

10:47 AM

05/25/17

Accrual Basis

Profit & Loss

July 2016 through April 2017

| | Jul '16 - Apr 17 |
|---------------------------------------|------------------|
| 6160a · Meetings/Programs | 358.21 |
| 6170 · Miscellaneous | 60.00 |
| 6171 · Advertising | 195.00 |
| 6180 · NRPC PDM-C | 21.71 |
| 6181 · NRPC Energy Training | 46.03 |
| 6187 · CDBG-18 | 50,000.00 |
| 6188-17 · Clean Water Act 17 | 513.94 |
| 6188 · Clean Water Act 16 | 44.82 |
| 6190 · Northfield ECO SW | 7,834.00 |
| 6191 · BC/BT/Plainfield SW MP Expense | 3,820.55 |
| 6192 · Berlin Stormwater MP Expenses | 1,274.05 |
| 6195 · Northfld Village SW ERP | 48,126.46 |
| 6330 · GIS Eqpt/Software | 3,600.00 |
| 6350 · GIS Supplies | 573.46 |
| 6400 · Regional Plan | 0.00 |
| 6450 · East Montpelier MPG | 81.94 |
| 6521 · BCRC Energy Plan | 226.93 |
| 6683 · CDBG- Washington AM | 256.62 |
| 66900 · Reconciliation Discrepancies | -0.51 |
| 6825 · SafetyNet/server maintenance | 7,923.00 |
| 6850 · CVRPC Audit | 6,180.00 |
| 6855 · Legal Assistance | 9,889.67 |
| 6860 · Government Relations | 3,567.05 |
| 7000 · Transportation Direct | 7,469.55 |
| 7000a · Vtrans TPI Admin | 3,411.95 |
| 7000d · Vtrans TPI Short Range | 1,445.68 |
| 7002 · VTrans Better Roads FY 16 | 307.26 |
| 7005 · VTrans Better Roads Warren | 36.38 |
| 7400 · Brownfields expense | 7,459.08 |
| 7801 · Bad Debt | 2,769.88 |
| | <hr/> |
| Total Expense | 746,627.61 |
| | <hr/> |
| Net Income | 8,202.27 |
| | <hr/> |

Central Vermont Regional Planning Commission

Budget to Actuals as of 4.30.2017

| | FY 17 | FY 17 | FY17 |
|--------------------------------|------------------|----------------|--------------|
| | Budget | Actual | % of Bud |
| REVENUES | 1,382,408 | 900,035 | 65.1% |
| Community Development | 172,250 | 39,344 | 22.8% |
| GIS Fee For Service | 1,400 | 1,028 | 73.4% |
| Interest | 10 | 7 | 68.3% |
| Municipal Contracts | 24,849 | 20,265 | 81.6% |
| Natural Resources | 286,335 | 115,490 | 40.3% |
| Other Income | 183,660 | 155,346 | 84.6% |
| Public Safety | 169,488 | 118,137 | 69.7% |
| Regional Planning Funds (ACCD) | 271,550 | 255,986 | 94.3% |
| Town Appropriations | 71,537 | 71,537 | 100.0% |
| Transportation | 201,329 | 122,968 | 61.1% |
| Reserves | 0 | 0 | |
| Line of Credit | 0 | 0 | |
| Minor AR charge off | | -72 | |
| EXPENSES | 1,348,134 | 890,747 | 66.1% |
| Advertising | 550 | 230 | 42% |
| Consultants | 377,988 | 119,632 | 32% |
| Copy/Print | 6,075 | 5,044 | 83% |
| Dues/Memberships | 10,167 | 9,467 | 93% |
| Equipment | 0 | | |
| Equipment Repair/Srvc | 550 | 0 | 0% |
| Fringe Benefits | 213,530 | 143,335 | 67% |
| Insurance | 1,517 | 1,509 | 99% |
| Interest * | 10 | 2,769 | 27694% |
| Line of Credit | 0 | | |
| Meeting/Programs | 12,289 | 7,313 | 60% |
| Office Rent/Util/Repair | 43,054 | 35,741 | 83% |
| Other Expense | 3,650 | 3,190 | 87% |
| Payroll | 596,002 | 502,080 | 84% |
| Postage | 1,900 | 1,721 | 91% |
| Professional Services | 31,605 | 24,905 | 79% |
| Reserve Contribution | 0 | 0 | |
| Software / Licenses | 7,381 | 5,766 | 78% |
| Subscriptions / Publications | 961 | 351 | 37% |
| Supplies - Office | 7,820 | 5,646 | 72% |
| Supplies - Billable | 7,927 | 8,039 | 101% |
| Telephone / Internet | 6,509 | 5,183 | 80% |
| Travel | 18,650 | 8,827 | 47% |
| BAL END | 34,274 | 9,289 | |

* bad debt & reconciliation discrepancies which was not budgeted

| Tasks and Schedule for New QuickBooks CVRPC set up | | | | |
|---|---------|-----------|--|--|
| Task | Start | Completed | | |
| | Week of | | | |
| 1 Upgrade to QuickBooks Pro 2017 & Enhanced Payroll | 5.8 | 5.12 | | |
| 2 Determine naming convention for employees as vendors, vendors, customers & jobs | 5.15 | | | |
| 3 Set up company preferences | 5.15 | | | |
| 4 Set up vendors - name, address, payment terms, account #'s, 1099 required ? | 5.15 | | | |
| 5 Set up expense account codes (based on budget categories) | 5.22 | | | |
| 6 Set up revenue account codes (based on budget categories) | 5.22 | | | |
| 7 Set up items | 5.22 | | | |
| 8 Set up ability to link vendor invoices to items for customer billing | 5.29 | | | |
| 9 Set up customers - name, address, payment terms, invoice messages | 5.29 | | | |
| 10 Set up customer price lists (ex - GIS maps) | 5.29 | | | |
| 11 Set up jobs (grants/programs) | 5.29 | | | |
| 12 Set up invoice templates | 6.5 | | | |
| 13 Test - vendor entry/customer invoicing | 6.5 | | | |
| 14 Set up employees - name, address, ss#, | 6.5 | | | |
| 15 payroll info - payroll items, direct deposit info | 6.5 | | | |
| 16 Set up bank accounts | 6.12 | | | |
| 17 Bring over bank balances and uncleared checks as of 6.30.17 | 7.3 | | | |
| 18 enter FY18 budget | 7.3 | | | |
| 19 Set up time keeping import option - on QB & employees computers | 7.10 | | | |
| 20 vacation accrual | 7.24 | | | |
| 21 sick time accrual | 7.31 | | | |
| 22 comp time accrual | 8.7 | | | |
| Tasks completed | | | | |
| Tasks begun but not yet completed | | | | |



MEMO

Date: May 31, 2017

To: Executive Committee

From: Bonnie MacBrien, Finance & Office Manager

Re: Reserve Fund

I am requesting Executive Committee to approve the establishment a reserve fund via a money market account with Northfield Savings Bank. I have reviewed options from four (4) banking institutions – Peoples United Bank, Vermont State Employees Credit Union, Community National Bank, and Northfield Savings Bank. Northfield Savings Bank provides the most flexibility and the best rates.

What is the interest rate?

For accounts up to \$24,999, the interest rate is 0.15%. This increases to 0.25% for accounts between \$25,000 and \$49,999, 0.35% for accounts between \$50,000 and \$74,999, 0.55% for accounts between \$75,000 and \$149,999, and 0.75% for accounts over \$150,000.

What are the terms?

Money market accounts can be opened for as little as \$10, but accounts are required to have an average daily balance of \$5,000 to avoid the \$10 monthly fee. There is no limit on the number of monthly deposits, but if monthly withdrawals are more than six (6), a \$15 monthly fee is assessed.

When should CVRPC establish this account?

I am recommending that CVRPC establish this account with an initial deposit of \$5,000.00 at month end July 2017 in order to ensure that cash flow is not impacted for the rest of fiscal year 2017.

What action must CVRPC take?

CVRPC must complete a Northfield Savings Bank contact form for each signer as well as one for CVRPC. Northfield Savings Bank does not request credit reports or require social security numbers for the signers, only a Chex Systems report on the business to ensure that CVRPC does not have a negative balance with another banking institution. An additional account agreement and resolution form must also be signed. None of the forms are required to be notarized.



FY 2018 Meetings

Executive Committee*

July 3, 2017

Aug 1

Sept 5 (Tuesday)

Oct 2

Nov 6

Dec 4

Jan 2, 2018 (Tuesday)

Feb 5

Mar 5

Apr 2

May 7

June 4

Board of Commissioners

July 1, 2017

Aug - no meeting

Sept 12

Oct 10

Nov 14

Dec 12

Jan 9, 2018

Feb 13

Mar 13

Apr 10

May 15 – annual meeting

June 12

*When a regular Committee meeting occurs on a holiday, the meeting date has been shifted to the next day (with the day noted in parenthesis).

NOTE: Highlighted text indicates dates for discussion.



Resolution for Change in Bank Account Signatory

Whereas the Central Vermont Regional Planning Commission is a political subdivision of the State of Vermont organized jointly by the municipalities of Washington County and the Towns of Orange, Washington, and Williamstown as authorized in 24 V.S.A. Chapter 117; and

Whereas the Central Vermont Regional Planning Commission annually elects new officers and is desirous of facilitating the smooth transition of duties between old and new officers; and

Whereas the Central Vermont Regional Planning Commission holds accounts at People's United Bank, 112 State Street, Montpelier, VT 05602; and

Whereas the Central Vermont Regional Planning Commission wishes to designate standard signatories for these accounts in support of the transition of duties; now, therefore, be it

Resolved, that the Central Vermont Regional Planning Commission in super session to all other resolutions passed earlier by the Board of Director in its meeting in respect of its three Current Bank Accounts in the name of the Commission existing with People's United Bank, 112 State Street, Montpelier, VT 05602, authorizes People's United Bank to honor all cheques signed solely by:

- a. the currently elected Chair of the Board of Directors or
- b. the currently elected Treasurer of the Board of Directors or
- c. the current Executive Director.

Adopted by the Executive Committee: 06 / 05 / 2017

Byron Atwood, Chair
CVRPC Board of Commissioners



June 5, 2017

Amy White
People's United Bank
292 North Main Street
Barre, VT 05641

Dear Amy,

This letter certifies that the Chair of the Central Vermont Regional Planning Commission Board of Commissioners, currently Byron Atwood, is authorized to sign on behalf of the Central Vermont Regional Planning Commission (CVRPC) for a business line of credit from People's United Bank in the amount of \$25,000. Mr. Atwood's term of office expires on June 13, 2017 at which time the new Chair will be elected and is authorized to sign on behalf of the CVRPC.

Sincerely,

Officers of the Central Vermont Regional Planning Commission Board of Commissioners

Byron Atwood, Chair

Juliana Potter, Vice Chair

David Strong, Treasurer

Laura Hill-Eubanks, Secretary



Procurement Procedures

Adopted: _____

Effective: _____

1.0 PURPOSE AND AUTHORITY

This document describes the process through which the Central Vermont Regional Planning Commission will procure contractor services and equipment for the accomplishment of assignments provided by State and/or Federal agencies that are beyond the ability of the Commission staff either due to workload or available in-house expertise.

This document also is intended to satisfy the requirements to self-certify CVRPC's procurement procedures in compliance with applicable Federal regulations 2 CFR §§200.317-326. Specific Federal agency or Vermont requirements also apply and are in addition to those outlined in Title 2. Staff shall verify whether additional requirements apply prior to making procurements and shall document the determination and any alternate requirements used in the procurement summary.

These policies and procedures have been developed in accordance with the following State and Federal statutes and regulations:

24 VSA Chapter 117 - Vermont Municipal and Regional Planning and Development Act.

Vermont Agency of Administration Administrative Bulletin 3.5 - Procurement and Contracting Procedures.

Code of Federal Regulations (CFR) Title 2, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- 2 CFR §§200.317-326, Procurement Standards
- 2 CFR §200.112, Conflict of Interest
- 2 CFR §200.113, Mandatory Disclosures

2.0 DEFINITIONS

Contract – Any legally enforceable agreement by which CVRPC purchases products or services needed to carry out a project or program. The term contract includes all such agreements, whether or not characterized as a “contract”, “agreement”, “purchase order”, “procurement”, “license agreement”, “maintenance agreement”, “support agreement”, or other similar term (Vermont Bulletin 3.5). A contract is for the purpose of obtaining goods and services for CVRPC’s own use and creates a procurement relationship (2 CFR §200.300).

Contractor - Any party with which CVRPC has signed a contract. Characteristics indicative of a procurement relationship between CVRPC and a contractor are when the contractor provides goods and services within normal business operations, provides similar goods or services to many different purchasers, normally operates in a competitive environment, provides goods or services that are ancillary to the operation of the Federal program, and is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons (2 CFR §200.300).

Equipment - Tangible, personal property, including information technology systems, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Pass-through Entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Subaward – An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity.

Subrecipient – A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.

Supplies – All tangible personal property other than those as described as Equipment above.

3.0 GENERAL PROCUREMENT

- a. CVRPC will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
- b. CVRPC will maintain a written code of standards of conduct governing the performance of its employees engaged in the selection, award, and administration of contracts. No employee, officer or agent of CVRPC shall participate in the selection, award or administration of a contract supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent or, any member of his or her immediate family or, his or her partner, or any organization that employs, or is about to employ,

any of the above has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

CVRPC officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. CVRPC may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct will provide for disciplinary actions to be applied for violations of such standards by officers, employees or agents of CVRPC.

- c. CVRPC will review proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis should be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- d. To foster greater economy and efficiency, CVRPC will endeavor to enter into State and local intergovernmental agreements for procurement or use of common or shared goods and services.
- e. CVRPC will endeavor to use Federal and State excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- f. CVRPC will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- g. CVRPC will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily be limited to, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- h. CVRPC will use time and material-type contracts on State and/or Federal jobs only after a determination that no other contract is suitable, and if the contract includes a ceiling price that the contractor exceeds at its own risk.

Time and material type contract means a contract whose cost to a non-Federal entity is the sum of: the actual cost of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, CVRPC must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost control.

- i. CVRPC alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protest, disputes, and claims. These standards do not relieve CVRPC of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of CVRPC unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State or Federal authority having proper jurisdiction.
- j. All procurement transactions will be conducted in a manner providing full and open competition. To ensure objective contractor performance and to eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals will be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:
 - i. Placing unreasonable requirements on firms in order for them to qualify to do business.
 - ii. Requiring unnecessary experience and excessive bonding;
 - iii. Noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Noncompetitive contracts to consultants that are on retainer contracts;
 - v. Organizational conflicts of interest;
 - vi. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - vii. Any arbitrary action in the procurement process.
- k. CVRPC will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statues expressly mandate or encourage geographic preference. This shall not preempt state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- l. Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a description shall not, in competitive procurement, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and

standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance of other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated. All solicitations will identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

- m. CVRPC will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. CVRPC will not preclude potential bidders from qualifying during the solicitation period.
- n. CVRPC will use one of the following methods of procurement.
 - i. Procurement by Micro-Purchase. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate annual dollar amount of which does not exceed the micro-purchase threshold as stated in 2 CFR § 200.67, currently defined at \$3,000. Micro-purchases may be awarded without soliciting competitive quotations if CVRPC considers the price to be reasonable. To the extent practicable, CVRPC will distribute micro-purchases equitably among qualified suppliers. In the case of acquisitions for construction subject to the Davis-Bacon Act, the micro-purchase limit is \$2,000.
 - ii. Procurement by Small Purchase. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 (Vermont Bulletin 3.5). If small purchase procedures are used, price or rate quotations must be obtained from at least three qualified sources.
 - iii. Simplified Bid Process. Contracts greater than \$25,000, but not more than \$100,000, can follow either a simplified bid process or a standard bid process (Vermont Bulletin 3.5). A “simplified bid process” means that CVRPC has developed a specific and detailed statement of work for the service or product desired and has solicited written price quotations from at least three potential vendors known to provide the specified services or products.

Procedures for the Simplified Bid Process:

- 1. Prepare a written specifications before bid solicitation consisting of:
 - a. General statement of services required,
 - b. Performance requirements,
 - c. Expectations regarding service location, schedule, including deadlines for deliverables and/or milestones, if applicable, and
 - d. Other specific requirements or conditions.

2. Prepare a list of at least three (3) potential vendors to be solicited.
 3. Obtain price quotations by one or a combination of the following methods: current price lists, advertisements, telephone or verbal quotes, facsimile quotations, email quotes or written bids.
 4. Construct the procurement file as outlined in CVRPC's procurement summary. All records relating to the simplified bid process shall be retained in the contract file in accordance with CVRPC's record retention schedule.
 5. Document and retain in the procurement file all communications with contractors to obtain price quotes.
- iv. Standard Bid Process. A standard Request for Proposals (RFP) is required for all services which are anticipated to exceed a maximum contract amount of \$100,000 or more (Vermont Bulletin 3.5). An RFP must contain a clear and concise statement of work and describe the criteria used to select the contractor. The RFP will include a cover page, introduction, brief description of CVRPC, statement of work to be performed, RFP response requirements, contract elements, and basis for selection.

The bid most responsive to the selection criteria established in the RFP should be accepted. A complete copy of the RFP, contractors solicited, price quotations, bids received, and written selection justification shall be placed in the contract file.

- v. Procurement by Sealed Bids (formal advertising) (2 CFR §200.320(c)). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply.
1. A complete, adequate, and realistic specification or purchase description is available;
 2. Two or more responsible bidders are willing and able to compete effectively for the business; and
 3. The procurement lends itself to a firm fixed price, and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

1. The invitation for bids will be publically advertised, and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond;
3. All bids will be publicly opened at the time and place prescribed in the invitation for bids;

4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 5. Any or all bids may be rejected if there is a sound documented reason.
- vi. Procurement by Competitive Proposals (2 CFR §200.320(d)). The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum practical;
 2. Proposals must be solicited from an adequate number of qualified sources;
 3. CVRPC will have a written method for conducting technical evaluation of the proposals received and for selecting recipients; and
 4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
 5. CVRPC may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms are a potential source to perform the proposed effort.
- vii. Procurement by Noncompetitive Proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from CVRPC; or
 4. After solicitation of a number of sources, competition is determined inadequate.

- o. CVRPC will take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are used when possible. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.
- p. Procurement of Recovered Materials. CVRPC, as a political subdivision of Vermont, and its contractors will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- q. Contract cost and price. CVRPC will perform a cost or price analysis in connection with every procurement action in excess of the \$100,000 threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, CVRPC will make independent estimates before receiving bids or proposals.

CVRPC will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Cost of prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or costs estimates included in the negotiated prices would be allowable for CVRPC under 2 CFR §200, Subpart E - Cost Principles. CVRPC may reference its own cost principles that comply with the Federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used.

- r. Federal awarding agency or pass-through entity review. CVRPC will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if CVRPC desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
 - i. CVRPC will make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent costs estimates when:
 - 1. CVRPC's procurement procedures or operation fails to comply with these procurement standards;
 - 2. The procurement is expected to exceed the \$100,000 threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - 3. The procurement, which is expected to exceed the \$100,000 threshold, specifies a "brand name" product;
 - 4. The proposed contract is more than the \$100,000 threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - 5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the \$100,000 threshold.
 - ii. CVRPC is exempt from the pre-procurement review if the Federal awarding agency or pass-through entity determines that its procurement systems comply with these standards.

1. CVRPC may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards for its system to be certified. Generally, these reviews must occur where there is a continuous high-dollar funding, and third party contracts are awarded on a regular basis.
 2. CVRPC may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from CVRPC that it is complying with these standards. CVRPC will cite specific policies, procedures, regulations or standards as being in compliance with these requirements and have its system available for review.
- s. Bonding Requirements. For construction or facility improvement contracts or subcontracts exceeding the \$100,000 threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the CVRPC provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
- i. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - ii. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - iii. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- t. Contract Provisions. CVRPC's contracts will contain the applicable provisions as described below and contained in 2 CFR Part 200, Appendix II – Contract Provisions for non-Federal Entity Contracts Under Federal Awards. In addition to other provisions required by the Federal agency or CVRPC, all contracts made by CVRPC under the Federal award will contain provisions covering the following, as applicable:

- i. Contracts for more than the \$100,000 threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions as appropriate.
- ii. All contracts in excess of \$10,000 will address termination for cause and for convenience by CVRPC, including the manner by which it will be effected and the basis for settlement.
- iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 will include the equal opportunity clause provided under 41 CFR 601-4(b), in accordance with Executive Order 11246 “Equal Employment Opportunity” (30FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375 “amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFP part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions as Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors will be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. In addition, contractors will be required to pay wages not less than once a week. CVRPC will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. CVRPC will report all suspected or reported violations to the Federal awarding agency. The contracts will also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractors or subrecipeint will be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CVRPC will report all suspected or reported violations to the Federal awarding agency.
- v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by CVRPC in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- vii. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires CVRPC to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Contract Act as amended (33 U.S.C. 1251-1387).
- viii. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (43 U.S.C. 6201).
- ix. Debarment and Suspension (executive Orders 12549 and 12689). A contract award (see 2 CFR §180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1968 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- x. Byrd Anti-Lobbying Amendment (31 U.S.C 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not, and has not, used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- xi. CVRPC will comply with 19 VSA 10a for procurement of Architectural Engineering (A/E) and related professional services.
- xii. CVRPC shall use State and/or Federal agency provided pro-forma contracts and agreements for contractual compliance with State and Federal requirements.
- xiii. All contracts using U.S. EPA Assistance. All contracts using U.S. EPA Assistance shall including the following:
 - 1. Salary Caps. All contracts using U.S. EPA assistance for a contractor or subrecipient shall comply with 40 CFR 30.21-28 including 30.27(b) dealing with the authorized direct salary cap under federal assistance agreements.
 - 2. Minority/Women's Business Enterprise (MBE/WBE). CVRPC shall make a good faith effort to encourage the participation and bidding of minority and women-owned business enterprises whenever procuring construction, equipment, services and supplies, especially as related to accomplishing the goals and conditions of federal assistance awards and contracts. CVRPC will follow the guidelines and requirement of Title 40 CFR Part 33, Subpart C, in addition to using the basic reporting requirements of EPA Form 5700-52A to document and implement the policies, procedures and systems necessary to make opportunities available to MBE/WBE firms.
- u. Cost Sharing, Matching, and In-Kind Contributions. CVRPC may accept cash and third party in-kind support to assist in the implementation and pursuit of its goals and mission. When addressing federal cost share, match or in-kind contribution requirements of federal assistance awards, all contributions, including cash and third party in-kind, shall meet all of the requirements of 40 CFR 30.23, including the following criteria:
 - i. Contributions are verifiable from the recipient's records.
 - ii. Contributions are not included as contributions for any other federally-assisted project or program.
 - iii. Contributions are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
 - iv. Contributions are allowable under the applicable cost principles.
 - v. Contributions are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching.

4.0 PURCHASE OF EQUIPMENT

All equipment procured on behalf of a State and/or Federal agency must be pre-approved if not in an approved work plan. Title to the equipment shall be jointly held between said State and/or Federal agency and CVRPC. The purchased equipment must be directly related to the implementation of a specific State and/or Federal program and is to be used only for the originally authorized purpose. If the equipment is no longer needed, CVRPC will notify the State and/or Federal agency of this for possible use on other projects or programs supported by said agency.

However, when acquiring replacement equipment approved by a specific State and/or Federal agency, CVRPC may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment with agency approval. All documentation showing trade in value must accompany CVRPC's invoice in which reimbursement is being requested for that equipment.

CVRPC will not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private firms which provide equivalent services.

CVRPC will be responsible for the management of the equipment while in use in such a fashion that at a minimum meets the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, the cost of the property, the location and use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken and the results reconciled with the property records at least every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. Proper sales procedures designed to ensure the highest possible return must be developed and implemented if CVRPC is authorized to sell the property.

When original or replacement equipment acquired under an agreement is no longer needed for the original project or program, disposition of the equipment will be made as follows:

- i. Items of equipment with a current per-unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation.
- ii. Items of equipment with a current per-unit market value in excess of \$5,000 may be retained or sold and the State or Federal agency shall have the right to an amount calculated by multiplying the current market value or proceeds from sale by the State or Federal government's share of the equipment.

In cases where CVRPC fails to take appropriate disposition actions, the State and/or Federal awarding agency may direct CVRPC to take excess property and disposition actions. The Federal government may reserve the right to transfer title to the Federal government or a third party when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

- i. The property shall be identified in the agreement or otherwise made known to CVRPC in writing.
- ii. The State and/or Federal awarding agency shall issue disposition instructions within 120 calendar days after the end of said agency's support of the project for which it was acquired. If the State and/or Federal agency fails to issue disposition instructions within the time frame, CVRPC will follow the instructions as described above. When title is transferred, CVRPC will be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value.

5.0 PURCHASE OF SUPPLIES

Title to supplies acquired under an agreement will vest upon acquisition to CVRPC. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the agreement, and if the supplies are not needed for any other State and/or Federally sponsored programs or projects, CVRPC shall compensate the awarding agency for its share.

Adopted by the Central Vermont Regional Planning Commission Executive Committee, September 13, 2016.

Byron Atwood
Chair



BOARD OF COMMISSIONERS

June 13, 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.)

6:30 pm – Please join us for dessert to celebrate departing Commissioners – Tina Ruth, David Strong, Larry Hebert, Camilla Behn, and Paul Rose – and to welcome new Commissioners – Kirby Keeton, Bram Towbin, Daniel Raddock, and John Brabant.

AGENDA

| <u>Page</u> | <u>Time</u> ¹ | <u>Description</u> |
|-------------|--------------------------|--|
| | 7:00 | Adjustments to the Agenda |
| | | Public Comments |
| | 7:05 | Meeting Minutes – May 9, 2017 (enclosed) ² |
| | 7:10 | Staff Reports (enclosed) and any updates |
| | 7:15 | Executive Director’s Report (enclosed) and any updates |
| | 7:25 | Central VT Economic Development Corporation Report , <i>Jamie Stewart, Director</i> |
| | 7:30 | Legislative Report (enclosed) |
| | 7:50 | Election of Officers and Additional Members of the Executive Committee (enclosed) Presentation of ballot vote results. |
| | 7:55 | Commission Appointments (enclosed) ² Appointment of Committee members and Commission’s representatives to various organizations for FY18 |
| | 8:10 | Regional Energy Plan , Eric Vorwald (enclosed) Review of draft plan as recommended by the Regional Energy Committee. Upon approval of the final plan, it will be incorporated into <i>Plan Central Vermont</i> . |
| | 9:00 | Adjournment |

¹ Times are approximate unless otherwise advertised.

² Anticipated action item.



MEMO

Date: May 22, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

FOR INFORMATION ONLY

(Contracts and agreements valued at \$25,000 or less and site specific contract addendums for the Brownfields Program)

Stone Environmental – Ayer Autobody Expansion Brownfield Assessment

Scope of Work: Qualified Environmental Professional services for a Phase 2 Environmental Site Assessment at the Ayer Autobody Expansion property (former Ernie's Garage) in Barre City. At a kick-off meeting and site visit with the owner/developer and contractor, the owner/developer shared that he had modified his plans to include redevelopment of a residential building on the property. Staff recommended a lead-based paint investigation of the structure. The contractor's proposal was also modified based on additional discoveries during the site visit.

Funding:

Contract Amount: \$24,842

Amendment Amount: \$3,112

Total Contract: \$27,954

Funding Source: EPA Brownfields grant

Performance Period: 03/06/17 – 07/31/17

CVRPC Staff: Bonnie Waninger

Notes: The amended amount remains within the amount recommended by the Brownfields Advisory Committee.

LE Environmental - Town of Whiting Fire & Recycling Station Brownfield Assessment

Scope of Work: Qualified Environmental Professional services for a Phase 2 Environmental Site Assessment at the Town of Whiting Fire & Recycling Station. The Town of Whiting has requested to meet with the contractor prior to field sampling. Based on past assessments, three meetings were added to the contract.

Funding:

Contract Amount: \$10,800

Amendment Amount: \$1,120

Total Contract: \$11,920

Funding Source: EPA Brownfields grant

Performance Period: 03/06/17– 06/30/17

CVRPC Staff: Bonnie Waninger

Notes: The amended amount includes a \$920 contract increase recommended by the Brownfields Advisory Committee.