Central Vermont Regional Planning Commission

EXECUTIVE COMMITTEE

December 4, 2017

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

Page	AGENDA	
	4:00[1]	**Adjustments to the Agenda**
		Public Comment
Sent Separately	4:05	**Audit Presentation** *Bonnie Batchelder, Batchelder Associations* (enclosed)[2] Presentation and review of FY17 audit.
2	4:35	**Financial Report** (enclosed)[2]
	4:45	**Anticipated Executive Session –** 1 V.S.A §313(1)(A), Contracts
10	5:10	**Contract/Agreement Authorization** (enclosed)[2]
12		a) Wrightsville Beach Recreation District – Accounting Services
21		b) Cross Vermont Trail Association – Office Space and Payroll Services
Distributed at meeting	5:15	**Commissioner Handbook** Introduction for new Committee members. Discussion/final comments in January. Adoption not required.
38	5:25	**Policies & Procedures** (enclosed)[2]
40		a) Records Retention Policy
50		b) Commissioner Conflict of Interest – Discussion only
53		c) Executive Committee Rules of Procedure
59	6:00	**Commission Meeting Agenda** (enclosed)[2]
	6:05	**Consent Items** (enclosed)[2]
60		a) Meeting Minutes – November 6, 2017
63		b) Executive Director Report
	6:10	**Adjourn**

[1] All times are approximate unless otherwise advertised
[2] Anticipated action item

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Central Vermont Regional Planning Commission

MEMO

Date: November 30, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Financial Report as of October 31, 2017

Audit

The auditor has completed all field work and prepared a draft audit. CVRPC provided comments today. The final audit is expected to be available Monday, and the auditor will present it the Committee at its meeting. Because the document will not be available in advance, the Committee can choose to delay acceptance of the audit until a later date.

Financial Activities

With the audit complete, Nicole is working to catch up on invoicing. Invoices through October have been prepared in QuickBooks and are being translated into agency forms. Invoicing should be complete by December 8. Minor adjustments to the October financials remain to be completed, however staff has a high degree of confidence in the October statements.

Staff is beginning work to update administrative and financial procedures. Basic work is required to bring the current procedures into alignment with the modified financial system. Revisions will also incorporate other existing stand-alone policies and procedures.

Financial Statement Explanations

<u>Overall Position</u>

CVRPC is on target for its financial goals this year. Cash is recovering as anticipated as payments arrive for product-based contracts. Unspent ACCD FY17 funds have been used. Once financials are provided with our December 31 report, ACCD will pay the contract retainage.

Balance Sheet

Cash Balance

The Commission's cash balance has improved. The checking account balance of $120,171 includes designated funds for the High Meadows project and deferred income for ACCD FY18. CVRPC has returned to reserves the $10,000 it liquidated in FY17. An additional $5,000 was contributed in the first quarter of FY18, meeting CVRPC's quarterly goal for FY18.

Aged Receivables

As of the date of this memo, we have collected $37,031.24 in subsequent payments on the aged receivables leaving $284,544 remaining for collection. Outstanding balances are primarily due to delayed billing as many of these receivables have not been sent to customers.

Aged Payables

As of the date of this memo, we have paid an additional $63,092 on aged payables leaving $23,280 remaining for payment. Outstanding payables older than 30 days are consultant invoices awaiting payment to CVRPC from the funding agency.

Liabilities

Advanced but unearned funds are listed as Deferred Income on the Balance Sheet. These funds include ACCD and LEPC SERC . Use of SERC funds are significantly ahead of schedule.

Accrued Compensated Absences are earned but unused vacation and compensatory time. CVRPC adjusts these balances quarterly. One FY17 year end compensatory time payment of $4,000 occurred in keeping with CVRPC's Personnel Policies.

Net Income

CVRPC budgeted for its Net Income to increase by fiscal year end. As of October 31, Net Income increased by $62,159 from June 30, 2017. Net Income was expected to increase significantly in the first half of FY18 as product-based payments were made. It will fall in the second half of the year when the majority of non-staff overhead expenses are paid.

Profit and Loss Budget versus Actuals

Revenue and Expense Review

To determine how well we are following our budget, we use a benchmark. We calculate the benchmark as the percentage of the budget that we would expect to earned/spend if all revenues and expenses were earned/spent equally over 12 months. This would be 33% for October 31. Significant variances are explained in Revenues and Expenses below.

The Commission will adopt a mid-year budget adjustment in January/ February. The mid-year adjustment realigns revenues and expenses with actuals and provides revised projections.

Revenues
Revenues are tracking within target. Areas of note for Revenues include:

ACCD – Reduced in first quarter due to vacant position. Position now filled.
Fee for Service – Most have not be billed for first quarter expenses.
Municipal Better Back Roads – Have not been billed for summer/fall field work.
BC/BT/Plainfield Stormwater Masterplan – Project will close out in January.
Berlin Stormwater Masterplan – Delayed to provide Berlin additional time to set priorities.
High Meadows Resilience – Full contract value was provided in advance. Of the $40,000 award, CVRPC expects to use $22,222 in FY18.
EMPG – FFY16 funds were not fully used, but staff was able to complete more work than originally anticipated.
HMGP Mega – More time was required than originally anticipated to bring local hazard mitigation plans to completion. Funds are available in the grant. Anticipated revenues will be adjusted at mid-year.
Water Quality – This award is delayed. It is unclear whether the contract will be backdated to its October 1 expected start date. Staff has essentially stopped work.
DEC Class IV Road Demonstration – Product-based payments begin in December.
Grants in Aid – This is construction work paid in two large installments.
TPI – Studies in the first quarter resulted in first quarter consultant expenses.
VTrans Better Road – Contract to be billed when work is completed.

Expenses
Most variances are timing issues since some expenses are not evenly spent throughout the year, such as insurance. This report focuses on items of note rather than items with benchmark variances solely due to timing. These items include:

Copy – Color copy use is occurring higher than anticipated. CVRPC is paying lease expenses on two copiers through December. This cost is offset by the lease buyout payment from National.
Billable Supplies – Transportation equipment purchases were made in September.
Fringe Benefits and Personnel – Cross Vermont Trail and MRVPD expenses have not been journal adjusted our of CVRPC's expenses into their subcategories. Expenses are lower than expected due to employee choice of payment in lieu of health benefit.

1:05 PM
11/30/17
Accrual Basis

Central Vermont Regional Planning Commission
Balance Sheet
As of October 31, 2017

		Oct 31, 17
ASSETS		
Current Assets		
Checking/Savings		
Northfield Savings - Reserve		16,202.44
1000 · Checking		120,171.60
1070 · Peoples - CDBG Disaster Recover		0.42
Total Checking/Savings		136,374.46
Accounts Receivable		
1100 · Accounts Receivable		321,575.24
Total Accounts Receivable		321,575.24
Total Current Assets		457,949.70
Fixed Assets		
12250 · Accumulated Depreciation		-26,067.00
1800 · Equipment		39,785.25
Total Fixed Assets		13,718.25
Other Assets		
1700 · Deposits		4,415.00
1960 · Other Prepaid Expense		14,777.14
Total Other Assets		19,192.14
TOTAL ASSETS		**490,860.09**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2001 · *Accounts Payable		86,371.88
Total Accounts Payable		86,371.88
Credit Cards		
Staples Credit Plan		49.28
Total Credit Cards		49.28
Other Current Liabilities		
2100 · FED/FICA withholding		8,294.66
2110 · State withholding		412.12
2120 · HSA deductible withholding		775.00
2135 · LEPC SERC deferred		1,558.94
2140 · Accrued Vacation		22,327.40
2160 · Accrued Expenses		73.75
2170 · Accrued Compensatory Time		9,475.42
2200 · Pension Liability		1,177.68
2300 · Deferred Income		
ACCD FY18	108,757.06	
Total 2300 · Deferred Income		108,757.06
Total Other Current Liabilities		152,852.03
Total Current Liabilities		239,273.19
Total Liabilities		239,273.19
Equity		
3100 · Unrestricted Net Position		80,995.55
3200 · Invested in cap		13,718.25
Net Income		156,873.10
Total Equity		251,586.90

1:05 PM
11/30/17
Accrual Basis

Central Vermont Regional Planning Commission
Balance Sheet
As of October 31, 2017

	Oct 31, 17
TOTAL LIABILITIES & EQUITY	490,860.09

Central Vermont Regional Planning Commission

Statement of Revenues and Expenditures

Accrual Basis

July through October 2017

	Jul - Oct 17	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
ACCD	87,388.07	342,560.00	-255,171.93	25.5%
ACCD Match	-0.01			
Community Development				
BCRC Regional Energy Plan	6,000.00	20,000.00	-14,000.00	30.0%
Brownfields Grant	78,347.36	299,780.00	-221,432.64	26.1%
NRPC Energy	10,800.00	27,200.00	-16,400.00	39.7%
Total Community Development	95,147.36	346,980.00	-251,832.64	27.4%
Fee for Services				
Cross VT Trail	540.25	10,149.00	-9,608.75	5.3%
GIS Project	12.00	1,100.00	-1,088.00	1.1%
MRVPD Admn	395.87	30,219.00	-29,823.13	1.3%
MRVPD Payroll Reimbursements	12,059.25			
4185 · WBRD Admn	0.00	1,300.00	-1,300.00	0.0%
Total Fee for Services	13,007.37	42,768.00	-29,760.63	30.4%
Municipal Contracts				
Barre Town Sewer Manholes	0.00	300.00	-300.00	0.0%
Better Back Roads	4,008.29	35,437.00	-31,428.71	11.3%
Total Municipal Contracts	4,008.29	35,737.00	-31,728.71	11.2%
Natural Resources				
604B	0.00	1,818.00	-1,818.00	0.0%
BC/BT/Plainfield Stormwater MP	40,000.00	41,565.00	-1,565.00	96.2%
Berlin Stormwater Master Plan	11,000.00	26,525.00	-15,525.00	41.5%
ERP Northfld Village SW	0.00	173,785.00	-173,785.00	0.0%
Forest Integrity	0.00	2,030.00	-2,030.00	0.0%
High Meadows Resilience	40,000.00	22,222.00	17,778.00	180.0%
Mad-Kingsbury Stormwater M. Pla	2,000.00	106,000.00	-104,000.00	1.9%
Mad River Corridor Plan	7,000.00	26,878.00	-19,878.00	26.0%
Water Quality	6,272.97	22,478.00	-16,205.03	27.9%
Total Natural Resources	106,272.97	423,301.00	-317,028.03	25.1%
Other Income				
Interest Income	5.07			
Miscellaneous Income	7,125.00	5,000.00	2,125.00	142.5%
Total Other Income	7,130.07	5,000.00	2,130.07	142.6%
Public Safety				
DEMHSDPS MOU	4,077.28			
EMPG	29,917.37	38,139.00	-8,221.63	78.4%
HMGP MEGA	6,885.62	1,603.00	5,282.62	429.5%
HMGP Mega Admin	65.08	960.00	-894.92	6.8%
LEPC SERC	1,283.54	4,000.00	-2,716.46	32.1%
Total Public Safety	42,228.89	44,702.00	-2,473.11	94.5%
Transportation				
DEC Class IV Road Demonstration	0.00	51,000.00	-51,000.00	0.0%
Grants in Aid	10,482.07	24,921.00	-14,438.93	42.1%
TPI	114,230.81	231,629.00	-117,398.19	49.3%
VTrans Better Back Road	1,211.12	9,044.00	-7,832.88	13.4%
Total Transportation	125,924.00	316,594.00	-190,670.00	39.8%
4200 · Town Dues				
Town Dues	71,537.40	71,537.00	0.40	100.0%
Total 4200 · Town Dues	71,537.40	71,537.00	0.40	100.0%
Total Income	552,644.41	1,629,179.00	-1,076,534.59	33.9%

Central Vermont Regional Planning Commission
Statement of Revenues and Expenditures
Accrual Basis
July through October 2017

	Jul - Oct 17	Budget	$ Over Budget	% of Budget
Gross Profit	552,644.41	1,629,179.00	-1,076,534.59	33.9%
Expense				
Advertising	75.84	2,350.00	-2,274.16	3.2%
Cleaning	560.00	1,820.00	-1,260.00	30.8%
Consultants	159,436.28	714,017.00	-554,580.72	22.3%
Copy				
Copier extra copies	841.19	825.00	16.19	102.0%
Copier Lease Payments	1,660.55	3,658.00	-1,997.45	45.4%
Total Copy	2,501.74	4,483.00	-1,981.26	55.8%
Dues/Pubs/Subs				
Government Relations	1,727.28	6,050.00	-4,322.72	28.6%
Dues/Pubs/Subs - Other	2,192.72	4,200.00	-2,007.28	52.2%
Total Dues/Pubs/Subs	3,920.00	10,250.00	-6,330.00	38.2%
Equipment - Capital	0.00	20,000.00	-20,000.00	0.0%
Equipment - Repairs and Mainten	0.00	400.00	-400.00	0.0%
Interest Expense	0.00	50.00	-50.00	0.0%
Liability Insurance	0.00	1,510.00	-1,510.00	0.0%
Meetings/Programs	659.47	12,819.00	-12,159.53	5.1%
Memberships/Sponsorships	375.00	212.00	163.00	176.9%
Office Rent/Occupancy				
Rent/Utility Deposits	13,686.32	41,109.00	-27,422.68	33.3%
Total Office Rent/Occupancy	13,686.32	41,109.00	-27,422.68	33.3%
Other Expenses				
Annual Fees - Line of Credit	0.00	150.00	-150.00	0.0%
Bad Debt	0.00	100.00	-100.00	0.0%
Bank Fees	0.00	100.00	-100.00	0.0%
Gifts	300.00	300.00	0.00	100.0%
Total Other Expenses	300.00	650.00	-350.00	46.2%
Postage	896.81	2,600.00	-1,703.19	34.5%
Professional Services				
Accounting	14,722.50	81,120.00	-66,397.50	18.1%
Audit	0.00	9,000.00	-9,000.00	0.0%
Benefits Adminstration	0.00	1,000.00	-1,000.00	0.0%
IT/Computer	1,265.50	10,530.00	-9,264.50	12.0%
Legal	457.50	4,600.00	-4,142.50	9.9%
Videography	525.00	1,925.00	-1,400.00	27.3%
Total Professional Services	16,970.50	108,175.00	-91,204.50	15.7%
Reserve Contribution	0.00	13,000.00	-13,000.00	0.0%
Software/Licenses/IT	0.00	7,798.00	-7,798.00	0.0%
Supplies - Billable	5,039.80	9,920.00	-4,880.20	50.8%
Supplies - Office				
Equipment/Server	0.00	2,230.00	-2,230.00	0.0%
GIS Supplies	309.83	1,000.00	-690.17	31.0%
Office Supplies	1,122.96	4,150.00	-3,027.04	27.1%
Total Supplies - Office	1,432.79	7,380.00	-5,947.21	19.4%
Telephone	2,041.21	7,112.00	-5,070.79	28.7%
Travel	7,035.79	28,014.00	-20,978.21	25.1%
Wages and Fringe Benefits				
Fringe Benefits				
Cross Trail VT Fringe	0.00	860.00	-860.00	0.0%
CVRPC FICA	10,742.02	34,355.00	-23,612.98	31.3%
Health Insurance	17,170.12	78,580.00	-61,409.88	21.9%
Life Disability Insurance	1,348.86	4,972.00	-3,623.14	27.1%
MRVPD Employee Fringe	0.00	8,056.00	-8,056.00	0.0%
Pension Plan	6,658.88	22,454.00	-15,795.12	29.7%
Unemployment Comp	292.00	1,510.00	-1,218.00	19.3%

Central Vermont Regional Planning Commission
Statement of Revenues and Expenditures

Accrual Basis

July through October 2017

	Jul - Oct 17	Budget	$ Over Budget	% of Budget
Workmen's comp	0.00	2,600.00	-2,600.00	0.0%
Total Fringe Benefits	36,211.88	153,387.00	-117,175.12	23.6%
Personnel				
Cross VT Trail	0.00	9,288.00	-9,288.00	0.0%
MRVPD Leased Employees	0.00	21,767.00	-21,767.00	0.0%
Payroll Direct Deposit Fees	144.00	394.00	-250.00	36.5%
Personnel - Other	144,483.88	449,090.00	-304,606.12	32.2%
Total Personnel	144,627.88	480,539.00	-335,911.12	30.1%
Total Wages and Fringe Benefits	180,839.76	633,926.00	-453,086.24	28.5%
Total Expense	395,771.31	1,627,595.00	-1,231,823.69	24.3%
Net Ordinary Income	156,873.10	1,584.00	155,289.10	9,903.6%
Net Income	**156,873.10**	**1,584.00**	**155,289.10**	**9,903.6%**

Central Vermont Regional Planning Commission

MEMO

Date: November 30, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

GRANT AND SERVICE AGREEMENTS

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

Wrightsville Beach Recreation District – Accounting Services

⌦ **ACTION REQUESTED:** Authorize the Executive Director to complete negotiations with the Wrightsville Beach Recreation District for accounting services and to sign the contract on behalf of CVRPC.

Scope of Work: Full charge bookkeeping services (accounting and payroll). Assist with development of internal controls. Process mail received at CVRPC.

Contract Amount: $5,000

Performance Period: 01/01/18 – 12/31/18

Staff: Contracted Accountant (primary), Bonnie Waninger

Notes:

1) *Contract Review:* The WBRD Board reviewed an initial draft of the contract language on 11/29. It is generally in agreement. The Board authorized its Treasurer to complete negotiations with CVRPC. Additional language by CVRPC is shown using tracked changes.
2) *Contract Term:* CVRPC staff proposed a one-year agreement with an opt-out clause at June 30, 2018 should WBRD fail to adopt internal controls by that date. WBRD requested a five-year agreement. Staff recommends a one-year agreement now and a five-year agreement if WBRD adopts controls and demonstrates success in following them.
3) *Contract Fee:* CVRPC's modernized financial system and WBRD's successful use of

internal controls may achieve labor efficiencies for CVRPC. CVRPC offered to track its actual expenses to assist it and WBRD in determining if the proposed fee should be modified should subsequent contracts be executed.

Cross Vermont Trail Association – Office Space and Payroll Services

⌦ **ACTION REQUESTED:** Authorize the Executive Director to complete negotiations with the Cross Vermont Trail Association for payroll services, office space, and other services and to sign the contract on behalf of CVRPC.

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

Contract Amount: $1,200

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

Staff: Contracted Accountant (primary), Bonnie Waninger

Notes:

1) *Contract Review:* Proposed contracts from CVTA and CVRPC are being provided. CVTA had proposed it develop the first draft of the agreement and provided it on 11/29. While the template provided by CVRPC's attorney was generally used, the contract was not ready for signature. Staff fleshed out the contract language to provide a signature-ready document and returned the agreement to CVTA for its consideration. Differences have been highlighted for comparison.
2) *Contract Term:* CVRPC staff proposed an agreement through September 30, 2020 to coincide with the terms of CVRPC's current lease. CVTA requested a five-year agreement. Staff recommends an agreement term coinciding with CVRPC's lease to insure CVRPC can fulfill its commitments.
3) *Contract Fee:*
   i. Payroll Services: CVRPC has never tracked its labor related to payroll services for CVTA. CVRPC's modernized financial system has achieved labor efficiencies for CVRPC. Given the small amount of this agreement CVRPC and CVRPC's current use of a contracted accountant, CVRPC will not track its actual expenses for this service agreement. The accountant's experience should be sufficient for determining whether future fee increases will be required.
   ii. Office Space: CVRPC could choose to donate office space, which is $800 of the proposed contract amount value. CVTA's trail development, management, and technical assistance services directly benefits CVRPC's member municipalities and the citizens and businesses of Central Vermont. This donation would not set precedence as CVRPC has donated space since ~2003, and the donation could be considered a grandfathered activity.

As Proposed By CVTA

S A M P L E

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is made effective as of ________________, 2017, between **[INSERT NAME]** a Vermont limited liability company ("COMPANY 1"), and **[INSERT NAME]**, a Vermont limited liability company ("Company 2")

BACKGROUND

Comment [A1]: CVTA removed the background information that sets the stage for the contract.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED

As requested from time to time by COMPANY 2, COMPANY 1 shall perform the following services:

A. ACCOUNTING SERVICES. COMPANY 1 shall perform for COMPANY 2 those accounting services and functions specified on **Exhibit A**.

B. OFFICE SPACE. COMPANY 1 shall provide for COMPANY 2 those office space services specified on **Exhibit B**.

II. PROVISIONS GOVERNING PERFORMANCE OF SERVICES

The following terms and conditions shall govern the parties' performance of services:

A. COMPANY 1 shall exercise due care in the performance of all services, and meet any applicable federal, state, or local legal requirements or professional, or industry standards.

B. COMPANY 1 shall coordinate and consult with the appropriate employees of COMPANY 2 from time to time and establish periodic evaluations of the services it provides to COMPANY 2.

C. COMPANY 1 shall provide all necessary professional and administrative personnel and all facilities needed to perform the services for COMPANY 2.

D. COMPANY 1 shall permit the independent auditors of COMPANY 2 to have access to its pertinent books and records to verify the accuracy of the Service Charges under this Agreement.

E. Notwithstanding the foregoing, unless granted express written authorization from COMPANY 2, COMPANY 1 is not granted the power to:

1. Borrow or lend money on behalf of COMPANY 2.

2. Incur debt, other than common bank charges, on behalf of COMPANY 2.

3. Invest cash under management.

F. The foregoing services to be performed by COMPANY 1 shall be at arm's-length, and the legal relationship of COMPANY 1 to COMPANY 2 shall be that of an independent contractor. COMPANY 2 and COMPANY 1 shall maintain separate records at all times, and in such a manner as to confirm that the parties hereunder are separate legal entities with independent rights and obligations.

H. COMPANY 2 shall provide COMPANY 1 access to any records or other information necessary to provide the services under this Agreement. Such information shall be considered confidential unless otherwise stated.

I. Each of the parties shall adopt separate records of account and such other methodologies as their auditors and accountants may deem reasonable and appropriate pertaining to all expenses, costs, and fees earned and incurred hereunder.

III. PRICE AND PAYMENT TERMS

A. The service charges for services performed for COMPANY 2 by COMPANY 1 shall be equal to __________________ plus actual cost of use of photocopier/printer by COMPANY 2 (in the aggregate, the "Service Charges").

Comment [A2]: CVRPC proposed modified language.

B. The Service Charges may be reviewed and adjusted from time to time by mutual agreement of COMPANY 1 and COMPANY 2 and at least annually prior to January 1 of each year.

C. COMPANY 1 shall invoice COMPANY 2 for the Service Charges on a monthly basis. COMPANY 2 agrees to pay each invoice in full within 30 days of issue.

Comment [A3]: CVRPC proposed an annual invoice for administrative efficiency. CVRPC will need to explore why CVTA preferred monthly billing. Payroll reports should provide CVTA with documentation for grants management.

IV. RECORDS

A. COMPANY 1 shall maintain such records as may be necessary to adequately reflect the accuracy of the Service Charges under this Agreement. COMPANY 1 will make and maintain such other and additional records as COMPANY 2 may from time to time reasonably require in connection with this Agreement.

B. Each of the parties shall adopt separate records of account and such other methodologies as their auditors and accountants may deem reasonable and appropriate pertaining to all expenses, costs, and fees earned and incurred hereunder.

C. Upon prior reasonable notice, COMPANY 1 will permit COMPANY 2 or its independent auditors access to COMPANY 1's premises and pertinent books and records during normal business hours to verify the accuracy of the records which support the Service Charges imposed under this Agreement.

V. TERM AND TERMINATION

This Agreement shall exist for a term of three years, beginning January 1, 2018. Agreement may be renewed for additional terms by mutual consent of both parties. Agreement may be amended at any time by mutual consent of both parties. Agreement may be terminated at any time by mutual consent of both parties.

Comment [A4]: CVRPC proposed modified language.

VI. MISCELLANEOUS

A. FORCE MAJEURE.

Neither party to this Agreement shall be liable to the other party for any failure to perform, or any delay in the performance of, any obligation under this Agreement, if such failure or delay is caused by circumstances beyond the control of that party. For purposes of interpreting this provision, "circumstances beyond the control" shall include, without limitation, any act of God, war, sabotage, embargo, accident, labor strike, lockout, fire, flood, casualty, earthquake, governmental action, riot, war or revolution. The party experiencing circumstances beyond its control shall immediately notify the other party of the existence of such circumstances. The party experiencing circumstances beyond its control shall use every reasonable effort to mitigate the effects of such circumstances as soon as possible.

B. CONFIDENTIALITY.

1. In connection with the performance by COMPANY 1 of the provisions of this Agreement, COMPANY 2 will provide COMPANY 1 with access to its confidential information and data (hereinafter "Confidential Information"). In addition, COMPANY 1 may provide COMPANY 2 with Confidential Information of COMPANY 1 in connection with the Services under this Agreement. In connection with the foregoing, COMPANY 1 and COMPANY 2 each agree to treat all Confidential Information received from the other as follows:

a. Each party recognizes and acknowledges that the Confidential Information is disclosed in confidence solely in connection with this Agreement.

b. Each party agrees that it (including its shareholders, directors, officers, employees, and agents) (i) will not disclose to any third party any of the Confidential Information, except to the extent required by law, without the disclosing party's prior written consent, (ii) will limit the availability of the Confidential Information to those of its respective shareholders, directors, officers, employees, and agents who need to know such Confidential Information, and (iii) will not use any of the Confidential Information for any purpose other than the foregoing.

c. The term "Confidential Information" does not include any information which (i) at the time of disclosure or thereafter is generally available to the public other than as a result of a disclosure by the receiving party, (ii) was within the receiving party's possession prior to its being furnished pursuant hereto, provided that the source of such information as not known by the receiving party to be bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentially with respect to such information, (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, or (iv) has been independently acquired or developed by the receiving party without violating any provision hereunder.

d. Upon the termination of this Agreement for any reason, upon the request of the disclosing party, all Confidential Information heretofore or hereafter received or obtained by the receiving party from the disclosing party shall be promptly returned to the disclosing party, and any analyses or other documents prepared by or for the receiving party which incorporate any part of the Confidential Information, and all copies, summaries, and notes shall be promptly destroyed.

C. <u>ASSIGNMENT AND DELEGATION.</u>

Neither party to this Agreement shall in any way assign, delegate or otherwise dispose of this Agreement or any of the rights, privileges, duties or obligations granted or imposed upon it under this Agreement without the prior written consent of the other party. No such consent shall be required, however, to assign, delegate, or otherwise dispose of any rights or obligations under this Agreement if made to a wholly-owned subsidiary of COMPANY 1. Any assignment, delegation or disposal, in whole or in part, of this Agreement without requisite consent will be void and have no effect, but such consent shall not be unreasonably withheld.

D. EFFECT ON OTHER AGREEMENTS.

Nothing contained herein shall create any legal liability or obligation on the part of either party to this Agreement for any third party contracts, agreements, obligations, or liabilities of the other party, unless a party to this Agreement expressly assumes such liability or obligation in a signed writing.

E. APPLICABLE LAW.

This agreement shall be governed by the laws of the State of Vermont and may not be amended or modified except by an instrument in writing signed by both parties.

F. ENTIRE AGREEMENT.

This Agreement shall constitute the entire agreement between the parties, and supersedes and cancels all previous negotiations or understandings between the parties on the subject matter hereof except as expressly provided herein. No conditions, use of trade, course of dealing, understanding or agreement purporting to vary, explain or supplement the terms of this Agreement shall be binding unless hereafter made in writing and signed by COMPANY 2 and COMPANY 1. No modification may be effected by the acknowledgment or acceptance of any purchase order or shipping forms containing terms at variance with those set forth herein. Waiver by either party of any term, provision, or condition of this Agreement shall not be construed to be a waiver of any other term, provision, or condition nor shall such waiver be deemed a waiver of any subsequent term of the same provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of ____________________, 2017.

[COMPANY 1]

By: ______________________________
Name:
Title:

[COMPANY 2]

By: ______________________________
Name:
Title:

EXHIBIT A

ACCOUNTING SERVICES

COMPANY 1 shall perform the following financial and accounting services for COMPANY 2:

1. Payroll support services for one employee, twelve pay periods each year, and authorized to act as Reporting Agent for payroll, or other services as mutually agreed to by both parties.

Comment [A5]: CVRPC proposed substantially modified language.

EXHIBIT B

OFFICE SPACE

COMPANY 1 shall perform the following office space services for COMPANY 2:

1. 500 square feet of space, sufficient for a single work station, with use of common utilities, and use of photocopier/printer, or other services as mutually agreed to by both parties.

Comment [A6]: CVRPC proposed modified and expanded language.

As Proposed By CVRPC

ADMINISTRATIVE SERVICES AGREEMENT
by and between
Cross Vermont Trail Association
and
Central Vermont Regional Planning Commission

This Administrative Services Agreement ("Agreement") is made effective as of January 1, 2018 between the Central Vermont Regional Planning Commission ("CVRPC"), a political subdivision of the State of Vermont serving the municipalities of Washington County and the Towns of Orange, Washington, and Williamstown as authorized in 24 V.S.A. Chapter 117, and the Cross Vermont Trail Association ("CVTA"), a 501(c)(3) nonprofit organization organized to assist municipalities, recreation groups, and landowners in the creation and management of a four-season, multi-use trail across Vermont.

BACKGROUND

A. CVRPC has substantial experience and expertise in the delivery of administrative services that support accounting and bookkeeping and occasionally provides support to local and regional organizations providing benefit to its member municipalities.

B. CVTA is engaged in activities to assist municipalities, recreation groups, and landowners in the creation and management of the Cross Vermont Trail and connecting trails and trail systems.

C. Given the substantial experience of CVRPC's personnel in providing administrative services to support accounting and CVTA's desire to partner with other organizations and receive payroll services from an institution with experience and expertise in the delivery of those services, the parties desire to enter into the within Agreement.

Comment [A1]: CVTA did not include this language in its contract.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED

As requested from time to time by CVTA, CVRPC shall perform the following services:

A. ACCOUNTING SERVICES. CVRPC shall perform for CVTA those accounting services and functions specified on **Exhibit A**.

B. OTHER SERVICES. CVRPC shall provide for CVTA those other services specified on **Exhibit B**.

Comment [A2]: CVRPC modified this language to be more general than "Office Space".

II. PROVISIONS GOVERNING PERFORMANCE OF SERVICES

The following terms and conditions shall govern the parties' performance of services:

A. CVRPC shall exercise due care in the performance of all services, and meet any applicable federal, state, or local legal requirements or professional, or industry standards.

B. CVRPC shall coordinate and consult with the appropriate employees of CVTA from time to time and establish periodic evaluations of the services it provides to CVTA.

C. CVRPC shall provide all necessary professional and administrative personnel and all facilities needed to perform the services for CVTA.

D. CVRPC shall permit the independent auditors of CVTA to have access to its pertinent books and records to verify the accuracy of the Service Charges under this Agreement.

E. Notwithstanding the foregoing, unless granted express written authorization from CVTA, CVRPC is not granted the power to:

1. Borrow or lend money on behalf of CVTA.

2. Incur debt, other than common bank charges, on behalf of CVTA.

3. Invest cash under management.

F. The foregoing services to be performed by CVRPC shall be at arm's-length, and the legal relationship of CVRPC to CVTA shall be that of an independent contractor. CVTA and CVRPC shall maintain separate records at all times, and in such a manner as to confirm that the parties hereunder are separate legal entities with independent rights and obligations.

H. CVTA shall provide CVRPC access to any records or other information necessary to provide the services under this Agreement. Such information shall be considered confidential unless otherwise stated.

I. Each of the parties shall adopt separate records of account and such other methodologies as their auditors and accountants may deem reasonable and appropriate pertaining to all expenses, costs, and fees earned and incurred hereunder.

III. PRICE AND PAYMENT TERMS

A. The service charges for services performed for CVTA by CVRPC shall be equal to $1,200 (in the aggregate, the "Service Charges") plus documented direct expenses agreed upon in writing by both parties. Copier charges up to $100 are included in the service charge fee. The use of CVRPC's photocopier/printer by CVTA shall be charged at a rate consistent with the Uniform Fee Schedule of the State of Vermont. CVRPC's Cost of Services Policy for Geographic Information Services governs charges CVRPC will apply to GIS services.

B. The Service Charges may be reviewed and/or adjusted from time to time by mutual agreement of CVRPC and CVTA.

C. CVRPC shall invoice CVTA for the Service Charges annually in September unless otherwise agreed upon by mutual consent of both parties. CVTA agrees to pay each invoice in full within 30 days of issue.

D. Any unpaid balances between CVTA and CVRPC under this Agreement outstanding for more than thirty (30) days will accrue interest at a rate of one and one half percent (1.5%).

IV. RECORDS

A. CVRPC shall maintain such records as may be necessary to adequately reflect the accuracy of the Service Charges under this Agreement. CVRPC will make and maintain such other and additional records as CVTA may from time to time reasonably require in connection with this Agreement.

Comment [A3]: Substantially different language from CVTA's proposal. CVTA has reimbursed CVRPC for copier expenses annually. Charges are $100-150 annually. Including $100 in the service fee may save the need for CVRPC to bill for these services. CVRPC's copier can track CVTA's copier use through a specific code.

CVRPC is required to use the State's Uniform Fee Schedule unless it has adopted its own fee schedule. CVRPC has not done this except for GIS services. The State's fee for copies is consistent with charges CVRPC incurs through its copier lease.

Comment [A4]: New language from the original attorney template to accommodate CVTA's request.

Comment [A5]: CVTA proposed monthly billing, which was the language in the template provided by CVRPC's attorney.

Comment [A6]: CVTA removed the potential for an interest charge from its agreement.

B. Each of the parties shall adopt separate records of account and such other methodologies as their auditors and accountants may deem reasonable and appropriate pertaining to all expenses, costs, and fees earned and incurred hereunder.

C. Upon prior reasonable notice, CVRPC will permit CVTA or its independent auditors access to CVRPC's premises and pertinent books and records during normal business hours to verify the accuracy of the records which support the Service Charges imposed under this Agreement.

V. TERM AND TERMINATION

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

Comment [A7]: CVTA requested a 5-year agreement through Dec. 31, 2023. CVRPC's date ties the agreement to the expiration of CVRPC's current office lease.

B. Either party may cancel the Agreement prior to September 30, 2020 by giving written notice at least 30 days in advance. CVTA agrees to compensate CVRPC for those costs incurred from agreement execution to the date of termination.

Comment [A8]: CVTA modified this language from the attorney's template. While simpler in concept, the new language allowed for termination only by mutual consent of both parties.

C. Upon nearing the end of the final term or termination of this Agreement, without respect to cause, CVRPC shall take all reasonable and prudent measures to facilitate any transition required by CVTA. All CVTA property, tangible and intangible, shall be returned to the CVTA upon demand at no additional cost to the CVTA.

Comment [A9]: CVTA removed this language. This language is protective of CVTA's interests. CVTA's payroll records and office furniture would need to be transitioned.

D. This Agreement may be renewed or amended for additional terms by mutual consent of both parties.

Comment [A10]: This language was added to the attorney's template to accommodate CVTA's request. It is friendly language demonstrating we intend to work together.

VI. MISCELLANEOUS

A. <u>SURVIVAL.</u>

This Agreement shall continue in force and existence after the merger, restructuring, name change, transfer, sale, assignment, conveyance, or other reorganization of either party. The successors, assigns, or transferees of either party shall succeed to all rights and obligations of the assigning or transferring party.

Comment [A11]: CVTA removed this language. It is fairly standard contract language, though neither CVTA nor CVRPC is likely to merge, etc..

B. FORCE MAJEURE.

Neither party to this Agreement shall be liable to the other party for any failure to perform, or any delay in the performance of, any obligation under this Agreement, if such failure or delay is caused by circumstances beyond the control of that party. For purposes of interpreting this provision, "circumstances beyond the control" shall include, without limitation, any act of God, war, sabotage, embargo, accident, labor strike, lockout, fire, flood, casualty, earthquake, governmental action, riot, war or revolution. The party experiencing circumstances beyond its control shall immediately notify the other party of the existence of such circumstances. The party experiencing circumstances beyond its control shall use every reasonable effort to mitigate the effects of such circumstances as soon as possible.

C. CONFIDENTIALITY.

1. In connection with the performance by CVRPC of the provisions of this Agreement, CVTA will provide CVRPC with access to its confidential information and data (hereinafter "Confidential Information"). In addition, CVRPC may provide CVTA with Confidential Information of CVRPC in connection with the Services under this Agreement. In connection with the foregoing, CVRPC and CVTA each agree to treat all Confidential Information received from the other as follows:

   a. Each party recognizes and acknowledges that the Confidential Information is disclosed in confidence solely in connection with this Agreement.

   b. Each party agrees that it (including its shareholders, directors, officers, employees, and agents) (i) will not disclose to any third party any of the Confidential Information, except to the extent required by law, without the disclosing party's prior written consent, (ii) will limit the availability of the Confidential Information to those of its respective shareholders, directors, officers, employees, and agents who need to know such Confidential Information, and (iii) will not use any of the Confidential Information for any purpose other than the foregoing.

c. The term "Confidential Information" does not include any information which (i) at the time of disclosure or thereafter is generally available to the public other than as a result of a disclosure by the receiving party, (ii) was within the receiving party's possession prior to its being furnished pursuant hereto, provided that the source of such information as not known by the receiving party to be bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentially with respect to such information, (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, or (iv) has been independently acquired or developed by the receiving party without violating any provision hereunder.

d. Upon the termination of this Agreement for any reason, upon the request of the disclosing party, all Confidential Information heretofore or hereafter received or obtained by the receiving party from the disclosing party shall be promptly returned to the disclosing party, and any analyses or other documents prepared by or for the receiving party which incorporate any part of the Confidential Information, and all copies, summaries, and notes shall be promptly destroyed.

D. ASSIGNMENT AND DELEGATION.

Neither party to this Agreement shall in any way assign, delegate or otherwise dispose of this Agreement or any of the rights, privileges, duties or obligations granted or imposed upon it under this Agreement without the prior written consent of the other party. No such consent shall be required, however, to assign, delegate, or otherwise dispose of any rights or obligations under this Agreement if made to a wholly-owned subsidiary of CVRPC. Any assignment, delegation or disposal, in whole or in part, of this Agreement without requisite consent will be void and have no effect, but such consent shall not be unreasonably withheld.

E. EFFECT ON OTHER AGREEMENTS.

Nothing contained herein shall create any legal liability or obligation on the part of either party to this Agreement for any third party contracts, agreements, obligations, or liabilities of the other party, unless a party to this Agreement expressly assumes such liability or obligation in a signed writing.

F. APPLICABLE LAW.

This agreement shall be governed by the laws of the State of Vermont and may not be amended or modified except by an instrument in writing signed by both parties.

G. ENTIRE AGREEMENT.

This Agreement shall constitute the entire agreement between the parties, and supersedes and cancels all previous negotiations or understandings between the parties on the subject matter hereof except as expressly provided herein. No conditions, use of trade, course of dealing, understanding or agreement purporting to vary, explain or supplement the terms of this Agreement shall be binding unless hereafter made in writing and signed by CVTA and CVRPC. No modification may be effected by the acknowledgment or acceptance of any purchase order or shipping forms containing terms at variance with those set forth herein. Waiver by either party of any term, provision, or condition of this Agreement shall not be construed to be a waiver of any other term, provision, or condition nor shall such waiver be deemed a waiver of any subsequent term of the same provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of January 1, 2018.

Central Vermont Regional Planning Commission

By: ________________________________
Name: Bonnie Waninger
Title: Executive Director

Cross Vermont Trail Association

By: ______________________________

Name: Keith Swann

Title: Chair

EXHIBIT A

PAYROLL SERVICES

CVRPC shall perform the following payroll services for CVTA:

1. **Payroll:** Write monthly payroll for one employee based on wage and benefit information, time reports, and completed W-4 and I-9 forms provided by the CVTA. Pay associated taxes. Issue and file required payroll reports.
2. **Other:**
    a. Provide payroll related information for any workers compensation annual audit.
    b. Provide payroll related information for CVTA's use in its budget development process.
    c. Assist CVTA with audit as it relates to CVRPC's payroll services.
    d. Assist CVTA with development of internal controls related to services being performed by CVRPC.

For CVRPC to perform these services successfully, CVTA shall, at minimum:

1. provide wage, benefit, and other information required to successfully perform payroll services.
2. designate a regular schedule for payroll. Hours to be paid shall be provided to CVRPC by end of day on Monday of the payroll week.
3. provide employee paperwork to CVRPC within three (3) days of contract start. New paperwork must be provided annually at CVTA's fiscal year start or when any changes to employment status, wages, benefits or other payroll related information occurs.
4. authorize CVRPC to act as Reporting Agent for payroll.
5. document receipt of payroll and related reports.
6. provide CVTA checks for payroll writing or provide required information for automatic payroll deposit into the employee's bank account.
7. designate an individual other than the affected CVTA employee to sign payroll checks if issued manually and to receive payroll and related reports.
8. distribute payroll checks to CVTA employees.
9. adopt internal controls related to accounting services being performed by CVRPC by June 30, 2018.

Comment [A12]: Substantially different from CVTA language. Provides more detail on services to be provided and describes duties of CVTA to insure services can be provided successfully. Similar to new WBRD language to provide parity between the contracts for similar services.

Comment [A13]: Internal controls have not been an issue with CVTA because the prior relationship didn't require them. It seems prudent to insure they are in place for the new contractual relationship if we are requiring them for WBRD. The next section provides a basic outline for the minimum controls needed to insure separation of duties.

EXHIBIT B

OTHER SERVICES

CVRPC shall perform the following other services for CVTA:

1. **Office Space:** Provide up to 50 square feet of office space, sufficient for a single work station, with use of common utilities, and use of photocopier/printer. Telephone services are not included. CVTA may use CVRPC's conference room without additional charge by advance scheduling. Conference room use for CVRPC purposes will take priority over use by CVTA.
2. **Other Services:**
    a. Date stamp and place unopened mail received at CVRPC in the mail receptacle in CVTA's office space. CVTA will make reasonable effort to insure mail is delivered to CVTA's post office box rather than to CVRPC's mailing address.
    b. Provide CVTA with other services on a fee for service basis or free of charge as mutually agreed to in advance and in writing by both parties.

Comment [A14]: Substantially different language than CVTA. Divided services into two types: office space and other services.

Office Space: Clarified telephone services were not included and conference room use is included.

Other Services: Included recognition of mail service currently provided. Included recognition that other services could be provided by mutual consent. "In writing" could simply be documenting the services through an email, unless the service is substantial.

ADMINISTRATIVE SERVICES AGREEMENT
by and between
Wrightsville Beach Recreation District
and
Central Vermont Regional Planning Commission

This Administrative Services Agreement ("Agreement") is made effective as of January 1, 2018 between the Central Vermont Regional Planning Commission ("CVRPC"), a political subdivision of the State of Vermont serving the municipalities of Washington County and the Towns of Orange, Washington, and Williamstown as authorized in 24 V.S.A. Chapter 117, and the Wrightsville Beach Recreation District ("WBRD"), a Vermont union municipal district developed through agreement among the Towns of East Montpelier, Middlesex, and Worcester and the City of Montpelier as authorized under 24 V.S.A. Chapter 121.

BACKGROUND

A. CVRPC has substantial experience and expertise in the delivery of administrative services that support accounting and bookkeeping.

B. WBRD is engaged in activities to develop and maintain a beach and other recreational facilities associated with the Wrightsville Reservoir.

C. Given the substantial experience of CVRPC's personnel in providing administrative services to support accounting and bookkeeping and WBRD's desire to receive those services from an institution with experience and expertise in the delivery of those services, the parties desire to enter into the within Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED

As requested from time to time by WBRD, CVRPC shall perform the following services:

A. ACCOUNTING SERVICES. CVRPC shall perform for WBRD those accounting services and functions specified on **Exhibit A**.

B. OTHER SERVICES. Any non-bookkeeping and accounting services performed by CVRPC are not a part of this agreement at this time.

II. PROVISIONS GOVERNING PERFORMANCE OF SERVICES

The following terms and conditions shall govern the parties' performance of services:

A. CVRPC shall exercise due care in the performance of all services, and meet any applicable federal, state, or local legal requirements or professional, or industry standards.

B. CVRPC shall coordinate and consult with the appropriate employees of WBRD from time to time and establish periodic evaluations of the services it provides to WBRD.

C. CVRPC shall provide all necessary professional and administrative personnel and all facilities needed to perform the services for WBRD.

D. CVRPC shall permit the independent auditors of WBRD to have access to its pertinent books and records to verify the accuracy of the Service Charges under this Agreement.

E. Notwithstanding the foregoing, unless granted express written authorization from WBRD, CVRPC is not granted the power to:

1. Borrow or lend money on behalf of WBRD.

2. Incur debt, other than common bank charges, on behalf of WBRD.

3. Invest cash under management.

F. The foregoing services to be performed by CVRPC shall be at arm's-length, and the legal relationship of CVRPC to WBRD shall be that of an independent contractor. WBRD and CVRPC shall maintain separate records at all times, and in such a manner as to confirm that the parties hereunder are separate legal entities with independent rights and obligations.

H. WBRD shall provide CVRPC access to any records or other information necessary to provide the services under this Agreement. Such information shall be considered confidential unless otherwise stated.

I. Each of the parties shall adopt separate records of account and such other methodologies as their auditors and accountants may deem reasonable and appropriate pertaining to all expenses, costs, and fees earned and incurred hereunder.

III. PRICE AND PAYMENT TERMS

A. The service charges for services performed for WBRD by CVRPC shall be equal to $5,000.00 (in the aggregate, the "Service Charges"). CVRPC will track actual costs of providing the services to provide the District and CVRPC with information on which to base future service charges.

B. The Service Charges may be reviewed and adjusted from time to time by mutual agreement of CVRPC and WBRD.

C. CVRPC shall invoice WBRD for the Service Charges 50% in April and 50% in October. WBRD agrees to pay each invoice in full within 30 days of issue.

D. Any unpaid balances between WBRD and CVRPC under this Agreement outstanding for more than thirty (30) days will accrue interest at a rate of one and one half percent (1.5%).

IV. RECORDS

A. CVRPC shall maintain such records as may be necessary to adequately reflect the accuracy of the Service Charges under this Agreement. CVRPC will make and maintain such other and additional records as WBRD may from time to time reasonably require in connection with this Agreement.

B. Each of the parties shall adopt separate records of account and such other methodologies as their auditors and accountants may deem reasonable and appropriate pertaining to all expenses, costs, and fees earned and incurred hereunder.

C. Upon prior reasonable notice, CVRPC will permit WBRD or its independent auditors access to CVRPC's premises and pertinent books and records during normal business hours to verify the accuracy of the records which support the Service Charges imposed under this Agreement.

V. TERM AND TERMINATION

A. This Agreement shall begin on January 1, 2018 and terminate on December 31, 2018, provided the WBRD adopts internal controls satisfactory to CVRPC by June 30, 2018.

B. Either party may cancel the Agreement prior to December 31, 2018 by giving written notice at least 30 days in advance. WBRD agrees to compensate CVRPC for those costs incurred from agreement execution to the date of termination.

C. Upon nearing the end of the final term or termination of this Agreement, without respect to cause, CVRPC shall take all reasonable and prudent measures to facilitate any transition required by WBRD. All WBRD property, tangible and intangible, shall be returned to the WBRD upon demand at no additional cost to the WBRD.

VI. MISCELLANEOUS

A. <u>SURVIVAL.</u>

This Agreement shall continue in force and existence after the merger, restructuring, name change, transfer, sale, assignment, conveyance, or other reorganization of either party. The successors, assigns, or transferees of either party shall succeed to all rights and obligations of the assigning or transferring party.

B. <u>FORCE MAJEURE</u>.

Neither party to this Agreement shall be liable to the other party for any failure to perform, or any delay in the performance of, any obligation under this Agreement, if such failure or delay is caused by circumstances beyond the control of that party. For purposes of interpreting this provision, "circumstances beyond the control" shall include, without limitation, any act of God, war, sabotage, embargo, accident, labor strike, lockout, fire, flood, casualty, earthquake, governmental action, riot, war or revolution. The party experiencing circumstances beyond its control shall immediately notify the other party of the existence of such circumstances. The party experiencing circumstances beyond its control shall use every reasonable effort to mitigate the effects of such circumstances as soon as possible.

C. CONFIDENTIALITY.

1. In connection with the performance by CVRPC of the provisions of this Agreement, WBRD will provide CVRPC with access to its confidential information and data (hereinafter "Confidential Information"). In addition, CVRPC may provide WBRD with Confidential Information of CVRPC in connection with the Services under this Agreement. In connection with the foregoing, CVRPC and WBRD each agree to treat all Confidential Information received from the other as follows:

a. Each party recognizes and acknowledges that the Confidential Information is disclosed in confidence solely in connection with this Agreement.

b. Each party agrees that it (including its shareholders, directors, officers, employees, and agents) (i) will not disclose to any third party any of the Confidential Information, except to the extent required by law, without the disclosing party's prior written consent, (ii) will limit the availability of the Confidential Information to those of its respective shareholders, directors, officers, employees, and agents who need to know such Confidential Information, and (iii) will not use any of the Confidential Information for any purpose other than the foregoing.

c. The term "Confidential Information" does not include any information which (i) at the time of disclosure or thereafter is generally available to the public other than as a result of a disclosure by the receiving party, (ii) was within the receiving party's possession prior to its being furnished pursuant hereto, provided that the source of such information as not known by the receiving party to be bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentially with respect to such information, (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, or (iv) has been independently acquired or developed by the receiving party without violating any provision hereunder.

d. Upon the termination of this Agreement for any reason, upon the request of the disclosing party, all Confidential Information heretofore or hereafter received or obtained by the receiving party from the disclosing party shall be promptly returned to the disclosing party, and any analyses or other documents prepared by or for the receiving party which incorporate any part of the Confidential Information, and all copies, summaries, and notes shall be promptly destroyed.

D. ASSIGNMENT AND DELEGATION.

Neither party to this Agreement shall in any way assign, delegate or otherwise dispose of this Agreement or any of the rights, privileges, duties or obligations granted or imposed upon it under this Agreement without the prior written consent of the other party. No such consent shall be required, however, to assign, delegate, or otherwise dispose of any rights or obligations under this Agreement if made to a wholly-owned subsidiary of CVRPC. Any assignment, delegation or disposal, in whole or in part, of this Agreement without requisite consent will be void and have no effect, but such consent shall not be unreasonably withheld.

E. EFFECT ON OTHER AGREEMENTS.

Nothing contained herein shall create any legal liability or obligation on the part of either party to this Agreement for any third party contracts, agreements, obligations, or liabilities of the other party, unless a party to this Agreement expressly assumes such liability or obligation in a signed writing.

F. APPLICABLE LAW.

This agreement shall be governed by the laws of the State of Vermont and may not be amended or modified except by an instrument in writing signed by both parties.

G. ENTIRE AGREEMENT.

This Agreement shall constitute the entire agreement between the parties, and supersedes and cancels all previous negotiations or understandings between the parties on the subject matter hereof except as expressly provided herein. No conditions, use of trade, course of dealing, understanding or agreement purporting to vary, explain or supplement the terms of this Agreement shall be binding unless hereafter made in writing and signed by WBRD and CVRPC. No modification may be effected by the acknowledgment or acceptance of any purchase order or shipping forms containing terms at variance with those set forth herein. Waiver by either party of any term, provision, or condition of this Agreement shall not be construed to be a waiver of any other term, provision, or condition nor shall such waiver be deemed a waiver of any subsequent term of the same provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of ___________, 2018.

Central Vermont Regional Planning Commission

Deleted: [CVRPC]

By: ________________________________
Name: Bonnie Waninger
Title: Executive Director

Wrightsville Beach Recreation District

Deleted: [WBRD]

By: ________________________________
Name: Carl Whitke
Title: Chair

EXHIBIT A
ACCOUNTING SERVICES

Deleted: ¶

CVRPC shall perform the following accounting and bookkeeping services for WBRD:

1. **Payroll:** Write payroll based on wage and benefit information, time reports, and completed W-4 and I-9 forms provided by the WBRD. Pay associated taxes. Issue and file required payroll reports
2. **Accounts Payable:** Record payables to expense categories designated by the WBRD. Write checks for signature by the WBRD. Complete required vendor and tax forms. Record and reconcile receipts provided by the WBRD.
3. **Accounts Receivable:** Invoice the WBRD's member towns. Invoice other funders at the direction of the WBRD. Record deposits to revenue categories designated by the WBRD. Deposit payments.
4. **Insurance Programs:** Prepare workers compensation annual audit. Complete liability insurance survey in cooperation with WBRD staff and Board.
5. **Banking and Financial Reports:** Deposit checks received via mail at CVRPC. Reconcile bank statements. Prepare monthly financial reports for review by the WBRD's Board and staff.
6. **Other:** Assist the WBRD to develop internal controls. Provide financial information for the WBRD's use in its budget development process. Prepare for audit and provide assistance with external auditors. Process mail received at CVRPC.

For CVRPC to perform these services successfully, the WBRD shall, at minimum:

1. provide an adopted budget and dues amounts to be billed to member municipalities.
2. provide new and returning employee paperwork to CVRPC within three (3) days of employment start. New paperwork must be provided annually at WBRD's fiscal year start or when any changes to employment status, wages, benefits or other payroll related information occurs.
3. provide wage, benefit, and other information required to successfully perform payroll services. Hours to be paid by employee shall be provided by end of day on Monday of the payroll week.
4. authorize CVRPC to act as Reporting Agent for payroll.

5. document receipt of payroll and related reports.
6. provide WBRD checks for payroll writing.
7. designate an individual other than WBRD employees to sign payroll checks and receive payroll and related reports.
8. distribute payroll checks to WBRD employees.
9. obtain any required vender information prior to checks being written.
10. provide receipts for account reconciliation and code the receipts to budgeted expense categories.
11. provide deposit receipts for deposits made by the WBRD and code the receipts to budgeted revenue categories.
12. complete liability insurance surveys and audits in cooperation with CVRPC staff.
13. review and accept financial reports. Reports will be provided to the Manager and Treasurer monthly and to the Board as designated by WBRD.
14. approve payments in advance of writing checks or by signing checks.
15.

Moved (insertion) [0]

Deleted: <#>¶

Deleted: distribute payroll checks to WBRD employees.

Central Vermont Regional Planning Commission

MEMO

Date: November 27, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Policy Approvals and Discussion

Records Retention Policy

As a public agency, CVRPC is required to follow the Vermont Public Records Act. The State Archivist and VLCT offer significant guidance on how to comply with the Act. This policy:

- condenses that information,
- provides guidance on "general correspondence" and email, and
- organizes other guidance into an easily accessible reference for staff for those items more relevant to CVRPC's work.

⌦ **ACTION REQUESTED:** Adopt the Records Retention Policy.

Commissioner Conflict of Interest Policy

On several occasions, Committee members or Commissioners have asked if they have a conflict of interest when a contract or other issues, such as project review, town plan, etc., that involves that Commissioner's town comes up for an approval vote. The Vice Chair has requested the Committee discuss this issue and potential provide organizational guidance for it. These situations do not meet the criteria that the CVRPC has in place right now regarding conflict of interest. Should Commissioners recues themselves when this is an issue?

The Committee has previously determined verbally that a member of the Executive Committee does not have a conflict of interest when the Commission contracts with or accepts a contract from the municipality the member represents or an organization in which the member participates because that member does not have a greater or lesser financial interest than any other member of the municipality or organization. The exception is when the Executive Committee member also serves as a member of the municipal body or organization that will sign the contract or will be working with Commission staff as part of the municipal body or organization under the contract. The Committee determined these exceptions provide the member with a greater than general interest.

Enclosed in the meeting packet is a sample Code of Conduct and Conflict of Interest Policy adopted by the TRORC. The policy delves into more detail about what may constitute not only a conflict of interest, but also the appearance of a conflict of interest. As such, it offers the Committee outside perspective as well as an example of how other regions handle this issue.

⌦ **ACTION REQUESTED:** Discuss the question of conflict of interest and perceived conflict of interest. If desired, direct staff to develop policy in this area and frame the base concepts for that policy.

Executive Committee Rules of Procedure

As part of CVRPC's 5-Year Strategic Goals, the Committee directed that consistent Rules of Procedure be developed for all committees. This draft for the Executive Committee merges previously approved guidance from the Commission, including the Commission's bylaws and an augmenting Role's document adopted in 1996. Both are provided in the Committee's meeting packet. The information was reorganized to reflect the Commission's standard format for Rules of Procedure. The new document includes potential changes to those roles for Committee discussion.

⌦ **ACTION REQUESTED:** Determine whether any modifications to the existing roles are desired. Recommend a final document to the Commission for adoption.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Records Retention Policy

Adopted by the Executive Committee: __________, 2017

Purpose

To ensure the most efficient and effective operation of the Central Vermont Regional Planning Commission (CVRPC), we are implementing this Records Retention Policy. The records of CVRPC are important to the proper functioning of CVRPC. Our records include virtually all of the records produced by CVRPC employees, whether in electronic or paper form. Thus, items that such as interoffice emails, desktop calendars, and printed memoranda are records that are considered important under this policy. If an employee is ever uncertain as to any procedures set forth in this policy (e.g., what records to retain or destroy, when to do so, or how), it is the employee's responsibility to seek answers from the Executive Director.

The goals of this policy are to:

1) Assist employees in complying with the Vermont Public Records Act (1 VSA Subchapter 3);
2) Retain important documents for reference and future use;
3) Delete documents that are no longer necessary for the proper functioning of CVRPC;
4) Organize important documents for efficient retrieval; and
5) Ensure that CVRPC employees know what documents should be retained, the length of their retention, means of storage, and when and how they should be destroyed.

This Policy is consistent with or exceeds the General Record Schedules (GRS) developed by the Vermont State Archives and Records Administration (VSARA) to provide consistency in recordkeeping by Vermont public agencies for common functions and activities.

Definitions

Records - all business records of CVRPC (used interchangeably with "documents"), including written, printed, and recorded materials, as well as electronic records (i.e., emails and documents saved electronically).

Permanent/Archive - Documents will be retained permanently. They will be archived upon reaching obsolescence, expiration, supersession, completion/closure.

Timed Retention (Ex. 10 years) - Retained for specified time following obsolescence, expiration, supersession, completion/closure. After which time they will be destroyed (general, unless noted as "Shred"), unless otherwise noted.

Limited Retention - Documents destroyed (general, unless noted as "Shred") following obsolescence, expiration, supersession, completion/closure, unless otherwise noted.

Emails as Public Records[1]

Email message are "official records" if they are made or received in the conduct of CVRPC business. Such business may be the provision of services, delivery of programs, development of policies, making of decisions, performance of commission functions, and other similar types of transactions.

Examples of messages sent by e-mail that typically *are records* include:

- policies and directives,
- correspondence or memoranda related to official business,
- work schedules and assignments,
- agendas and minutes of meetings,
- drafts of documents that are circulated for comment or approval,
- any document that initiates, authorizes, or completes a business transaction, and
- final reports or recommendations.

Examples of messages that *typically do not constitute records* are:

- personal messages and announcements,
- copies or extracts of documents distributed for convenience or reference,
- phone message slips, and
- announcements of social events.

The Method of Archiving

Archiving will be done by the user; and these emails will be stored on the user's PC for user's designated time period (quarterly, annually, etc), through a folder structure in their native email client. At year-end, we will back up the entire archive to CD and then the files may be deleted from the users PC. To protect against catastrophic failure during the year, we will continue to back up PC's to tape on a weekly basis.

Emails will be archived based on their content. Within their email software, each user should set up a series of subfolders that will allow for easy drag-and-drop filing of official emails. Once

[1] Adapted from a policy developed by the Two Rivers-Ottauquechee Regional Commission

an email is read, it should either be filed in the subfolders or deleted. (For an example of a possible file structure, see attached)

Time and Content

The content of an email will determine the length of time it is to be archived.

Personal

Emails of a personal nature should be deleted immediately after reading. Please keep in mind that *all* e-mail messages *including personal communications* may be subject to discovery proceedings in legal actions. There is no expectation of privacy on email communications.

Ephemeral

Ephemeral, or transitory, emails must be stored for a minimum of thirty days. Ephemeral or Transitory emails consist of those records that are created primarily for the informal communication of information, as opposed to communications designed for the perpetuation or formalization of knowledge. *Transitory messages do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt.* The informal nature of transitory messages might be compared to the communication that might take place during a telephone conversation or verbal communications in an office hallway.

Administrative Support Records

These files must be kept for at least one year. Records of a general facilitative nature created or received in the course of administering programs. Included are such records as:

- Correspondence of a routine or repetitive type, such as requests for information;
- Inter-office or inter-departmental communications which do not subsequently result in the formulation of policy;
- Reference materials, sometimes of a technical nature, used but not created by the office;
- Daily, weekly, or monthly office activity reports which are summarized in annual reports or which relate to routine activities (including work progress or statistical reports prepared in the office and forwarded to higher levels);
- Personnel data of office that is duplicated in departmental personnel record;
- Purchase orders, payment vouchers, travel expense statements or similar financial documents that are duplicated in department/division fiscal office files;
- Daily, weekly, or monthly work assignments (including duty roster files) for office staff;

- Calendars, appointment books, schedules, logs, diaries, and other records documenting meetings, appointments, telephone calls, trips, visits, and other daily activities of employees; and
- Unpublished calendars of events and activities.

If hard copies are created and filed elsewhere, administrative support records need not be saved.

Policy and Program Records (Primary Mission Files)

Policy and Program Records generally need to be retained permanently under specific record schedules and may be transferred to the State Archives at some time during their life cycle. These records document the formulation and adoption of policies and procedures and the implementation or management of the programs or functions of the office or department. Included are such records as:

- Policies and procedures developed by the office or a program that govern the operation of the agency;
- Correspondence with citizens or other government officials regarding policy, procedure development, or program administration;
- Annual, ad hoc, narrative, or statistical reports on program activities, achievements or plans;
- Organizational charts and mission statements;
- Studies regarding office or program operations;
- Circular letters, directives or similar papers addressed to subordinate units or staff concerning policies, procedures or programs;
- Records related to significant events in which the office or program participated; and
- Photographs, published material, and other record forms.

Employee Responsibility

Federal and state laws require CVRPC to maintain certain types of records for particular periods. Failure to maintain such records could subject an employee and CVRPC to penalties and fines, obstruct justice, spoil legal evidence, and/or seriously harm CVRPC's position in litigation. Thus, it is imperative that employees fully understand and comply with this, and any future records retention or destruction policies and schedules, *UNLESS* an employee has been notified by CVRPC, or if an employee believe that (1) such records are or could be relevant to any future litigation, (2) there is a dispute that could lead to litigation, or (3) CVRPC is a party to a lawsuit, in which case employees *MUST PRESERVE* such records until CVRPC's legal counsel determines that the records are no longer needed.

All business records shall be retained for a period no longer than necessary for the proper conduct and functioning of CVRPC. All retention periods listed in this Policy are from the calendar year end plus the retention time listed unless otherwise noted.

Retention Schedule - Office Operations and Planning Records

Accounting/Financial Records

Description	Retention
Accountants' audit reports and management letters	Permanent/Archive
Bills of sale for important purchases	Permanent/Archive
Canceled checks and stubs, for important payments	Permanent/Archive
Cash books	Permanent/Archive
Charts of accounts	Permanent/Archive
Payroll records and related documents	Permanent/Archive
Financial statements (year end)	Permanent/Archive
General and private ledgers	Permanent/Archive
Financial journals	Permanent/Archive
Bank statements – Shred	10 years
Deposit slips – Shred	10 years
Check registers – Shred	10 years
Cancelled checks and stubs, general – Shred	10 years
Financial statement cards – Shred	10 years
Accounts payable and receivable ledgers and schedules	7 years, if audited
Expense analyses	7 years
Vouchers for payments to vendors, employees and related parties - Shred	7 years
Fiscal records – grant materials, supply order forms, unless otherwise required by grant	7 years
Miscellaneous money (income) receipts	7 years, if audited
Paid bills	7 years, if audited
Tuition invoices and receipts	7 years, if audited
Fiscal records, and until audit	4 years
Cash balance document register	4 years
Social Security withholding report sheets	4 years

Description	Retention
Deduction authorization	4 years, after cessation of employment
Federal Form 1099-Misc	4 years
Federal Form 501 (Federal Tax Deposit Without Income)	4 years
Federal Form 941 (Employer's Quarterly Federal Tax Return)	4 years
Federal Form W-2d (Withholding Statement showing annual wages paid and income and FICA taxes withheld	4 years
Federal Form W-3 (Reconciliation of Quarterly Returns of Income Tax Withheld on Wages)	4 years
Federal Form W-4 (Employee's Withholding Exemption Certificate), after cessation of employment	4 years
Social Security Withholding Report Sheets (Forms OAR S-3a, S-3, SSA-3963-C1)	4 years
State Form VW-100 (Withholding Exemption Certificate)	4 years, after cessation of employment
State Form VW-102 (Withholding Statement Showing Annual Wages Paid and Income Withheld	4 years
State Form VW-105 (Reconciliation of Quarterly Returns, Form VW-110 and VW-102	4 years
State Form VW-110 (Quarterly Return of Income Tax Withheld	4 years
Petty cash vouchers	3 years
Budget comparisons, monthly	3 years
Trail balance sheets	3 years, if audited
Purchase orders	3 years, if audits are completed
Bank reconciliations - Shred	1 year
Purchase orders	1 year
Requisitions	1 year

Administrative Records

Description	Retention
Contracts and leases (current/major)	Permanent/Archive

Description	Retention
Legal correspondence	Permanent/Archive
Deeds and mortgages (if applicable)	Permanent/Archive
Insurance records	Permanent/Archive
Minutes, bylaws and certificate of incorporation	Permanent/Archive
Property records and appraisals (if applicable)	Permanent/Archive
Tax records	Permanent/Archive
Trademark registrations (if applicable)	Permanent/Archive
Reports, annual or similar	Permanent/Archive
Accident reports and claims (settled cases) – Shred	10 years
Contracts and leases (expired) - Shred	7 years
Inventories (if products, materials, and supplies)	7 years
Notes receivable ledgers and schedules	7 years
Time recording documents	7 years, if audited
All materials related to an internal investigation	7 years
Insurance policies – Liability	7 years, if no claim pending
Internal audit reports	7 years
Unemployment Compensation Reports (Employer's Contribution, Quarterly Compensation, Insurance Wage and Separation)	4 years
Insurance policies – Fire (expired)	3 years, if no claim pending
Insurance policies – Professional Practices (expired)	3 years, after close of any pending claims
Equipment orders, after grant closeout approval	3 years
Agreements (formal, interagency, memorandums of understanding)	3 years, then archived permanently
Policies	3 years, then archived permanently
Procedures	3 years, then archived permanently
Tape recordings of all meetings (regular or special	3 years, after minutes have been approved
Authorizations – Shred	3 years
Vacation and leave requests	1 year
Equipment warranties, after expiration	1 year

Personnel Records

Description	Retention

Description	Retention
Personnel records, annual evaluations, correspondence directed to an employee, application paperwork, personal history information, polygraph results, written and physical standards, all other hiring documentation	50 years from date of hire
Employment applications - Shred	3 years
Training records	3 years
Applications for employment, resumes	3 years
Employment history, after termination of employment - Shred	3 years
Personnel records, annual evaluations, correspondence directed to an employee, application paperwork; personal history information, polygraph results; written and physical standards, all other hiring documentation	1 year if not hired

Other Records

Description	Retention
Reports, annual or similar	Permanent/Archive
All Municipal Plans and Bylaws, whether proposed, adopted, or superseded	Permanent/Archive
Correspondence (substantive administrative value, policy development related, memoranda of decisions) – then archived	3 years
Miscellaneous internal reports	3 years
Plans (strategic) – then archived	3 years
Studies – then archived	3 years
Bids – Shred	3 years
Contracts (including grant agreements) – then archived	3 years
Decisions (contract selection) - Shred	3 years, after grant closeout approval
Certificate of Appointment as Representative by Governor	3 years
Elections - candidate and nomination statements	3 years
Legal notices	1 year, after grant closeout letter received

Description	Retention
Agendas	1 year
Calendars	1 year
Press Releases	1 year
Correspondence (day to day office administration, general internal, interagency, routine public)	1 year, if not noted elsewhere in this policy
Grant funded project files and deliverables	1 year, after grant closeout letter received and unless grant requires otherwise
Drafts	Limited
Reference sources	Limited
Elections - official return of vote form and copies of votes and elections,	90 days if uncontested, and one copy preserved in hard copy file
Elections - summary sheets for election tabulations	90 days after election

Retention Schedule – Infrastructure Records

Planning and Project Development Records

Description	Retention
Applications – certificates and formal statements of qualification, significant supporting materials	Life of asset ends plus 6 years
Decisions – written approvals or disapprovals including selection justifications, substantive correspondence and relevant supporting materials, life of asset ends plus 6 years	Life of asset ends plus 6 years
Agreements – formal written agreements including MOUs	Until expired plus 6 years
Authorizations - notices to proceed, permits	Until expired plus 6 years
Legal notices	Until project completion approval received plus 1 year
Plans – final conceptual drawings and maps, reports, specifications and estimates	Life of asset ends plus 6 years
Reports and studies – related to development including performance and expenditure reports	Life of asset ends plus 6 years
Supporting material – public comments, schedules, meeting transcripts	Life of asset ends plus 6 years

Construction Records

Description	Retention
Written evidence of final decision, including engineer and project manager approvals, acceptances and changes, substantive correspondence and relevant supporting material	Life of asset ends plus 6 years
Declarations that certify a condition has been met related to the construction of infrastructure	Life of asset ends plus 6 years
Notes used for written or recorded evidence of field or site visits	Life of asset ends plus 6 years
Plans – drawings, reports, includes as builts and schedules	Life of asset ends plus 6 years
Reports – construction, closeout, inspection, operation manuals, wage rate reports, or similar	Life of asset ends plus 6 years
Supporting materials not specified elsewhere for Life of Asset	Life of asset ends plus 6 years

Conclusion

This policy will require active participation from all staff. If you have any questions or issues, please discuss them with the Executive Director. This program is a statutory requirement of the CVRPC, and your efforts in making the system work are greatly appreciated.

TWO RIVERS-OTTAUQUECHEE REGIONAL COMMISSION

CODE OF CONDUCT AND CONFLICT OF INTEREST POLICY FOR OFFICERS, BOARD AND STAFF MEMBERS

The Two-Rivers-Ottauquechee Regional Commission is a government office whose responsibility is to provide good public service and efficient use of tax dollars to the public it serves. As such, the Regional Commission expects and requires its Officers, Board members, and employees to adhere to standards of conduct that are required for the effective functioning of the Regional Commission. These persons have a duty to conduct themselves in a manner consistent with these policies, the public interest, and the mission of the Regional Commission, and not to advance their personal interests. Thus a member or employee of the Regional Commission shall take all reasonable steps to avoid any action which might result in, or create the appearance of, a conflict of interest. This Code of Conduct and Conflict of Interest Policy is intended to permit Regional Commission officers, Board members, and employees to identify, evaluate and address any real, potential or apparent conflict of interest that might in fact, or appearance, call into question their service to the Commission.

CODE OF CONDUCT

I. A member of the Regional Commission has an affirmative obligation to conduct the affairs of his or her office, whether as a member of the full Regional Commission or as a member of a Committee or Sub-Committee, in such a manner as to instill public trust and confidence. Thus, a member of the Regional Commission shall take all reasonable steps to avoid any action or circumstance, whether or not specifically prohibited by this policy which might result in, or create the appearance of:

   a) Undermining his or her independence or impartiality of action;

   b) Taking official action on the basis of unfair considerations, unrelated to the merits of the matter;

   c) Giving preferential treatment to any private interest, or interest of any affected State agency on the basis of unfair considerations, unrelated to the merits of the matter;

   d) Using the office of member of the Regional Commission for the advancement of personal interest;

   e) Using the office of member of the Regional Commission to secure special privileges or exemptions; or

   f) Affecting adversely the confidence of the public in the integrity of the Regional Commission.

II. A member of the Regional Commission shall not take any official action in any particular matter in which he or she has a conflict of interest or in which there is an appearance of a conflict of interest that, in the member's view, will undermine public confidence.

III. A member of the Regional Commission shall not take any official action that advances the interest of a private entity with which he or she is actively seeking employment or a significant financial relationship.

IV. A member of the Regional Commission shall not disclose to any private entity any confidential or privileged information for the purpose of advancing his or her, or anyone else's, pecuniary interest.

V. A member of the Regional Commission shall not solicit or receive any payment, a gift, or favor based on any understanding that it would influence any official action.

VI. A member of the Regional Commission shall not use or permit the use of Regional Commission property unless reasonably related to his or her official responsibilities.

VII. The Regional Commission may, by majority vote, determine that a Regional Commission member is ineligible to participate in a matter before the Regional Commission because of a violation of this Policy.

CONFLICT OF INTEREST

CONFLICTS OF INTEREST OR APPEARANCE OF CONFLICT

A conflict of interest may exist when an Officer, Board member, or employee has the authority or responsibility to act on some matter in which he/she has a substantial personal or financial interest that may inhibit, or appear to inhibit, the person's ability to act in the interest of the Regional Commission. Such an interest may be financial or may result from family or social relationships.

A conflict does not exist when the person's interest is, or appears to be, no greater than that of any other person generally affected by the act for which one has authority or responsibility. Every effort should be made to avoid any real and/or appearance of a conflict of interest or impropriety in connection with any actions or inactions associated with their official duties.

Employees of the Regional Commission shall not, during work hours, engage in or purport to represent the Regional Commission in any partisan political activity. If an employee holds an elected or appointed position on a local board or commission, or is otherwise involved in policy-making or quasi-judicial responsibilities that relate to town or regional planning or relate to work performed by the Regional Commission, he/she must exercise discretion to minimize the risk of appearance of a conflict. Prior to holding public office, an Employee shall consult with the Executive Director or Officers to identify potential difficulties and means of addressing them.

DISCLOSURE, REFRAIN FROM INFLUENCE, AND RECUSAL

An Officer, Board member, or employee of the Regional Commission shall disclose to the Executive Director or designee any personal interest or appearance of a conflict of interest with his or her responsibilities or obligations to the Regional Commission, including an interest in a project before Act 250 or other regulatory board where the Regional Commission is a party. The Executive Director shall decide if a conflict of interest condition exists and if it is necessary to assign the responsibilities to another staff person or if other action is appropriate. The Executive Director shall disclose such interest to the Executive Committee. If found to have a conflict or interest, or perceived conflict of interest, said person(s) must refrain from using their personal influence either by recusing themselves from further discussion with other Regional Commissioners or physically excusing themselves except to answer questions on the subject to the Regional Commission.

CONFIDENTIALITY

Regional Commission Officers, Board members, and employees shall exercise care not to disclose confidential information acquired through their connection with the Regional Commission which might be adverse to the interests of the Regional Commission. In addition, Regional Commission Officers, Board members, and employees shall not disclose or use information relating to the Commission for their own personal or family members', profit or advantage.

The Two Rivers-Ottauquechee Regional Commission requires each Officer, Board member and employee to annually (1) review this Code of Conduct and Conflict of Interest Policy (2) disclose any possible personal, familial or business relationship that reasonably could give rise to a conflict of interest, or appearance thereof, and (3) acknowledge by signing this Policy that they are acting in accordance with the letter and spirit of such Policy.

The information provided on this form will be held in confidence except if, after consultation with applicable Officers, Board members or employees, a determination is made that it is in the Regional Commission's best interest to disclose the information. If that should occur, the information provided herein shall be available for inspection by Regional Commission Officers and Board members.

Please respond to the following:

1. List all corporations, partnerships, associations, or other professional organizations of which you are an officer, director, trustee, partner, or employee, and briefly describe your affiliation.

2. List all corporations, partnerships, or other entities in which you have a material financial interest.

3. Are you aware of any other relationships, arrangements, transactions or matters which could create a conflict of interest or appearance of a conflict? If so, please describe.

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by this Code of Conduct and Conflict of Interest Policy currently in effect.

____________________________________ ____________________
Signature Date

____
Please print Name

This Code of Conduct and Conflict of Interest Policy was Adopted by the Two Rivers-Ottauquechee Regional Commission on April 28, 2010.

Central Vermont Regional Planning Commission

EXECUTIVE COMMITTEE

DRAFT RULES OF PROCEDURE

December 5, 2017

PURPOSE: The Executive Committee shall facilitate the general operation of the Commission by acting on behalf of the Commission.

Comment [B1]: From Commission Bylaws

GENERAL ACTIVITIES:

- Carry out all decisions and instructions of the Commission.
- Recommend to the Commission, or if timing requires take, appropriate action on policy issues, including legislative issues, state or federal plans and policy, RPC allocation formula, or other issues affecting the Central Vermont region and its municipalities.
- Act on behalf of the Commission in the absence of a quorum of the Commission when time precludes the delay of action until the next regular meeting of the Commission.
- Keep the resources of the Commission in line with the Commission's work program and budget.
- Determine and approve Commission meeting agendas.
- Execute other actions as outlined in a policy adopted by the Commission; said policy may be amended as the Commission so directs.

Comment [B2]: Should commenting on state and federal plans be this Committee's responsibility? It could be delegated to the Regional Plan Committee if that Committee's role were revised as the Regional Plan is the organization's policy document.

Legislative and state and federal policy input often requires action in short timeframes. Thus, they are more appropriate as an Executive Committee role.

Comment [B3]: Modified to bring into alignment roles outlined in the Commission's bylaws and its adopted Role of the Executive Committee.

ROLE: The Executive Committee has the authority to act on behalf of the Commission without needing further approval by the Commission unless the Commission chooses to do so. That authority extends to the following items:

- Approve the annual budget and any budget adjustments.
- Set municipal dues.
- Accept grants, agreements, and contracts with outside organizations and agencies as outlined in the Commission's Bylaws. At its discretion, the Committee may delegate acceptance of some grants, agreements, and contracts to the Executive Director to facilitate Commission or Committee operations. In the case of delegation, the Director shall inform the Committee of his/her acceptance of grants, agreements, and contracts.

Comment [B4]: See Page 4, line 7 regarding conflicts between the Commission Bylaws and this document until such time as the Commission modifies its Bylaws.

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- Accept the annual audit.
- Approve the addition and elimination of staff positions as recommended by the Executive Director.
- Approve amendments to Personnel Policies and approve and amend other policies necessary to smooth functioning of the Commission's operations or required by funding entities.
- Approve the retention of consultant services as recommended by the Executive Director and as provided for in the Commission's Procurement Procedures. Approval of contracts will deem to be approval of the payment of invoices provided the work has been done to the satisfaction of the Executive Director.

Comment [B5]: New role previously taken by the Committee but not explicitly stated in its responsibilities.

The Committee's actions must be compatible with plans, policies, positions or resolutions previously adopted by the Board of Commissioners. Other than those described above, new or amended plans, policies, positions or resolutions shall be provided to the Board of Commissioners in the packet for the Commission's next regular meeting. Committee action shall be deemed ratified/approved by the Board of Commissioners unless acted upon by the Commission at that meeting.

MEMBERSHIP: The Executive Committee shall consist of seven Commissioners, including the four officers and three additional Commissioners who shall be elected at the Annual Meeting. Each member shall have one vote. Membership term shall be one year, elected or appointed in June as appropriate. Vacancies on the Committee shall be filled by the Board of Commissioners at its next meeting.

OFFICERS/ELECTIONS: The Chair of the Committee shall be the Chair of the Board of Commissioners. The Chair will be responsible for running meetings, setting agendas in conjunction with staff, reviewing and signing correspondence on behalf of the Executive Committee, and representing the Executive Committee at various meetings as needed. The Vice-Chair shall act as Chair in the absence or incapacity of the Chair and will provide support to the Chair as needed. The Commission's Bylaws address how vacancies will be filled if the Chair or Vice-Chair should resign before his/her term expires.

ATTENDANCE AND QUORUMS: A quorum shall consist of a majority of members. Members are encouraged to attend all regular meetings and special meetings as they arise. Members with three consecutive unexplained absences will be contacted by the Chair to determine if they still wish to serve on the Executive Committee. The Committee meets monthly or as determined by the Chair to be necessary to carry out the stated purpose.

COMMUNICATION AND COORDINATION:

- Meetings shall be noticed and held in accordance with Vermont Open Meeting Law.
- Draft policies and resolutions shall be forwarded to Committee members and interested/affected parties for comment before action by the Committee or final recommendation to the Board of Commissioners.
- Minutes of all regular and special meetings will be prepared by staff, distributed to Committee members and interested parties, and made available to the public in accordance with open meeting and public records laws described in 1 V.S.A.
- Committee members are encouraged to serve as liaisons to the Board of Commissioners in addition to their local legislative boards by facilitating communication and coordination on a regular basis.
- Executive Committee members are encouraged to offer input on all matters before the Committee, and are encouraged to bring up items of local or regional concern for Committee or Commission consideration.

CONFLICT OF INTEREST: In the event any Executive Committee member has a personal or financial interest with any individual, partnership, firm or corporation seeking to contract with the Commission or to provide materials or labor thereto, or has a personal or financial interest in any project being considered by the Commission, the member shall state on the record the nature of his or her interest. If the member feels this conflict interferes with his/her ability to be objective, the member shall not participate in any vote on any related motion. If the member is uncertain whether he/she should participate in the decision, the Executive Committee shall determine by vote whether the member should participate.

The Committee may also make a determination of conflict of interest and disallow voting by a member if the majority of voting Committee members in attendance at the meeting determine a conflict of interest exists.

ADOPTION OF PROCEDURES: The Executive Committee may, at any time, vote to recommend amendments of these procedures, upon 51% vote of the Committee membership. Proposed amendments will then be forwarded to the Board of Commissioners for ratification.

The Executive Committee is a standing committee of the Regional Planning Commission, and is therefore subject to the Commission's bylaws. These Rules of Procedure, combined with Robert's Rules of Order, provide procedural and administrative guidance for the Committee in addition to the Commission’s bylaws. In the case of a conflict between these Rules and the Commission’s Bylaws, the Bylaws shall take precedence.

Adopted by the Executive Committee: ____/_____/_____

Adopted by the Board of Commissioners: ________/_____/_____

____
Juliana Potter, Chair
CVRPC Board of Commissioners

c. POWERS AND DUTIES The powers and duties of the Executive Committee shall be to:

EXCEPTS FROM THE COMMISSION'S BYLAWS

1) Carry out all decisions and instructions of the Commission.

2) Recommend to the Commission positions to be taken by the Commission, its committees, or staff.

3) Act on behalf of the Commission in the absence of a quorum of the Commission when time precludes the delay of decision or action until the next regular meeting of the Commission.

4) Execute other actions as outlined in a policy adopted by the Commission; said policy may be amended as the Commission so directs.

SECTION 6.8 SPECIAL COMMITTEES

The Commission may create such Committees as may be needed from time to time. Such Committees shall report to the Commission as it so directs.

ARTICLE VII. SIGNATORY OF THE COMMISSION

All contracts, checks, orders and other instruments which require the signature of the Commission shall be signed in the name of this Commission by such officers or agents as the Commission shall designate from time to time for that purpose.

ARTICLE VIII. APPROPRIATIONS

a. The Commission shall annually establish dues in accordance with a schedule and rate established by the Commission. The Commission shall notify in writing all municipalities within the region on or before November 15th of the sums it deems necessary to be received from said municipalities for the ensuing fiscal year.

b. Municipalities not appropriating funds in an amount equal to their annual dues shall not be entitled to services afforded to those municipal members that have appropriated such funds. Services to member municipalities not paying the annual dues shall be provided on the basis of a rate schedule approved by the Commission. Non-payment of the annual dues does not otherwise affect membership status. Unless directed otherwise by the Commission, prioritizing and scheduling the delivery of services to municipal members that have not paid their annual dues in full shall be at the discretion of the Executive Director.

Central Vermont Regional Planning Commission

ROLE OF THE EXECUTIVE COMMITTEE

Adopted by the Central Vermont Regional Planning Commission this 13th day of February, 1996.

It is the role of the Executive Committee to lead and guide the Commission to productive ends. The Executive Committee will endeavor to keep the resources of the Commission in line with the Commission's work program and budget. Pursuant to the Commission's Bylaws, the Executive Committee has the power to act on behalf of the Commission provided that such actions are reported to the Commission. Actions of the Executive Committee will be reported to the Commission via minutes of the Executive Committee and are subject to rescission or amendment by the Commission.

In its effort to promote the effectiveness of the Commission, the Executive Committee is recommending that the role of the Executive Committee be further delineated so that Commission meetings may be spent discussing planning issues and reaching consensus on said issues. The Executive Committee will act on the following items on behalf of the Commission without needing further approval by the Commission unless the Commission chooses to do so.

1. **Management/Operations**
   A. Approve the annual budget, ACCD contract, and Transportation contract
   B. Accept the annual audit
   C. Approve budget adjustments that may arise during the year
   D. Accept grants or other contracts with outside organizations or agencies, et al.
2. **Personnel**
   A. Approve the addition/elimination of staff positions and the retention of consultant services as recommended by the Executive Director
   B. Approve amendments to Personnel Policies
3. **Contractual Commitments**
   A. Approve contracts with consultants as provided for in the Commission's Procurement Procedures
   B. Approval of contracts will deem to be approval of the payment of invoices provided the work has been done to the satisfaction of the Executive Director.
4. **Organizational Issues**
   A. Determine and approve Commission meeting agendas
   B. Determine appropriate action on policy issues that arise from time to time including legislative issues, RPC allocation formula, or other issues affecting the Central Vermont region and its individual constituent cities and towns.

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BOARD OF COMMISSIONERS

December 12, 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

Page	Time[1]	Description
	7:00	**Adjustments to the Agenda**
		Public Comments
	7:05	**Conservation By Design**, Monica Przyperhart, VT Fish & Wildlife (enclosed) Previously requested by the Commission, this presentation discusses Vermont's efforts to implement a science-based approach to land use planning. The approach focuses conservation efforts on critical ecological areas that must remain healthy and intact to provide plants, animals, and natural resources the best chance of survival over time.
	7:45	**Project Tour: Town Web Maps**, *Pam DeAndrea* Explore CVRPC's service to make mapped town data more accessible to the public and municipal boards.
	8:00	**2016 Regional Plan Update**, *Eric Vorwald* (enclosed)[2] Review draft energy element with a potential action to advance the draft to the hearing process when the Regional Energy Plan is ready for adoption.
	8:25	**Regional Energy Plan**, *Eric Vorwald* (enclosed) Introduction of the final draft, which incorporates public comment. No action is required until the January Commission meeting.
	8:35	**Meeting Minutes – November 14, 2017** (enclosed)[2]
	8:40	**Staff Reports** (enclosed)
	8:45	**Executive Director's Report** (enclosed)
	8:55	**Committee Reports** (enclosed)
	9:00	**Adjournment**

[1] Times are approximate unless otherwise advertised.
[2] Anticipated action item.

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

Present:

☒ Julie Potter	☒ Laura Hill-Eubanks	☒ Michael Gray
☒ Dara Torre	☒ Steve Lotspeich	☒ Don La Haye
☐ Byron Atwood		

Staff: B. Waninger
Guests: Greg Western, Jon Copans, Collin Oneil

Chair J. Potter called the meeting to order at 4:06 pm.

Adjustments to the Agenda
Waninger requested to remove the Central Vermont Public Safety Authority update from the agenda.

Public Comment
None.

Administrative Services and Leased Employees
<u>Cross Vermont Trail Association</u>
G. Western summarized the Association's request:
- Office space to accommodate a desk and files
- Subcontractor services for regional trail planning as desired by the organizations
- Payroll services as of January 1, 2018.

Western stated that CVTA would be assuming the role of employer for him on January 1, 2018. CVTA will investigate options for payroll services and invites CVRPC to submit a cost estimate for the service.

Waninger noted that CVTA had requested a multi-year agreement for any services provided. J. Potter suggested that if CVRPC chose to continue providing office space, it would be helpful for any agreement term to coincide with CVRPC's lease terms.

<u>Wrightsville Beach Recreation District</u>
J. Copans requested that CVRPC continue to provide administrative services to the District. He noted a multi-year agreement would also be welcome.

C. Oneil provided a history of the District and its facilities. The District's revenues increased from $9,500 in 1985 to $50,000 in 2017 due to diversifying recreational opportunities. Its budget increased from $24,000 to $104,000. He noted that CVRPC had provided continuity through the years.

Copans stated people join the WBRD Board because the park is a regional gem. Four towns come together to manage the resources through the Board. He believes the District is the model to grow in Vermont – regional solutions to challenges and opportunities. CVRPC acts as a neutral, trusted, third party service provider. He noted that the District understands its needs to hold up its end of the bargain and stated it has made real progress in this area.

Potter provided East Montpelier's perspective. The town believes CVRPC provides institutional stability and memory for the District. If CVRPC elected to end services, the town would feel the RPC hadn't given towns adequate notice for the 12/31/17 deadline.

S. Lotspeich noted that fostering leadership on the WBRD Board is important. CVRPC staff cannot provide this leadership.

<u>Policy Considerations</u>

Potter noted that staff said it is technically feasible for CVRPC to provide the requested services. Committee members discussed whether CVRPC wants to, and if so, how. The Committee concluded the services could be provided if a written agreement is developed and if CVRPC charged for services.

In summary:

- CVTA: CVRPC is willing to provide office space and payroll bookkeeping and remains interested in work collaboration as opportunities arise. An agreement and fees need to be developed.
- WBRD: CVRPC is willing to provide full charge bookkeeping services. WBRD would need to develop financial procedures by a date to be identified.

The Committee directed staff to develop agreement drafts for the December meeting.

D. La Haye moved to direct the Executive Director to work with CVTA and WBRD to develop administrative services agreements, including office space and payroll bookkeeping services for CVTA and accounting services for WBRD; M. Gray seconded. Motion carried.

Consent Items

L. Hill-Eubanks moved to approve the consent items as presented; S. Lotspeich seconded. Motion carried.

Financial Report

The Committee briefly discussed the FY18 quarterly financials. Waninger noted the net income was related to contract advances. Actual net income is ~$1,200.

Waninger discussed the FY17 draft financials. The Commission's loss relates to the staff medical leave and work-versus-payment timing for product-based contracts. The Commission should recover this "loss" in FY18 for product payments and FY19 for administrative costs due to delayed cost recovery.

Contract/Agreement Authorization

Waninger noted that staff had obtained confirmation from SWCRPC that the municipality's payments to contractors fulfills the "cost reimbursement" requirement of the contract. CVRPC does not need to reimburse the project sponsor prior to requesting reimbursement from SWCRPC. She also noted that the agreement amount is an estimate. The agreement may be amended to increase or decrease the award amount when the project costs are firm.

D. Torre asked if the Committee perceived a conflict of interest for her. Moretown is involved in the Mad River stormwater project. The Committee said it did not. The contract is not with the Town; town officials are not signing any documents; and she does not have a greater interest than other residents.

L. Hill-Eubanks moved to approve contracts and agreements as presented; S. Lotspeich seconded. Motion carried.

Municipal Dues

The Committee discussed the recommendation to increase dues, including whether subsequent increases would be needed and if a permanent dues policy should be discussed with the Board of Commissioners. Waninger recommended engaging towns in conversations before framing a policy.

D. Torre moved to approve the proposed increase in municipal dues to $1.13 per capita; D. La Haye seconded. Motion carried.

Health Insurance

The Committee asked that a future agenda include a discussion of a cost-share approach to the health insurance benefit in advance of the FY19 budget process.

S. Lotspeich moved to maintain CVRPC's approach to its health care benefit for CY2018; D. La Haye seconded. Motion carried.

Commission Agenda

The Chair noted CVRPC business was being moved to the end of the agenda to insure speakers are present when the Commission is ready for them.

L. Hill-Eubanks moved to approve the agenda as presented; M. Gray seconded. Motion carried.

Adjourn

D. La Haye moved to adjourn at 6:35 pm; S. Lotspeich seconded. Motion carried.

Executive Director's Report

November 27, 2017

Ideas to Action - Central Vermont Recreation

Building strategies to meet regional needs is part of CVRPC's mission. At last month's Commission meeting, I highlighted how the Commission builds its annual work plan and budget. One strategy staff is beginning to shape is a regional recreation collaborative. Over the past two years, I've listened to partners, municipalities, and state agencies comment on Central Vermont's recreation – its opportunities, its needs, and its potential. They've shared services their organizations provide as well as ideas for links with facilities, programs, and services provided by others. In many cases, they've suggested CVRPC convene the region's recreation organizations for a focused discussion on challenges and opportunities.

Recent work by the Vermont Outdoor Recreation Economic Collaborative raised awareness about how recreation promotes business opportunities, how recreation participation opportunities can be increased, and how Vermont can strengthen the quality and stewardship of recreational resources. Staff intends to link the Collaborative's work with the regional ideas we've heard by convening the region's recreation interests this winter/spring. I invite Commissioners to share their thoughts about partners to involve, directions the conversation might take, regional needs, etc. Are there activities happening in your community that might benefit from new connections with regional partners?

Listening, Shaping, Fostering

A sampling of conversations with municipalities and other organizations in the past month:

- Jamie Stewart, Executive Director, CVEDC – Montpelier TIF District and Barre Street Corridor development
- Frank Gardner, US EPA Brownfield Program – Approaches to brownfields in Vermont and maximizing resources available in the state
- Bruce Johnson, Administrator, Town of East Montpelier – CVRPC services and Town initiatives/needs
- Carl Rogers, Manager, Barre Town – CVRPC services and Town initiatives/needs
- Jon Copans, Director, Climate Economy Model Communities Program, Vermont Council on Rural Development – Central Vermont program interest and recreation potential
- Meredith Whitney, Forest Pest Education Coordinator, VT Urban & Community Forestry Program, UVM Extension – RPC support for invasive species work with municipalities