EXECUTIVE COMMITTEE
May 18, 2020
3:00 p.m.

Remote Participation via GoToMeetings
Join via computer, tablet or smartphone: https://global.gotomeeting.com/join/615023925
Dial in via phone: +1 (571) 317-3122; Access Code: 615-023-925
Download the app at least 5 minutes before the meeting starts: https://global.gotomeeting.com/install/615023925

AGENDA

3:001 Adjustments to the Agenda
   Public Comment

3  3:05 Contract/Agreement Authorization (enclosed)2
5   a) Southern Windsor County RPC – DIBG Berlin Town Office & Garage
      Stormwater Implementation (Revised)
17  b) Watershed Consulting Associates - Stormwater Services Master
      Agreement, Addendum 2

33  3:10 Dental Insurance (enclosed)2

3:20 Office Updates

34  3:40 Policy and Procedure Updates (enclosed)2
35   a) Executive Committee Rules of Procedure
42   b) Administrative and Financial Policies and Procedures

4:05 Consent Items (enclosed)2

68  a) Meeting Minutes – May 4, 2020

4:10 Executive Session
   1 V.S.A. § 313(a)(3), Personnel2

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1 All times are approximate unless otherwise advertised
2 Anticipated action item
Note: This portion of the meeting will utilize separate conference call information to maintain confidentiality for the Executive Session. After the Session, the Committee will return to the previous public meeting session to make any decisions and to close the meeting.

4:30 Adjourn

Next Meeting: June 1, 2020

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

Date: June 1, 2020
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Contract/Agreement Approvals

GRANTS & SERVICE AGREEMENTS
(Contracts and agreements valued at more than $25,000)

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

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

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

Funding:
Grant Amount: $68,116 (state funds)
Match Amount: $980 (town cash and in-kind)

Performance Period: 01/06/2020 – 12/01/2021

Staff: Grace Vinson (primary), Pam DeAndrea, Bonnie Waninger

Note: SWCRPC revised the contract prior to signing it. Page 12 incorporated Construction expectations. The previous version had Planning expectations.
Watershed Consulting Associates, LLC - Stormwater Services Master Agreement, Addendum 2, Moretown Elementary School & Town Offices Stormwater Mitigation Final Design

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

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

**Funding:**
- Contract Addendum Amount: $31,958
- Master Agreement Total: $66,883

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

**Staff:** Pam DeAndrea

**Note:** None.

### FOR INFORMATION ONLY

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

**AGREEMENTS**

None.

**CONTRACTS**

None.

**MEMORANDA OF AGREEMENT**

None.
SOUTHERN WINDSOR COUNTY REGIONAL PLANNING COMMISSION
2019 CLEAN WATER DESIGN/IMPLEMENTATION BLOCK GRANT (DIBG)

SUB-GRANT AGREEMENT #CVRPC-2019DIBG-02

Project Name: Berlin Town Office & Garage Stormwater Implementation

1. Parties: This is an Agreement for services between the Southern Windsor County Regional Planning Commission (SWCRC) a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 38 Ascutney Park Road, Ascutney, Vermont 05030 and Central Vermont Regional Planning Commission with its principal place of business at 29 Main St. #4, Montpelier, VT 05602 (hereinafter called “SUB-GRANTEE”). It is the SUB-GRANTEE’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUB-GRANTEE is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this Sub-Grant Agreement is to provide funding for implementation of projects and associated program delivery under the 2019 SWCRC Design/Implementation Block Grant program with the Vermont Department of Environmental Conservation (2019-CWF-IMP-03). The SUB-GRANTEE’s Scope of Work is outlined in ATTACHMENT A.

3. Maximum Amount: In consideration of the scope of work specified in ATTACHMENT A the SWCRC agrees to pay SUB-GRANTEE, in accordance with the Payment Provisions specified in ATTACHMENT B.

4. Agreement Term and Deadlines: The period of SUB-GRANTEE’s performance shall begin on January 6, 2020 and end on December 1, 2021. It is expected that the project commences within 90 days of the execution of this agreement. To be eligible for funding, all projects must be completed by November 1, 2021 and all deliverables and project invoicing must be submitted by no later than December 1, 2021.

5. Source of Funds: State Funds from the Vermont Department of Environmental Conservation.

6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the SWCRC and SUB-GRANTEE. No amendment will be considered without justification to support the amendment request.

7. Final Payment: Final payment will be remitted upon satisfactory receipt of all deliverables, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match. Required deliverables are outlined in ATTACHMENT F.

8. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
9. **Work Product ownership:** Upon full payment by the State, all products of the Grantee’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

10. **Deadlines:** Scope of work deadlines are firm. Failure to complete deliverables by the deadline may result in forfeiture of some or all of SUB-GRANTEE’s payments. No modifications to deadlines are allowed without prior written approval of SWCRPC.

11. **Contact persons for this award:**

   SWCRPC: Thomas J. Kennedy, A.I.C.P  Email: tkennedy@swcrpc.org  
   Phone: (802) 674-9201

   SUB-GRANTEE:

   CVRPC: ___________________________________ Email: ___________________________
   Name/Title
   Phone: ______________________________

12. **Attachments:** This Agreement consists of two pages plus the following attachments which are incorporated herein:
   - Attachment A – SUB-GRANTEE Scope of Work to be performed
   - Attachment B – Budget and Payment Provisions
   - Attachment C -- Customary State Grant Provisions
   - Attachment D – Other Grant Provisions
   - Attachment E – Ineligible Expenses and Match Requirements
   - Attachment F – Project Specific Grant Reporting, Milestones, Deliverables & Performance Measures

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

SOUTHERN WINDSOR COUNTY  SUB-GRANTEE
REGIONAL PLANNING COMMISSION

Signature: ___________________________  Signature: ___________________________
Name: Thomas J. Kennedy, A.I.C.P.  Name: _____________________________
Title: Executive Director  Title: ___________________________
Date: _____________________________  Date: _____________________________
ATTACHMENT A
SUB-GRANTEE Scope of Work

Responsibilities for Each Party Under this Agreement are described below:

Sub-Grantee Responsibilities under this grant:

Will be responsible for all PROJECT COST and PROGRAM DELIVERY as outlined below:

Project Implementation:

a. Work shall be completed as described in SUB-GRANTEE’s funding application for the 2019 SWCRPC Design/Implementation Block Grant program for a project entitled Berlin Town Office & Garage Stormwater Implementation identified in the VT DEC Watershed Projects Database as #5643. The above referenced application is herein adopted by reference.

   **SUB-GRANTEE shall adhere to any and all conditions imposed by DEC technical staff during the project screening and approval process.**

Program Delivery (Grant Administration and Project Management):

Program Delivery may include some or all of the following tasks:

a. If applicable, coordinate with project partners(s) (town, business, school district, private property owner, other organization or agency) as necessary for successful completion of the project(s) as outlined in this sub-grant agreement.

b. Ensure that all required local, State and Federal permits have been obtained in a timely manner and that selected Contractor(s) are familiar with all permit conditions.

c. Follow appropriate procurement policy. SUB-GRANTEE, and/or project partner, is to follow their procurement policy. If a project partner does not have a procurement policy in place, they are to follow the procurement policy of the SUB-GRANTEE.

d. Obtain Approval to Subcontract with all partners, vendors and contractors associated with this grant from DEC prior to subcontractor starting work. SUB-GRANTEE must use the ‘Department of Environmental Conservation Request for Approval to Subgrant/Subcontract’ form to be provided.

e. Provide procurement and oversight assistance for construction projects, if applicable, which may include:

   i. Oversight of bid process including Request for Proposals, proposal review, and Contract development to ensure Contractors provide information for required Deliverables and Performance Measures;

   ii. Hold pre-bid site visit(s) with interested bidders for construction projects;

   iii. Document pre-construction site conditions with photos, if appropriate;

   iv. Ensure any necessary construction oversight is carried out in accordance with potential permit conditions, and;

   v. Ensure successful completion of the project per terms of this agreement.

f. Provide reporting and invoice assistance to project partners, if applicable, to include:
i. Documentation of project costs;
ii. Invoice submission (per ATTACHMENT B) and payment disbursement to project partners, if applicable; and
iii. Compilation of financial documentation for reporting requirements and review for accuracy and completeness.

g. Provide all invoicing, disbursements and reporting for all project implementation and program delivery activities as outlined in ATTACHMENT B in a timely manner.

h. Ensure that all project construction will be completed no later than November 1, 2021 and all Deliverables and final invoicing to be submitted no later than December 1, 2021 to be eligible for reimbursement, unless this agreement is amended for an extension.

i. Submit Completed Deliverables and Work Products in ATTACHMENT F, in a timely manner following Milestones. Deliverables completed must accompany SUBGRANTEE’s invoicing for timely reimbursement of costs.

j. Submit Interim Progress Reports as Outlined in ATTACHMENT F using template to be provided.

All Invoice Requests, Reporting documents, and correspondence are to be sent via email to cwbg@swcrpc.org.

SWCRPC Responsibilities Under this Agreement:

- Serve as the point of contact and coordinator for all projects statewide; act as a liaison to VT DEC for all administration, invoicing and reporting.
- Provide SUB-GRANTEE with required project specific Reporting, Deliverables, Milestones and Performance Measures as determined by VT DEC per ATTACHMENT D.
- Provide reporting templates and forms for invoicing, interim and final reporting, and Operations & Maintenance Template, as may be necessary. All forms available at weblink https://swcrpc.org/design-implementation-block-grant/ for download.
- Make payments to SUB-GRANTEE upon receipt of deliverables and accurate invoices submitted by the SUB-GRANTEE to provide reimbursement for Project Implementation Costs and Program Delivery Costs as detailed in ATTACHMENT B.
ATTACHMENT B
PAYMENT PROVISIONS

The SWCRPC agrees to compensate the SUB-GRANTEE for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized under the terms and conditions of this agreement. The SUB-GRANTEE’s preliminary project budget is to be included in this attachment. A final budget will be submitted after the selection of engineers and contractors.

A. General. The SWCRPC agrees to pay the SUB-GRANTEE for Project Implementation Costs and Program Delivery Costs and the SUB-GRANTEE agrees to pass through to project partners(s), if applicable.

B. Payment Procedures.

This grant is a cost-reimbursable grant. Requests for reimbursement must be submitted by SUB-GRANTEE using Invoice Template provided. Invoicing procedures include:

- Program Delivery back-up documentation for personnel and other direct costs must be retained by the SUB-GRANTEE and provided upon request.
- Final payment for Program Delivery will be made to SUB-GRANTEE upon completion of Project Deliverables and final reporting requirements as outlined in ATTACHMENT A.
- Up to 90 days of Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in ATTACHMENT A.
- Invoicing for Project Implementation Costs must be accompanied by contractor/vendor invoices.
- All invoices, including contractor invoices, must be signed by SUB-GRANTEE to certify accuracy of costs.
- All payments by the SWCRPC under this Agreement will be made in reliance upon the accuracy of all submissions by the SUB-GRANTEE.
- Deliverables are to be submitted along with or prior to request for reimbursement of related project expenses.
- All match, if applicable, must be provided on a signed Form 430-M with proper support documentation with each invoice.

C. Budgets, Cost Overruns and Contractor Fees.

- The Budget is reflected in this attachment. Sub-grantee is required to review the Project Implementation portion of this budget, following procure of services, and shall inform SWCRPC if the anticipated cost will vary by more than 10%.
- Cost overruns will require an amendment to this agreement and will be contingent upon the availability of funds.
- Interest charge for late payment of invoices is not an eligible expense under this agreement.
### PROJECT BUDGET

**VT DEC GRANT #:** 2019-CWF-IMP-03  
**SUB-GRANT #:** CVRPC-2019DIBG-02

Sub-Grantee: **CVRPC**

Project Name: **Berlin Town Office & Garage Stormwater Implementation**

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Project Budget Amount*</th>
<th>Funding Amount Requested</th>
<th>Total Match Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Program Delivery Costs**</td>
<td>$6,166</td>
<td>$6,166</td>
<td></td>
</tr>
<tr>
<td>2 – Project Implementation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2a - Project Costs for Design and/or Implementation (MS4 – match 50%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2b - Project Costs for Design and/or Implementation (non – MS4)</td>
<td>$62,930</td>
<td>$61,950</td>
<td>$980</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$69,096</strong></td>
<td><strong>$68,116</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

* This is a maximum budget amount unless agreement is amended for budget revisions. As this is in the small project category reimbursement may be a $0.01 less than maximum.

** Program Delivery Cost Budget is based on Project Funding Amount Requested and may be adjusted with adjustments to Project Cost Budget.

Estimated Project Completion Date is anticipated by: ____________________________
ATTACHMENT C
STANDARD STATE PROVISIONS FOR
SUBCONTRACTS AND SUBGRANTS

1. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

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

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

4. **Taxes Due to the State:**

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

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

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

   D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
5. **Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

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

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

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

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

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

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

(End of Standard Provisions)
Attachment D
Other Grant Agreement Provisions (where applicable)

1. **Performance Reporting:** The required final performance report requirements and templates for this agreement is provided in the link below. If a grant agreement involves project implementation, additional reporting at the best management practice (BMP) level may be required. Fillable formats of performance report templates are available at: [http://dec.vermont.gov/watershed/cwi/grants](http://dec.vermont.gov/watershed/cwi/grants)

2. **Required Deliverable for Project Identification:** As stated in the grant agreement’s table of deliverables, all scoping grants involving project identification and prioritization are required to complete a table listing each project identified. Contact your grant manager for the table template. The table will be used to incorporate projects identified and prioritized into Vermont Tactical Basin Plan Implementation Tables.

3. **Required Deliverable for Outreach Activities:** As stated in the grant agreement’s table of deliverables, all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings) are required to complete the Clean Water Outreach Efforts nFORM within one week of each event taking place. This online form and corresponding instructions are available at: [http://dec.vermont.gov/watershed/cwi/grants](http://dec.vermont.gov/watershed/cwi/grants)


5. **Match Documentation:** If the project requires match, all match must be documented and reported using the Form 430-M ([http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx](http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx)) and should be submitted at the close of the project with the final invoice.

6. Agriculture projects must first pursue other funding sources (e.g., Agency of Agriculture, Food and Markets and U.S. Department of Agriculture) before pursuing CWIP funds. Except for the Municipal Roads Grants-in-Aid program, road projects must first pursue other funding sources (e.g., Agency of Transportation) before pursuing CWIP funds.


8. For information regarding the Municipal Separate Storm Sewer System (MS4) General Permit, see: [http://dec.vermont.gov/watershed/stormwater/permit-information-applications-fees/ms4-permit](http://dec.vermont.gov/watershed/stormwater/permit-information-applications-fees/ms4-permit).
Attachment E
Ineligible Expenses and Required Match*

Ineligible Expenses:

- Purchase of tools and/or equipment;
- Office supplies such as, but not limited to, computers, cell phones, etc.;
- Uniforms/staff apparel;
- Food/beverage/event space costs (such as for a meeting);
- AmeriCorps host site or member costs;
- Expenditures that occurred before the award date (unless granted a 90-day pre-award approval from the State prior to agreement execution) or after the end date of the block grant agreement timeframe;
- General outreach and/or education;
- Political advocacy;
- Fundraising; and
- Grant writing.

Required Match:

Match requirements vary by project type (the State will provide a spreadsheet of “Design/Implementation Block Grant (Year 2 Pilot) Eligible Project Types, Standards, Milestones & Deliverables”). Natural resource projects (forestry, rivers, and lakes sectors) do not require match. The State requires 50% local match (cash or in-kind) for MS4 stormwater projects. MS4 stormwater projects are located in the MS4 communities listed below and support implementation of MS4 required flow restoration plans and phosphorus control plans.

Eligible match sources are listed below. These costs must be incurred within the time-frame of the block agreement dates:
- In-kind contributions such as time, transportation, and other organizational costs directly related to the project;
- Cash contributions from other funding sources (state funds not eligible);
- Land Acquisition;
- Equipment; and
- AmeriCorps member time (host site fee/1,700 hours x number of hours worked on the project).

Ineligible match funding sources include:
- Funds already provided as match to other state or federal projects;
- State funds;
- Expenses that occurred before or after the duration of the block grant agreement;
- Expenses related to political advocacy;
- Expenses related to fundraising; and
- Expenses related to grant writing.

* Per 2019-CWF-IMP-03 SWCRPC Grant Agreement
Attachment F

Project Reporting, Project Standards, Milestones, Deliverables and Performance Measures*

Project Name/Subgrant #: Berlin Town Office & Garage Stormwater Implementation / CVRPC-2019DIBG-02

Project Sector/Type/Phase: Stormwater/Implementation

Interim Progress Reporting (IPR):
Quarterly Progress Reports are to be submitted using Interim Report Template to be provided. If no progress has been made during the reporting period, please still submit an IPR and state ‘no progress was made during this period.’ First IPR will be due on the first date following date of this Sub-Grant Agreement.

<table>
<thead>
<tr>
<th>Interim Report</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Progress Report 1</td>
<td>March 15, 2020</td>
</tr>
<tr>
<td>Interim Progress Report 2</td>
<td>June 15, 2020</td>
</tr>
<tr>
<td>Interim Progress Report 3</td>
<td>September 15, 2020</td>
</tr>
<tr>
<td>Interim Progress Report 4</td>
<td>January 15, 2021</td>
</tr>
<tr>
<td>Interim Progress Report 5</td>
<td>April 15, 2021</td>
</tr>
<tr>
<td>Interim Progress Report 6</td>
<td>August 15, 2021</td>
</tr>
<tr>
<td>Interim Progress Report 7</td>
<td>November 15, 2021</td>
</tr>
</tbody>
</table>

Required Project Standards:
1. Must follow the 2017 stormwater manual for more technical aspects and guidance for design.
2. For final design & construction projects in the Lake Champlain or Lake Memphremagog watersheds calculate the nutrient reduction by using the on-line Stormwater Treatment Practice calculator. Phosphorus reductions are not needed for projects outside these basins. All projects should either provide treatment of the Water Quality Volume (1 inch, 24-hour storm), or if that is not possible due to site constraints, they must maximize treatment of runoff to the extent practicable.
3. For jurisdictional projects, ensure compliance with permits.

Technical Support Contact Information:
1. Hank Ainley, 802-490-6119, david.ainley@vermont.gov.
2. Helen Carr, 802-490-6170, helen.carr@vermont.gov.
3. Jim Pease, 802-490-6116, jim.pease@vermont.gov.
Milestones, Deliverables and Performance Measures:

<table>
<thead>
<tr>
<th>Sector</th>
<th>Project Type &amp; Phase</th>
<th>Project Type Definition</th>
<th>Required Performance Measures</th>
<th>Required Milestones</th>
<th>Required Deliverables (documentation of milestones)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stormwater</td>
<td>Implementation</td>
<td>Implementation of stormwater management practice(s) that collect, store, infiltrate, and filter runoff that contains nutrient and sediment pollution from hard surfaces associated with developed/urban/suburban areas. Permit(s) and operation and maintenance plan agreement(s) are in place prior to construction.</td>
<td>Acres of impervious surface treated and/or acres of impervious area removed (if applicable)</td>
<td>1. Project initiated; RFP issued (if applicable). 2. Contractor selected (if applicable). 3. Permit documentation (if applicable). 4. Implementation update(s); BMP(s) implemented. 5. O&amp;M plan created and signed. 6. Project complete.</td>
<td>1. Copy of RFP (if applicable); photo(s) of site(s) pre-implementation. 2. Signed executed contract; statement of reasoning for contractor selection (if applicable). 3. Permit documentation (if applicable). 4. Interim report - includes summary of work to date, percent progress, construction photo(s). 5. Signed 10-year minimum O&amp;M plan agreement. 6. Final Performance Report, BMP reporting (one report template for each BMP indicate BMP status as constructed); press release with distribution documentation; post-implementation photo(s).</td>
</tr>
</tbody>
</table>

*Deliverables and Performance Measures per [DEC Design Implementation Block Grant Project Table](#)

**ERP Expectations for Construction Projects per ERP Project Design Terminology and Guidance**

Design professionals/engineers play an important role during the construction phase of a project as they help ensure that installed practices are completed to specification. They also provide guidance when project conditions are different from what was expected or assumed. Quantify and describe in final reporting water quality benefits: nutrient (phosphorus and/or nitrogen), sediment pollution reduction; any co-benefits including AOP, aquatic and riparian habitat, other pollution reduction, and mitigation of flooding.

a. Pre-construction
   - Control and tenure documentation
   - Proof of permits
   - Maintenance agreement(s)
   - Photos with a minimum resolution of 1600x1200
   - Easement agreements

b. Construction
   - Construction oversight and inspection with reports
   - Photos with a minimum resolution of 1600x1200

c. Post-construction
   - As-built drawings or original designs with a list of change orders describing construction changes
   - Maintenance checklist
   - Photos with a minimum resolution of 1600x1200
   - Brief project summary

Revised Text
May 19, 2020

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

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

Dear Andres:

The Central Vermont Regional Planning Commission (CVRPC) accepts your proposal for the Moretown Elementary School Stormwater Final Design, dated April, 2020. The total cost estimate for this work is $31,958.00

Under the terms of our Master Agreement, dated May 16, 2019, this acceptance letter, your proposal, previous addendums, and the Master Agreement comprise the Stormwater Planning and Engineering Services contract for this project.

We look forward to working with you on this project.

Sincerely,

Bonnie Waninger
Executive Director

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

<table>
<thead>
<tr>
<th>Part 1 – Contract Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SECTION 1 - GENERAL CONTRACT INFORMATION</strong></td>
</tr>
<tr>
<td>Original □</td>
</tr>
<tr>
<td>Task Amount: $31,958.00</td>
</tr>
<tr>
<td>Total Master Contract Value: $66,883.00</td>
</tr>
<tr>
<td>Contract Type: Cost Reimbursement □ Fixed Price ☑ Other □ (please specify)</td>
</tr>
<tr>
<td><strong>SECTION 2 – CONTRACTOR INFORMATION</strong> (to be completed by CVRPC)</td>
</tr>
<tr>
<td>Contractor Duns: 063197911</td>
</tr>
<tr>
<td>DUNS Registered Name <em>(if different than Contractor Name above)</em>:</td>
</tr>
<tr>
<td>SAM checked for DUNS Suspension and Debarment Exclusions <em>(<a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a></em> Print Screen Must be Placed in Contract File)*</td>
</tr>
<tr>
<td>Date: 04/30/20</td>
</tr>
<tr>
<td>Date: 04/30/20</td>
</tr>
<tr>
<td>Risk Assessment completed <em>(Questions for contractor at ......\Forms\Risk Assessment_Contractor Questions.docx. Staff completes assessment at ......\Forms\Risk Assessment_Contractor.docx. Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)</em></td>
</tr>
<tr>
<td>Date: 05/04/20</td>
</tr>
<tr>
<td>Single Audit check in Federal Audit Clearinghouse <em>(<a href="https://harvester.census.gov/facdissem/Main.aspx">https://harvester.census.gov/facdissem/Main.aspx</a>. Print screen must be placed in contract file)</em></td>
</tr>
<tr>
<td>Date: 04/30/20</td>
</tr>
<tr>
<td>IRS Form W9 - Request for Taxpayer Identification Number and Certification <em>(Contractor must complete a Form W-9. Form must be placed in contract file.)</em></td>
</tr>
<tr>
<td>Date: 05/04/20</td>
</tr>
<tr>
<td>Certificate of Insurance <em>(Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)</em></td>
</tr>
<tr>
<td>Date: 050/4/20</td>
</tr>
<tr>
<td>Will the Contractor Charge CVRPC for Taxable Purchases?</td>
</tr>
<tr>
<td>[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]*</td>
</tr>
<tr>
<td>Date: 04/09/19</td>
</tr>
<tr>
<td>Contract Total Value exceeds $250,000?</td>
</tr>
<tr>
<td><em>(Contractor must provide list of all proposed subcontractors and subcontractors’ subcontractors and the identity of those party’s worker compensation providers)</em></td>
</tr>
<tr>
<td>Date: 04/30/20</td>
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</tbody>
</table>
### Part 1 – Contract Detail

#### SECTION 3 – FUNDING SOURCE

<table>
<thead>
<tr>
<th>Funding Type:</th>
<th>Federal</th>
<th>CFDA #:</th>
<th>Program Title:</th>
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<td></td>
<td></td>
<td>Federal Awarding Agency:</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Project Description:</td>
</tr>
<tr>
<td>State</td>
<td></td>
<td>Contract #:</td>
<td>2019-ERP-D-3-03</td>
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<tr>
<td>Other</td>
<td></td>
<td>Source:</td>
<td></td>
</tr>
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</table>

#### SECTION 4 – CONTACT INFORMATION

**CVRPC**

<table>
<thead>
<tr>
<th>Project Contact/Coordinator</th>
<th>Name: Pamela DeAndrea</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Senior Planner</td>
<td></td>
</tr>
<tr>
<td>Work Phone: 802-229-0389</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:deandrea@cvregion.com">deandrea@cvregion.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Finance/Billing</th>
<th>Name: Nancy Chartrand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Office Manager</td>
<td></td>
</tr>
<tr>
<td>Work Phone: 802-229-0389</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:chartrand@cvregion.com">chartrand@cvregion.com</a></td>
<td></td>
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</tbody>
</table>

**CONTRACTOR**

<table>
<thead>
<tr>
<th>Project Contact/Manager</th>
<th>Name: Andes Torizzo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Principal</td>
<td></td>
</tr>
<tr>
<td>Work Phone: 802-497-2367</td>
<td></td>
</tr>
<tr>
<td>Cell Phone (if applicable):</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:andres@watershedca.com">andres@watershedca.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Finance/Billing</th>
<th>Name: Andes Torizzo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Principal</td>
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</tr>
<tr>
<td>Work Phone: 802-497-2367</td>
<td></td>
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<td>Email: <a href="mailto:andres@watershedca.com">andres@watershedca.com</a></td>
<td></td>
</tr>
</tbody>
</table>

Address if different than Section 1):

| Mailing: | |
| City/State/ZIP: | |

The portions of Part 1 – Contract Detail items not noted above have not been changed and remain as presented in the original Master Agreement.
Article 6 – Compensation

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

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Deliverable(s)</th>
<th>Due Date</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Kickoff Meeting</td>
<td>Meeting attendance, meeting minutes</td>
<td>July 3, 2020</td>
<td>$890</td>
</tr>
<tr>
<td>2. 60% Engineering Design</td>
<td>2.1 60% Design topographic survey map, existing conditions plan, soils report, and 60% landscaping plan</td>
<td>December 13, 2020</td>
<td>$12,295</td>
</tr>
<tr>
<td></td>
<td>2.2 60% Design Report</td>
<td>January 31, 2021</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Summary Report including cost estimates, permit needs, O&amp;M needs, treatment efficiencies, and site photos</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3 Design Review Meetings</td>
<td>Meeting attendance and meeting minutes</td>
<td>March 27, 2021</td>
<td></td>
</tr>
<tr>
<td>3. 90% Engineering Design</td>
<td>3.1 90% Design and Summary Report</td>
<td>April 30, 2021</td>
<td>$10,444</td>
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<tr>
<td></td>
<td>Updated 90% design and Summary Report including cost estimates and updated 90% landscaping plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2 Design Review Meetings</td>
<td>Meeting attendance and meeting minutes</td>
<td>May 29, 2021</td>
<td></td>
</tr>
<tr>
<td><strong>Milestone</strong></td>
<td><strong>Deliverable(s)</strong></td>
<td><strong>Due Date</strong></td>
<td><strong>Cost</strong></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------</td>
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</tr>
<tr>
<td>4. 100% Design and Summary Report</td>
<td>100% Designs, updated Summary Report, updated cost estimate, bid documents, BMO storage and treatment values needed for VTDEC BMP Implementation Final Report, final landscaping plan</td>
<td>June 25, 2021</td>
<td>$7,829</td>
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<td>5. Educational Sign</td>
<td>Educational Sign (digital format)</td>
<td>May 29, 2021</td>
<td>$500</td>
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**Total** $31,958

The portions of Part 2 – Contract Agreement items not noted above have not been changed and remain as presented in the original Master Agreement.
Moretown Elementary School Stormwater Mitigation
Final Design

Scope of Work and Cost Proposal

SUBMITTED TO:

Pam DeAndrea
Central Vermont Regional Planning Commission
29 Main Street Suite 4
Montpelier, VT 05602
(802) 229-0389
cvrcpc@cvregion.com

SUBMITTED BY:

Andres Torizzo
Watershed Consulting Associates, LLC
208 Flynn Ave Suite 2H | PO Box 4413
Burlington, VT 05406
(802) 497-2367 | www.watershedca.com
Background and Context

Five high priority sites were identified in the Town of Moretown, Vermont during the Stormwater Master Planning (SWMP) effort completed by Watershed Consulting Associates (Watershed) in 2018 and 2019. Of these five sites, the CVRPC has acquired funding for final design of the project located at the Moretown Elementary School. The final design is funded through the Vermont Department of Environmental Conservation (VT DEC) Ecosystem Restoration Program (ERP). This site is a highly visible publicly owned site in the Town and is considered a high priority site in need of stormwater management.

The Moretown Elementary School is located along Route 100B, a VTrans road, on the southeast side of the road. To the north of the site, the Moretown Town Clerk’s Office is located. A large hill is located to the south and east of the school building, and because of this, significant water flows down the hill and accumulates along the school’s foundation. Flooding has happened several times in both the school building and on the school’s grounds. The parking lot, which serves both the school and the Town Clerk’s Office, is in poor condition with significant ponding, puddling, rutting, and erosion (Figure 1). Currently, the majority of stormwater from the site is collected in a stormline that runs down Route 100B and is discharged to the Mad River without treatment. Some of the site (primarily the sports fields and hillside upslope of this area) is discharged to Doctors Brook, which runs along the northeastern side of the site.

The final design for this site will reduce erosion, sedimentation, and stormwater volume and velocity. To meet these goals, three stormwater management practices are proposed for this site: a gravel wetland and two sand filters. The gravel wetland would be located in the greenspace by the Town Clerk’s office (Figure 2) and would manage the stormwater from school’s parking lot and a portion of the school’s roof. The two sand filters would manage two primarily pervious areas— one along the western side of the school building and another by the sports fields in the existing wide swale that drains to Doctors Brook. There was a previously developed plan for this site that was not funded for final design (due to a low cost to total phosphorus removal ratio). School and municipal officials have expressed their support for implementation of stormwater management practices on the site. An educational sign was recommended to inform the public, including Elementary School students, about the practices.

Project stakeholders include the Town of Moretown Selectboard, the Moretown Elementary School, the Harwood Unified Union School District, and potentially the Vermont Agency of Transportation (VTrans). VTrans is responsible for Route 100B and has recently been working on a sidewalk project that included new stormwater infrastructure that may impact this project.
Approach

The project team will meet with all stakeholders for the project and ensure that the practices meet the goals of the Town, the School, and the CVRPC. The 30% designs will be updated through several iterations (60%, 90%, 100%) and these designs will meet the requirements of the Vermont Stormwater Management Manual. The project team is familiar with the potential permitting hurdles associated with this project due to its location within the Special Flood Hazard Area and, as Ned Swanberg of the VT DEC River Corridor and Floodplain Protection Program noted during initial project review, would require a permit under the Flood Regulations of the Town of Moretown. However, he also confirmed at that time that it would not require a State Hazard Area permit as it is consistent with their recommendations. It is our team’s intention to follow up on these potential permitting hurdles at the project’s onset to ensure that no unexpected issues arise as the design develops.

In addition to completing 100% engineering designs and all tasks requested under the Moretown Elementary School request for scope of work, our team is proposing several tasks above and beyond these requirements as we feel that these additional deliverables will provide the clients with a more useful product that will more easily gain community support and communicate the design elements. As this area is a high visibility site in the Town and is regularly accessed by the public, the aesthetics of the practices are important, both for support of these practices, but also to educate the public about stormwater management and encourage additional practice implementation, even at the homeowner level. The proposed additional tasks include a full landscaping plan created by the professionals at SE Group and an educational sign to convey the design and the importance of stormwater management to the public. During the kick-off meeting, ideas about how the practices should be incorporated into the school campus will be explored, including the potential for educational components such as an outdoor classroom. The team will also request input on the educational sign to ensure that the sign meets the needs of the community.

The Friends of the Mad River and the Ridge to River Taskforce have agreed to assist the team to add community level context to the design work, helping the team to integrate this project in the overall planning for flood resilience and stormwater management across the Mad River watershed. The Town of Moretown is critical to the overall resiliency and water quality of the larger Mad River watershed.

Scope of Work

Task 1. Kickoff Meeting

A kickoff meeting will be held with the CVRPC, Moretown Elementary School representatives, and Town of Moretown representatives to discuss the project including a review of the 30% design, the schedule for the project, and commitment for future operations and maintenance, which will be critical for the long term functionality of the project. This meeting will either be held in person or remotely depending on COVID-19 concerns. Watershed will catalog any comments on the existing 30% design for the site and any other remarks or concerns. If the meeting can be held on site, a site walk will follow the meeting. SE Group will also attend this meeting to discuss the goals for the landscaping plan including the desire to include educational components into the designs and the preferred aesthetic.

Prior to the kickoff meeting, the existing 30% design plan will be briefly reviewed. As Watershed completed initial and more in-depth site investigations, developed the 30% design, and completed site walks with stakeholders, we have already completed a thorough review of all available data for these sites.
It is expected that the CVRPC will schedule this meeting and provide input to the project team on updates to the 30% design, project schedule, landscaping plan, and other project details.

**Deliverable:** Meeting attendance and meeting minutes  
**Timeline:** June 26, 2020

### Task 2. 60% Engineering Design

#### Task 2.1 60% Design

The primary elements of the 60% design process in accordance with Ecosystem Restoration Program (ERP) Design Terminology and Guidance are:

- Update of 30% drawings and specifications with increased detail and necessary changes based on geotechnical assessment
- Overview of regulatory requirements and steps necessary to obtain permits
- Cost projection for construction, permitting fees, or any other costs associated with implementation
- Stakeholder engagement with respect to the design and implementation process

Under this task, the project team will use information from the kickoff meetings and site visits to update the design as necessary. Additional site survey and soils investigations will be necessary beyond what was originally done to facilitate 30% designs, and these will be conducted during this task and that information used to inform designs. If soils are found to be favorable for infiltration, the concepts will be updated to reflect this information.

Permitting needs will also be further reviewed during this time with respect to:

- River Corridor, Floodplain, Special Flood Hazard Area Review
- Local Zoning (Town of Moretown’s flood regulations)
- Stormwater (inclusive of Construction General Permit (CGP) Erosion Prevention and Sediment Control (EPSC) Plan)
- VTrans 111 permit

SE Group will review the 60% Engineering Design set with Watershed and establish a landscape plan for the site that coordinates with the required engineering elements and preferences of stakeholders. Given the need to present the design to the public, SE Group intends to develop a more graphic plan with recommendations on planting and layout. SE Group will also prepare a preliminary cost estimate in addition to the overall cost estimate developed by Watershed.

It is expected that the CVRPC will provide feedback to the project team on the design.

**Deliverable:** 60% Design, topographic survey information, existing conditions plan, soils report, 60% landscaping plan  
**Timeline:** December 13, 2020
Task 2.2 60% Design Report
A summary report will be provided including a design summary that includes site conditions and constraints, operation and maintenance requirements, a permitting summary, a cost estimate, a benefit summary (pollutant removal (total phosphorus and sediment removal), stormwater volume managed, impervious cover managed, total drainage area, and pervious cover managed), a map of the site with practice drainage areas shown, and site photos.

Deliverable: Summary report including cost estimates, permit needs, O&M needs, treatment efficiencies, and site photos
Timeline: January 31, 2021

Task 2.3 Design Review Meetings
Once the 60% design has been completed, with updated permit needs and cost projections, design review meetings will be held with the project Stakeholders to discuss if any changes to the designs are needed. The project team will meet with stakeholders individually or in a joint meeting (or a combination thereof) depending on stakeholder preference and availability (again, these meetings can be held virtually if needed). The anticipated Stakeholders are the Moretown Elementary School, the Harwood Unified Union School District, and possibly VTrans. Once the 60% design is approved by the Stakeholders, Watershed will present the design to the Moretown Selectboard for comment and approval. Any changes, if and when applicable, will be incorporated into the 90% design.

It is expected that the CVRPC will schedule the design review meetings and arrange for the project team to attend the Selectboard meeting.

Deliverable: Meeting attendance and meeting minutes
Timeline: March 27, 2021

Task 3. 90% Engineering Design
Task 3.1 90% Design and Summary Report
The primary elements of the 90% design process in accordance with ERP Design Terminology and Guidance are:

- Updates to 60% drawings and specifications such that they are ready for regulatory agency review for permitting, etc.
- Contract bidding documents to include general conditions, supplementary conditions, proposed project schedule, specifications, and exceptions to standards where applicable.

The summary report prepared in the previous task will be updated to reflect the revised designs. This may include updates to the design summary, treatment efficiency, cost estimate, or any other elements of the 60% summary reports. SE Group will also move the 60% landscaping plan into a more detailed (90%) form with specifications and update cost estimates as necessary.

It is expected that the CVRPC will provide feedback to the project team on the design.

Deliverable: Updated 90% design and updated summary report including cost estimates, updated 90% landscaping plan
Timeline: April 30, 2021
Task 3.2 Design Review Meetings

Following completion of the 90% design materials, design review meetings will be held with the project Stakeholders (Moretown Elementary School, the Harwood Unified Union School District, and possibly VTrans) to discuss any updates made from 60% to 90% design levels, revisions incorporated, and any updated permitting issues. The contract bidding documents will also be reviewed at this time and suggestions for revision taken for future incorporation. Once approved, the 90% designs will be presented to the Selectboard and the School Board for approval. Once meetings are complete, designs will be updated, if need be, based on feedback received from project stakeholders.

It is expected that the CVRPC will schedule the design review meeting, arrange for the project team to attend the Selectboard meeting,

**Deliverable:** Meeting attendance and meeting minutes

**Timeline:** May 29, 2021

---

Task 4. 100% Design and Summary Report

The primary elements of the 100% design process in accordance with ERP Design Terminology and Guidance are:

- Final stamped design drawings updated from 90% with any revisions incorporated
- Final bid documents prepared
- Permit applications submitted for regulatory agency review
- Final cost projection

Any necessary changes from the 90% plans will be made. Bidding documents will be updated based on feedback received at the 90% design review meeting, and costs will be updated to reflect the finality of the designs and scope of work outlined in the bidding documents. Summary reports will be updated as necessary.

SE Group will complete and finalize the landscaping design based on feedback and prepare a bid set, suitable for use by a qualified landscape contractor.

The BMP Implementation Final Report for Stormwater Practices form will also be filled out for the practice.

The final design materials will be submitted, along with completed construction permits as applicable. Permit fees will be paid by the permittee (to be determined during the project design process).

**Deliverable:** 100% design, updated summary report, updated cost estimate, bid documents, BMP storage and treatment values needed for VTDEC BMP Implementation Final Report, final landscaping plan

**Timeline:** June 25, 2021

---

Task 5. Educational Sign

A supplemental task proposed by Watershed is development of educational sign for the project tailored to the final design. An example sign prepared by Watershed for a bioretention facility at the Town of St. Albans municipal offices can be found at this link: [https://tinyurl.com/utv2any](https://tinyurl.com/utv2any). The sign, in a digital format that the CVRPC can print during the implementation phase, is proposed to be completed prior to the final
deliverables. The sign will be customized to the site with input and review from project stakeholders to ensure that the sign meets the goals of the community.

<table>
<thead>
<tr>
<th>Deliverable: Educational Sign (digital format)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timeline: May 29, 2021</td>
</tr>
</tbody>
</table>

**Qualifications**

Watershed Consulting Associates, LLC (Watershed) has been a leader in the State on stormwater retrofitting and has led designs for gravel wetland treatment features in Vermont for over a decade, including one of the first gravel wetlands to treat stormwater from a VTrans park and ride in St. Albans, Vermont in 2009. Since that time, Watershed Consulting has worked with a diverse group of partners and stakeholders to design numerous gravel wetlands, sand filters, and other types of treatment features. Watershed has successfully worked for VTrans, designed projects to VTrans standards, and obtained 1111 permits for the completion of stormwater management projects.

Watershed is a Burlington, Vermont-based environmental consulting firm specializing in stormwater management, practice design, geospatial planning, water quality investigations, and data analysis. Watershed has been selected by the CVPRC for ongoing planning and engineering services. Additional materials about the company are available upon request. This project will be completed in accordance with the Master Agreement between Watershed and CVRPC.

Watershed will be the primary consultant for this project. Staff working on this project already included in the CVRPC Stormwater and Engineering RFQ will include Watershed Principal Andres Torizzo and GIS Manager Kerrie Garvey. Water Quality Specialist Sebastian Strong, who was not included in the original CVRPC Stormwater and Engineering RFQ, will also work on the project. His qualifications are described in his attached resume.

Watershed is proposing to partner with two subcontractors for this project, Civil Engineering Associates (CEA) and SE Group. Watershed has worked closely with both CEA and SE Group on multiple projects in recent years and find that CEA’s extensive engineering experience and survey expertise coupled with SE Group’s landscape architecture expertise have been assets on similar past projects.

Examples of our past collaboration with CEA include design of stormwater infiltration systems on commercial properties such as multiple Maplefields convenience stores around the State and design of stormwater retrofits for several Vermont elementary schools including Hunt Elementary, Edmunds Elementary, C.P. Smith Elementary, and Champlain Elementary. Our team is also currently working on completing final designs for three sites in Berlin, Vermont.

Watershed and SE Group have also had a strong working relationship in the past including completing the Central Vermont Stormwater Master Plan (Phase 2), which identified the project at Moretown Elementary School, and a recently completed master planning project for the downtown core of Montpelier, Vermont.

**Civil Engineering Associates**

Civil Engineering Associates was founded in 1970 and operates out of offices in South Burlington, Vermont. Since its inception the firm has successfully undertaken more than 7,500 projects for a wide variety of state, municipal, and private sector clients. Civil Engineering Associates has experienced steady growth and currently employs a staff of 16 including four Registered Professional Engineers, two Engineers-in-Training, two registered Land Surveyors, one Party Chief, two technicians and three experienced CADD operators.

CEA’s services are broadly categorized under the areas of Civil Engineering, Land Surveying, and Construction observation. The two applicable categories are expounded upon below.
Civil Engineering - The firm is experienced with all aspects of engineering project development including site investigations, preliminary and detailed design, and services during construction. Major engineering practice areas are:

- Feasibility Studies
- Foundations and Structures
- Site Development
- Water Supply and Wastewater Disposal
- Traffic Engineering and Roadway Design
- Permitting Assistance

Land Surveying - The surveying staff includes two Registered Land Surveyors and several skilled surveying technicians. Projects undertaken have ranged from single lot surveys to large commercial, industrial, and residential subdivisions. In addition to land surveying, CEA has extensive experience with surveying related to engineering design and construction layout.

Dave Marshall, P.E., (Project Manager of Civil and Structural Engineering) has confirmed that based on the size of this project and CEA’s current projects that it will have the capacity to complete the scope of work required. CEA is currently authorized as a single source contractor for both the VTrans Maintenance Division and the VT Army National Guard due in part to its financial stability.

Please see Dave Marshall and Mary Ann Burke’s attached resumes for their individual qualifications.

SE Group

SE Group is a strategic planning, permitting, and design firm that has completed over 2,500 projects, bringing the expertise, perspective, and pragmatism it takes to achieve the desired results. The team is seasoned and multi-disciplinary: it includes strategists, planners, landscape architects, economic analysts, designers, environmental experts, and community engagement specialists working in four key areas:

- Community planning
- Landscape architecture
- Resort planning and design
- Environmental planning and permitting services

Their experience has taught them that one of the most critical factors and drivers of success is a truly collaborative and open approach. This perspective is one of the hallmarks of their work, and they bring this to each of their relationships, whether it is with clients or stakeholders, regulators or project team members. As a team, SE Group loves what they do, and bring that enthusiasm, inspiration, and energy to working with clients, solving the thorniest problems, and bringing great ideas—big and small—to life.

SE Group was established in 1958 in New Hampshire and presently has three offices (Burlington, Vermont, Frisco, Colorado, and Salt Lake City, Utah). The team of approximately 32 professionals and annually works on upwards of 100 individual projects with local, state, and federal agencies, institutions, private organizations, and non-profits. SE Group has the financial and staffing capacity to complete the work under their proposed scope.

SE Group’s Landscape Architecture Studio has developed the insight that comes from deep experience in working with diverse constituencies, in fragile environments and challenging conditions. They excel at partnering, knowing it yields results for the project team, the clients, and those who will use the space in the long-term. Their design work is rooted in their love and appreciation of beautiful outdoor spaces, and the knowledge that their work is part of a bigger picture, a larger design, and the daily life of a greater community—for today, and for generations to come. SE Group brings skill, creativity, perspective, and a truly collaborative approach to each of our projects. Our work is characterized by:

- Thoughtful, essential, human-centered design that elevates a place, is functional and works for those maintaining the spaces
- Responsiveness to and active engagement with context and community, people and place
- Long-term durability (of both design and implementation)
- Creativity and innovation in both function and form
- Attention to detail and nuance that bring to life the unique character of a place
• Environmental sensitivity – recognizing that constraints provide opportunities

The SE Group team will include Patrick Olstad, Registered Landscape Architect, and Liz Grades, Designer. Please refer to their attached resumes for their individual qualifications.

Project Examples

Civil Engineering Associates

CEA has significant design experience and additional qualifications can be provided upon request. Included below is a brief summary of school-related experience:

Allen Brook School - Williston, VT: Provided full site and utility design for the new Allen Brook School including accommodations for phased expansion.

Lake Champlain Waldorf School - Shelburne, VT: Provided full permitting, site and utility design for the new elementary and middle school. Provided supplementary site permitting and construction observation services for each phase of construction.

Winooski High School - Winooski, VT: Provided site design for expanded parking facility, building addition, circulation and drainage improvements.

Edmunds/Barnes/Hunts/CP Smith - Burlington, VT: General renovations & structural improvements.

South Burlington High School - S. Burlington, VT: Redesign the entry circulation drive and drainage system at the front of the school. Complete reconstruction of student lot. Athletic field improvements and interior structural improvements.

SE Group

Rumney Memorial School
Montpelier, Vermont

SE Group worked with Stone Environmental in developing a naturalized playground for the school. This project was a renovation of an existing playground with site stormwater and drainage challenges. We collaborated with the design team and the school to develop a program for the outdoor play spaces and stormwater management plan. The stormwater design was an important element of this concept design, looking for a way to develop an integrated solution to provide a teaching and learning opportunity for the school. The project is detailed at: http://winooskinrcd.org/work/urban-conservation/.

Central Vermont Stormwater Master Plan Phase 2
Central Vermont (8 municipalities)

SE Group provided support to partners Watershed and Aldrich and Elliott to complete two stormwater master plans (SWMPs) for eight municipalities in central Vermont including Calais, Duxbury, East Montpelier, Moretown, Fayston, Waitsfield, Warren, and Woodbury for the CVRPC with support from the Friends of the Mad River. SE Group created visually appealing site renderings for high priority sites including the Moretown Elementary School.
Cost Proposal

A proposed cost table is included below.

<table>
<thead>
<tr>
<th>Task #</th>
<th>Category &amp; Task</th>
<th>Title</th>
<th>Rate ($/hr)</th>
<th>Watershed Consulting</th>
<th>CEA</th>
<th>SE Group</th>
<th>Mileage ($0.585/mi)</th>
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<td>1</td>
<td>Task 1. Kickoff Meeting</td>
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<td>2.1 60% Design and Existing Conditions</td>
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<td></td>
<td>2.2 60% Design Summary Report</td>
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<tr>
<td></td>
<td>2.3 60% Design Review Meetings</td>
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<td>4.2 100% Design Review Meetings</td>
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</tr>
<tr>
<td>5</td>
<td>Task 5. Educational Signage</td>
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<td>19,959.60</td>
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Schedule

All tasks are proposed to be completed within the timeframe requested. The table below illustrates the proposed timeline.
## Moretown School Stormwater Retrofit Project
### Cost Proposal
### Watershed Consulting

<table>
<thead>
<tr>
<th>Task #</th>
<th>Category &amp; Task</th>
<th>Rate ($/hr)</th>
<th>Watershed Consulting</th>
<th>CEA</th>
<th>SE Group</th>
<th>Mileage ($0.575/mi)</th>
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<td>Task 1. Kickoff Meeting</td>
<td>160</td>
<td>A. Torizzo (Principal)</td>
<td>K. Garvey (GIS Manager)</td>
<td>S. Strong (Water Quality Specialist)</td>
<td>D. Marshall (Project Engineer)</td>
<td>M. Burke (Drafting)</td>
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<td>160</td>
<td>2.1 60% Design and Existing Conditions</td>
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<td>Task 5. Educational Signage</td>
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<td>$6,175</td>
<td>$2,336</td>
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MEMO

Date:     May 7, 2020
To:       Executive Committee
From:     Nancy Chartrand, Office Manager
Re:       FY21 Dental Benefit

ACTION REQUESTED: Approve CVRPC’s FY21 dental benefit to maintain the existing dental policy and 100% employer contribution.

For all plans sourced through VLCT, Delta Dental has enacted a rate hold on the group coverage so there is no increase in rates for the FY21 renewal.

There is no change in CVRPC’s cost from FY20 to FY21.

<table>
<thead>
<tr>
<th>Category</th>
<th>FY20 Actual (June projected)</th>
<th>FY21</th>
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<td>Annual Premium</td>
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<td>2 Persons</td>
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<td>3+ Persons</td>
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<tr>
<td>CVRPC Total Cost by Fiscal Year</td>
<td>$6,712.30</td>
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</table>
MEMO

Date: May 18, 2020
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Policy and Procedure Updates

 acción requerida: Recomendar la transmisión de las Reglas de Procedimiento del Comité Ejecutivo a la Junta de Comisioneros para su adopción.

La Junta aprobó las nuevas reglas el 10 de diciembre de 2019. Las Reglas de Procedimiento del Comité Ejecutivo se adaptaron para reflejar el lenguaje de las regulaciones, incluyendo la fusión de los cargos de Secretario/Tesorero.

acción requerida: Adoptar las actualizaciones de las Políticas Administrativas y Financieras.

CVRPC adoptó sus Reglas Administrativas y Financieras en 2012. Se realizaron varias modificaciones a las políticas y procedimientos desde entonces. El documento revisado incorpora estas modificaciones y actualizaciones recientes a los controles internos. El documento de 2012 se proporciona para referencia. Se espera que CVRPC use y revise este documento con su nuevo despacho contable.
PURPOSE: The Executive Committee shall facilitate the general operation of the Commission by acting on behalf of the Commission.

GENERAL ACTIVITIES:
- Oversee and approve an annual work plan and budget for CVRPC, including budget adjustments.
- Set municipal dues.
- Oversee and approve an organizational plan for CVRPC.
- Authorize and accept grants, agreements and contracts with outside organizations and agencies.
- Review and accept the annual audit.
- Approve the addition and elimination of staff positions as recommended by the executive director. Adopt job descriptions and wage ranges for staff positions.
- Adopt and oversee personnel, financial, procurement, operational and administrative policies and procedures.
- Monitor emerging issues affecting CVRPC.
- Approve agendas for Board meetings.
- Nominate candidates for the Nominating Committee.
- Recommend to the Board or, if timing requires, take appropriate action on policy issues, including legislative issues, state or federal plans and policy, regional planning commission allocation formulas or other issues affecting the Central Vermont Region and its municipalities.
- Act on behalf of the Board in the absence of a quorum of the Board when time precludes the delay of decision or action until the next regular meeting of the Board.
- Carry out other actions in accordance with 24 V.S.A. Section 4343(b) or as directed by a policy adopted by the Board.

ROLE: The Executive Committee has the authority to act on behalf of the Commission for activities outlined under “General Activities” without further approval by the Commission unless the Commission chooses to do so.

The Committee’s actions must be compatible with plans, policies, positions or resolutions previously adopted by the Board of Commissioners. New or amended plans, policies, positions or resolutions other than “General Activities” 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 three officers and four additional Commissioners who shall be elected at the Annual Meeting. Each member shall have one vote. Membership term shall be one year from July 1 to June 30. Vacancies on the Committee shall be filled by the Board of Commissioners at its next meeting. Members so elected shall hold office only for the balance of the current year or until their successors are elected and installed.

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. Section 504 of the Commission’s Bylaws address how vacancies will be filled in the event that any Officer or Executive Committee position is vacated.

ATTENDANCE AND QUORUMS: A quorum shall consist of a majority of members. Members are expected 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.
Members so elected shall hold office only for the balance of the current year or until their successors
are elected and installed.

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. This document supersedes all other direction, policies, and procedures
pertaining to the Executive Committee.

Recommended by the Executive Committee: /   /   

Adopted by the Board of Commissioners:   /   /   

____________________________________
Laura Hill-Eubanks, Chair
CVRPC Board of Commissioners
EXECUTIVE COMMITTEE

RULES OF PROCEDURE

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

GENERAL ACTIVITIES:

- Oversee and approve an annual work plan and budget for CVRPC, including budget adjustments.
- Set municipal dues.
- Oversee and approve an organizational plan for CVRPC.
- Authorize and accept grants, agreements and contracts with outside organizations and agencies.
- Review and accept the annual audit.
- Approve the addition and elimination of staff positions as recommended by the executive director. Adopt job descriptions and wage ranges for staff positions.
- Adopt and oversee personnel, financial, procurement, operational and administrative policies and procedures.
- Monitor emerging issues affecting CVRPC.
- Approve agendas for Board meetings.
- Nominate candidates for the Nominating Committee.
- Recommend to the Board or, if timing requires, take appropriate action on policy issues, including legislative issues, state or federal plans and policy, regional planning commission allocation formulas or other issues affecting the Central Vermont region and its municipalities.
- Act on behalf of the Board in the absence of a quorum of the Board when time precludes the delay of decision or action until the next regular meeting of the Board.
- Carry out other actions in accordance with 24 V.S.A. Section 4343(b) or as directed by a policy adopted by the Board.
- 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.
- Insure the Commission and its committees maintain transparency in decision making through activities such as including Committee reports in Commission meeting packets.
ROLE: The Executive Committee has the authority to act on behalf of the Commission for activities outlined under “General Activities” without 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.
- Accept the annual audit.
- Approve the addition and elimination of staff positions as recommended by the Executive Director. Adopt job descriptions and wage ranges for staff positions.
- Review applications for the position of Executive Director and recommend a qualified candidate for approval and action by the Commission.
- Determine compensation for and conduct an annual performance appraisal of the Executive Director.
- Approve uncompensated leaves of absences by staff.
- Approve changes to employee benefits.
- Approve amendments to Personnel Policies and administer the policies as they relate to the Executive Director.
- Approve and amend financial, procurement, and other operational policies and procedures 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.

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 other than “General Activities” 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.

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appointed in May as appropriate. Vacancies on the Committee shall be filled by the Board of
Commissioners at its next meeting. Members so elected shall hold office only for the balance of the
current year or until their successors are elected and installed.

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of the Chair and will provide support to the Chair as needed. Section 504 of the Commission’s Bylaws
address how vacancies will be filled in the event that any Officer or Executive Committee position is
vacated 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
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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. This document supersedes all other direction, policies, and procedures pertaining to the Executive Committee.

Recommended by the Executive Committee: / / / 

Adopted by the Board of Commissioners: / / / 

Laura Hill-Eubanks, Chair
CVRPC Board of Commissioners
Central Vermont Regional Planning Commission

Administrative and Financial Management
Policies and Procedures

Adopted by the Executive Committee: _____ / _____ /20

CVRPC’s Accounting System

CVRPC uses a method of accounting known as “fund accounting.” Fund accounting groups assets and liabilities according to the specific purpose for which they are to be used. For-profit organizations have one set of accounts, the general ledger. Non-profit organizations have multiple funds because restricted and unrestricted funds must be tracked separately. CVRPC has two funds: the general fund and the reserve fund. CVRPC’s accounting practices are performed according to the generally accepted accounting principles (GAAP) for local government as established by the Government Accounting Standards Board (GASB).

CVRPC’s financial system is a modified accrual system. Revenue is recognized when earned and measurable (usually evidenced by delivery of goods or services to a customer and issuance of an invoice for same). Expenditures are recognized when the liability is incurred (usually measured by receipt of goods or services rendered and an invoice for same).

CVRPC’s financial accounts are audited annually by a certified public accountant (CPA). This audit is to confirm that the financial statements are free of “material misstatement” and give an accurate accounting of CVRPC’s funds.

CVRPC’s Revenue Sources

CVRPC is a service-based organization; our employees and their knowledge and skills are our primary assets. CVRPC generates revenues through grant agreements and contracts, member town appropriations, interest, and non-contractual services. Typically, CVRPC manages as many as 20 contracts simultaneously. Contract sources include:

Federal Grants and Agreements - These agreements come with significant contractual requirements that CVRPC must honor. For instance, if CVRPC expends more than $500,000 in Federal funds in a fiscal year, it must complete a single audit. This audit focuses special attention on the contract/agreement in which the most funding was expended.

State Grants and Contracts - These also come with contractual requirements. The State has standard requirements that apply to all of its contracts. Some State contracts are funds that the State has
received from the Federal government. Therefore, these contracts include both State and Federal contractual requirements.

Municipal Contracts - CVRPC provides planning and special project management services to towns and villages upon request.

Member Town Appropriations - Annual appropriations are a critical component of CVRPC’s budget. They are used to support match requirements for State, regional and municipal projects, especially those funded through grants and the Transportation Planning Initiative with the Vermont Transportation Agency.

Other Revenue Sources - CVRPC performs non-contractual work for municipalities, non-profit organizations, regional partners, and, as time permits, private companies. This work is typically GIS or accounting services. Other revenue also includes interest earned and special duties, such as serving as a fiscal sponsor for a project or initiative.

CVRPC’s financial system tracks revenues and expenses through job codes. Each contract is assigned a name, such as VTrans TPI. Every expense at CVRPC is assigned a job code. Monthly invoices are written to bill the contract source for the expenses of each job.

No contract job code applies when a cost is incurred for a common purpose benefiting or supporting all Commission programs and activities. These expenses are considered administrative or indirect expenses. These expenses are pooled together through an indirect rate applied as a percentage to salary and fringe benefit costs for staff. The indirect rate allows all program/jobs to share these expenses equitably. Audited costs for the prior fiscal year serve as the basis for the indirect rate applied to the current year.

Financial Statements

Financial statements are provided to the Executive Committee monthly, including the following reports:

Balance Sheet - The Balance Sheet is a statement showing the assets and liabilities of the organization as of a particular date. It reflects a snapshot view of CVRPC’s financial position - what it owns and owes at that point in time.

Accounts Receivable Aging - A summary of billings for work completed by CVRPC for which payment has not yet been received. Receivables represent the amount owed to CVRPC by outside parties. Receivable amounts are tracked in relationship to Accounts Payable amounts. The aging report is the primary tool used to determine which invoices are overdue for payment, and by how long. The report includes notes related to when payment is anticipated.

Profit and Loss Budget vs. Actual – Compares the adopted budget with actual revenue and expenditures.
Paid Time Off Liability Balances - Paid time off (PTO) is vacation leave, sick leave, and compensatory time available for staff to use when they take time off. Earned time and maximum accrual liability balances by employee are provided quarterly.

All month end accounting entries will be completed, and all financial statements for month end will be provided to the Executive Committee prior to its monthly meeting.

The Contracted Accountant may periodically prepare other internal financial reports such as Trial Balances or Statements of Cash Flow as needed to ensure effective and transparent financial management.

**Balance Sheet**

This financial statement summarizes CVRPC’s financial position at a specific point in time by reporting assets, liabilities, and equity. This statement provides information about CVRPC’s net worth.

**General Fund** - The General Fund is CVRPC’s primary operating fund. CVRPC’s daily activities are supported by the general fund, such as the purchase of supplies and meeting operating expenditures. General Fund balances are held in CVRPC’s primary checking account.

** Reserve Fund** - Reserve funds are set aside to:

a) ensure that the Commission can continue to provide a useful level of services in times of tight budget years;

b) provide for emergency funds since it is unclear whether RPCs can take on debt; and

c) ensure sufficient funding to close down should that ever be the case

CVRPC aims to have six (6) months of operating funds set aside as reserves. The dollar value varies in any given year based on changes in operating costs, such as increases or decreases in rent, staffing, and general expenses.

**Accounts Receivable** - A summary of billings for work completed by CVRPC for which payment has not yet been received. Receivables represent the amount owed to CVRPC by outside parties. Receivable amounts are tracked in relationship to Accounts Payable amounts.

**Accounts Payable** - A summary of bills received by CVRPC for which payment is due. Payables represent the amount owed by CVRPC to outside parties.

**Deferred Income** - Advances received on contracts and grants. These funds are considered a liability because CVRPC would need to pay back this funding at the grant/contract close if the funds weren’t fully utilized. Deferred Income also may include advances that would not need to be paid back at grant/contract close if not fully used but are restricted by CVRPC until a project closes. This self-imposed restriction helps insure advances are accounted for as liabilities until all project expenses are
paid. At project close, CVRPC releases the restriction and any project net income is released into equity.

**Payroll Liabilities** - Amounts withheld from bi-weekly staff payroll for which future payments are due. This includes fringe benefits and state and federal taxes. These funds are considered a liability because they are being held in trust by CVRPC on behalf of the employee until the payments are due.

**Equity** - In a for-profit business, equity includes assets financed by an owner or net profit that is retained in the business. In a non-profit organization, equity reflects the fund balance.

**Designated Funds** - These funds have been designated by CVRPC or a funder for a particular use. Balances are adjusted to reflect use of the funds.

**Fund Balance** - Net worth measured by total assets minus total liabilities.

**Net Income** - Often referred to as “the bottom line,” net income is the profit or loss (if negative number) for a reporting period.

**Profit and Loss Budget vs. Actual Statement**

This financial statement summarizes the revenue and expenses incurred during a specific period along with the budgeted revenues and expenses. These records provide information that shows CVRPC’s ability to generate profit by increasing revenue and reducing costs. The Profit and Loss (P&L) statement is also known as a "statement of profit and loss," an "income statement," an "income and expense statement," or a “statement of revenues and expenses.”

**Revenue** is CVRPC’s income. Revenue shown is the amount of income.

**Expenses** are the costs associated with daily operations at CVRPC. These are the expense categories defined in CVRPC’s budget.

**Net income** is revenue minus total expenses. Net income demonstrates the financial health of CVRPC and should be a positive number. If expenses are greater than income, the amount will be negative.

**Accounts Receivable**

Accounts Receivable are services rendered by CVRPC and invoiced, but payment has not yet been received. In for-profit businesses, owners know that some customers who receive credit will never pay their account balances. These uncollectible accounts are also called bad debts. For CVRPC, “bad debt” could take two forms: disallowed costs by funding agencies or non-payment of bills by private customers. Bad debt is extremely rare for CVRPC. Disallowed costs usually take the form of budget overruns or ineligible costs. Disallowed costs are unusual and can often be absorbed by other CVRPC revenue sources, such as CVRPC’s state allocation or its municipal appropriations. If the costs are ineligible under either source, CVRPC must use its Town Dues or reserves to cover the costs. Because of the rarity of this event, the organization has elected not to list bad debt as an item in its general ledger.
Accounts Payable

Accounts payable are services that CVRPC has received and for which it has been invoiced, but the invoice has not yet been paid.

Receivables and payables are monitored by Contracted Accountant and the Executive Director so as to be received and paid within 30 days of invoicing, unless otherwise agreed to with a funder or vendor.

Financial Policies and Procedures

Conflict of Interest

CVRPC adopted a Code of Conduct and Conflict of Interest Policy on December 11, 2018. Upon joining the Commission or its committees, commissioners, employees, agents, and committee members of the Central Vermont Regional Planning Commission are required to review and sign a statement indicating they have read, understood, and agree to comply with this policy. The Office Manager maintains a checklist identifying individuals required to comply with the policy and their compliance status and maintains a file with the signed statements.

These policies (Investment and Deposit Risk Policy and Capital Assets Policy) were adopted previously by the Commission and are now incorporated into this document.

Investment and Deposit Risk Policy

The primary objectives of CVRPC’s investment and deposit risk policy are security of principal, liquidity as needed to meet expenditures, and return on investment.

The Executive Director, and in their absence the Chair or Secretary/Treasurer, with the approval of the Executive Committee, shall be authorized to invest and re-invest the Commission’s funds.

The investment of all Commission funds will be made with financial institutions that have offices in Vermont and are registered to do business in Vermont. The financial institutions shall provide deposit insurance and be regulated by the FDIC.

The Executive Director, and in their absence the Chair or Secretary/Treasurer, will make decisions regarding the types of collateralization of deposits required or remove the Commission’s exposure to custodial credit risk after consultation with the Executive Committee. The form of collateral may include, but not be limited to, securities of the United States of America. Securities may be held by a third party custodian designated by the Executive Director and approved by the Executive Committee and evidenced by insured receipts.

Capital Assets Policy

The purpose of a capital assets policy is to provide control and accountability over the Commission’s capital assets.
Capital assets are defined as those assets (equipment, computers, computer software, furnishings, buildings, land, etc.) owned by CVRPC that have a useful (working) life greater than one year and a unit cost of $500 or more.

All capital assets will be recorded at historical cost. Assets acquired through donation will be recorded at their estimated fair market value, including incidental costs necessary to place the asset in condition for its intended use, on the date of donation. In addition to purchase price or construction cost, capital costs may include incidental costs, such as bond interest and issuance costs, insurance during transit, freight, duties, title search, title registration, legal and professional fees, installation, taxes, extended warranty and/or maintenance contracts purchased at the same time as the asset, and breaking-in costs; i.e. costs that are necessary to place the asset in its intended location and condition for use. Should the Commission be in a position to purchase land, the capitalized cost of land will include the purchase price plus costs such as legal fees, fill, excavation, etc. incurred to put the land in condition for its intended use.

The straight line depreciation method will be used.

Physical inventories of all capital assets will be taken annually and the inventory completed prior to June 30. However, when a capital asset is acquired, it will be added to the Commission’s inventory list at the time of acquisition. Inventory includes listing the item number, manufacturer, date of acquisition, purchase price, and to which staff member the asset is allocated for Commission use. When an asset is sold or otherwise removed from the inventory, the date of this occurrence and the method of disposal shall be recorded on the inventory.

Records Retention Policy

CVRPC adopted a Record Retention Policy as a standalone policy on March 4, 2019. The goals of this policy are to:

- Assist employees in complying with the Vermont Public Records Act (1 VSA Subchapter 3);
- Retain important documents for reference and future use;
- Delete documents that are no longer necessary for the proper functioning of CVRPC;
- Organize important documents for efficient retrieval; and
- 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.

The Policy includes a records retention schedule to comply with Vermont Public Records Law.

Internal Controls
The Executive Committee adopts Internal Controls to define segregation of responsibilities. The Administrative and Financial Policies and Procedures is updated automatically without adoption when new or revised controls are adopted.

The Executive Director is authorized to sign checks, transfer funds from one Commission account to another Commission account, and draw funds from the Commission’s Line of Credit on behalf of the Commission. No other staff member has authority to sign checks, transfer funds, or receive cash back from a bank deposit. Banking institutions will not allow cash back to anyone other than the duly authorized account signatories. The Chair and Secretary/Treasurer of the Commission also have check signing and Line of Credit authority. In the absence of the Executive Director, the Chair or Secretary/Treasurer will be asked to approve invoices, payroll, and sign checks.

The Commission has credit accounts in its name. The Executive Committee adopted an Employee Use of Credit Cards or Charge Accounts Policy and Procedure to provide controls govern opening accounts and their use. The Commission does not have a debit card in its name. Receipts are paid to the Commission by check or ACH. On rare occasions, a customer will pay Fee For Service charges in cash. CVRPC does not maintain petty cash.

The Contracted Accountant is responsible for maintaining the following financial records with oversight by the Executive Director: accounts receivable, accounts payable, payroll, and reconciliation of the general ledger and bank accounts.

Deposits are made by the Office Manager or Executive Director. Transfers between Commission accounts are authorized by the Executive Director, or in the absence of the Executive Director, by the Chair or Secretary/Treasurer.

**Employee Use of Credit Cards or Charge Accounts Policy and Procedure**

Use of the CVRPC credit card by employees is with Executive Director’s permission only, and is governed by CVRPC’s *Employee Use of Credit Cards or Charge Accounts Policy*.

- Credit card charge receipts are provided to Executive Director, or in the case of Executive Director, are provided to the Chair or Secretary/Treasurer
- Receipts are stamped (similar to bills), marked with billing codes/accounts, and approved by Executive Director.
- Receipts are entered into QB by Office Manager. If Office Manager has used the card, receipts are scanned by Executive Director and provided to and entered by Accountant.
- Office Manager reconciles credit card statements and notifies Accountant when completed.
- Accountant quality controls/proofs QB data entry work prior to issuing payment or initiating invoicing process.
Executive Director reviews and approves the credit card reconciliation and authorizes payment.

Contracts, Grant Agreements, and Grant Applications

CVRPC adopted a Grants Management Policy on April 1, 2019. Consultant contracts are awarded following CVRPC’s procurement policies. The authorization to award a contract with the selected consultant is given by the Executive Committee, unless delegated by the Committee. The Executive Committee authorizes the Executive Director, or in the Executive Director’s absence the Chair or another officer, to sign contracts that are $25,000 or more. The Executive Director is authorized to sign contracts that are less than $25,000.

The Executive Committee has delegated the following contract signing to the Executive Director:

<table>
<thead>
<tr>
<th>Duty</th>
<th>Meeting Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized the Executive Director to sign site specific contract</td>
<td>November 1, 2016</td>
</tr>
<tr>
<td>addendums in the form of the engagement letter template for</td>
<td></td>
</tr>
<tr>
<td>the Brownfields Program</td>
<td></td>
</tr>
<tr>
<td>Increased authorization for the Executive Director to sign contracts</td>
<td>April 3, 2017</td>
</tr>
<tr>
<td>from $10,000 or less to $25,000 or less.</td>
<td></td>
</tr>
<tr>
<td>Began authorizing the Executive Director to sign contracts, rather</td>
<td>January 2, 2018</td>
</tr>
<tr>
<td>than an officer.</td>
<td></td>
</tr>
<tr>
<td>Authorize the Executive Director to sign task specific contract</td>
<td>April 2, 2018</td>
</tr>
<tr>
<td>addendums for the transportation planning and engineering services</td>
<td></td>
</tr>
<tr>
<td>master agreements</td>
<td></td>
</tr>
<tr>
<td>Authorized the Executive Director to sign future change orders</td>
<td>August 5, 2019</td>
</tr>
<tr>
<td>with G&amp;N Construction for the Northfield Stormwater Construction</td>
<td></td>
</tr>
<tr>
<td>contract provided any cost increase is within the approved grant</td>
<td></td>
</tr>
<tr>
<td>agreement budget and the change order is reported to the Executive</td>
<td></td>
</tr>
<tr>
<td>Committee at its next regular meeting.</td>
<td></td>
</tr>
</tbody>
</table>

As delegations occur, they are added to this document without the need for adoption.

Grant agreements and contracts with funding agencies are approved by the Executive Committee which authorizes the Executive Director, or in the Executive Director’s absence the Chair or another officer, to sign said documents.

Grant funds are drawn down as costs are incurred or quarterly depending on the amount affecting CVRPC’s cash flow and/or the requirements of the grantor. Costs associated with a grant are documented by personnel timesheets, travel expenses associated with doing the work of the specific grant, and indirect expenses when reimbursement is allowed by the grantor. Funds are drawn down based on accurate documentation and where applicable, sub-consultant/contractor invoices. Payments to such sub-consultants/contractors are made based on approval by the Executive Director of accurate invoices and confirmation by the CVRPC staff person responsible for the project that the invoiced work
has been completed satisfactorily and the charge is appropriate.

Costs charged to grants are reviewed for allowability, appropriateness, and accuracy by the project manager and Executive Director, signed by the project manager, and approved for payment by the Executive Director. The required grant reporting is provided to the grantor accurately and in a timely manner per the requirements of the grant.

## Accounts

### Checking Account, Certificates of Deposit, and Other Accounts in CVRPC’s Name

The signatories on the Commission’s accounts are the Executive Director, Chair, and Secretary/Treasurer. The Executive Director reviews and approves all transactions against previously approved vendor invoices.

The Executive Director is authorized to sign checks and transfer funds from one Commission account to another Commission account on behalf of the Commission. No other staff member has authority to sign checks, transfer funds, or receive cash back from a bank deposit. The other account signatories are the Chair and the Secretary/Treasurer.

The Contracted Accountant is provided with view-only access to CVRPC’s accounts at the Executive Director’s discretion. View-only access allow the Accountant to record deposits and reconcile accounts in a timely manner.

## Deposits

Unless otherwise instructed, all deposits will be made to the checking account. The process used for deposits is as follows:

- When a check is received, the Office Manager stamps the check with the restricted stamp provided by the banking institution, records the check in the check log, and notifies the Executive Director and Contracted Accountant via email.
- For ACH transactions, the Executive Director prints two copies of the transaction and provides them to the Office Manager.
- The Contracted Accountant records the check/transaction in QuickBooks and prepares the deposit as needed.
- The Office Manager makes the deposit. The payment is noted on the invoice that it has been paid and any available check stub is attached.
- The Office Manager attaches the bank deposit receipt to the CVRPC copy of the bank deposit slip.

## Timesheets

- Staff completes timesheet, digitally signs it, and saves it in their timesheet folder.
• Staff emails Executive Director to alert her that timesheet is complete. Staff without server
access emails their completed timesheet to Executive Director.
• Executive Director reviews and approves or returns to staff for corrections.
• When approved, Executive Director emails Office Manager to notify her that QuickBooks entry
can occur.
• Office Manager enters timesheets into QB, prints QB cover, and attached it to timesheet. Office
Manager files completed timesheets in finance office files.
• Office Manager notifies Accountant and Executive Director via email that all timesheets are
entered.

Expense Reimbursement

• Staff completes their expense form, digitally signs it, and saves the digital copy in their
respective expense folder.
• Staff emails Executive Director to notify her that the expense form is complete (Grace emails
form to Executive Director).
• Executive Director reviews and approves or returns for corrections.
• When approved, Executive Director emails Office Manager to notify her that QB entry can occur.
• Office Manager enters expenses (Note: Accountant or Executive Director will train Office
Manager on expense versus item entry).
• Office Manager notifies Accountant when all entered, scans all forms, and emails them to
Accountant. Originals are filed in Payables to be Scanned folder. Office Manager makes copies
of expense forms and backup as needed for job billing and files information in accordion folder
in finance office by job.
• Accountant quality controls/proofs QB data entry work prior to issuing payment or initiating
invoicing process.

Payables

Payables are prepared as follows:

• All bills are reviewed as they are received (via mail or email)
• Project bills may arrive via mail to CVRPC office or via email to project manager. If arrive via
mail, Office Manager or Executive Director scans bill and emails to project manager.
• Project manager reviews bill and initials to signify the bill is appropriate, the amount is
appropriate, any required bill back up or work product has been provided, and work completed
is acceptable. Project manager prints bill to CVRPC copier or if no serve access, emails or mails
approved bill to Office Manager. Project manager emails Office Manager notice of bill, including
job/sub-job name. Bills for IT services or for purchases made directly by staff also must be
reviewed and approved by IT staff or staff making the purchase and sent to Office Manager.
• Office Manager or Executive Director stamps bills with bill date received and the bill stamp, and
codes the bill appropriately with customer information, job name, and expense code. If Office
Manager, bill is placed in Executive Director Approval folder.
• Executive Director reviews bill, initials to signify bill is ready for payment, Bills are filed in Bills to
be Entered folder.

- Office Manager or Executive Director scans bills and emails them to Office Manager, Executive Director, and Accountant on Thursday or Friday. Scanned bills are filed in Scanned Payables folder.
- Office Manager enters bills into QB (including credit card receipts) and notifies the Accountant and Executive Director via email when all bills are entered.
- Accountant quality controls/proofs QB data entry work prior to issuing payment or initiating invoicing process, including verifying that vendor invoices are incurred in the proper timeframe.
- Generally within 30 days, checks for payment of vendor invoices are prepared by the Contracted Accountant with checks generated by QuickBooks or Bills.com payments initiated by the Contracted Accountant.
- Checks are signed and Bills.com payments are executed by the Executive Director. In the rare case the Executive Director is not available, the Secretary/Treasurer, or in the Secretary/Treasurer’s absence, the Chair, as signers on CVRPC bank accounts, will be asked to sign. The Executive Director will monitor the checking account register online to note when payments have been deducted from the checking account. It is inferred that once the Executive Committee has authorized signing a contract, the contract amount is approved for payment based on invoicing and provided the contract amount is not exceeded and work is completed satisfactorily.
  - The Office Manager mails checks as needed.
  - The Office Manager files the check stubs/payment proof with copies of the invoice in the vendor files or placed in the appropriate contract file.

Invoices for Contracts

For invoices for work generated by staff, the following procedures apply:

- The Contracted Accountant prepares invoices in QuickBooks as accounts receivable.
- All supporting documentation for staff charges (timesheets), direct or other pass-through charges are attached to the invoice by the Office Manager.
- A copy of the complete invoice package is provided to the Executive Director for review and if appropriate, approve.
- The Executive Director is copied when invoice packages are submitted to funders for payment.
- The Office Manager retains a copy of the invoice in the appropriate contract folder.

Monthly Processing

The following information is collected at least monthly in order to complete month-end processing and invoices:

- Timesheets are completed by all employees daily and collected weekly. Each employee signs their timesheet which is then passed to the Executive Director for approval. Once approved, the Office Manager enters the timesheet information into QuickBooks. Timesheets are filed by the
Office Manager, and Paid Time Off (PTO) data is recorded in the employee’s Paid Time Off spreadsheet. Expense reports are prepared by each employee and approved by the Executive Director before being entered as an accounts payable in QuickBooks.

- All bank statements are reconciled in QuickBooks by the Contracted Accountant. Reconciliations are provided to the Executive Director, who initials to indicate review. Reconciliations are filed by the Office Manager.
- The Contracted Accountant completes any month end journal entries that are required and verifies that monthly automatic entries (tax and other payroll liabilities generated directly from the payroll process by QuickBooks) have occurred properly and are for the correct amounts. Journal entries are provided to Executive Director for review and approval and are filed by the Office Manager.
- The Contracted Accountant prepares, verifies, executes after the Executive Director’s approval, records, and prints payroll deduction contributions (such as Health Savings Account and pension plan contributions which are calculated from payroll by QuickBooks).
- The Office Manager files retirement account and employee payroll deduction contributions.
- The Executive Director reviews budget reports, open invoices report, etc. and emails Accountant with any questions.
- Balance sheet, open receivables report, and budget to actuals statement are provided to the Executive Committee monthly; Paid Time Off summary is provided quarterly.

**Payroll**

Employees are paid bi-weekly. The following procedures occur as noted:

- Weekly: Staff completes the timesheet process noted under *Timesheets*
- Bi-weekly: Accountant generates payroll for salaried staff or, for hourly staff, from the hours that have been entered into Excel timesheets and based on wage data.
- Bi-weekly: Accountant provides payroll reports: Payroll Item Detail, Payroll Transaction Detail, Payroll Transactions by Payee, and pay stubs.
- Bi-weekly: Executive Director reviews and initials payroll reports.
- Bi-weekly: Accountant writes/initiates payroll.
- As Needed: Accountant prepares transfers. Transferred must be approved in advance via email by the Executive Director. Executive Director or Office Manager completes transfers. Office Manager files transfer deposit slip.
- Payroll is deposited via direct deposit into an employee’s bank account or paychecks are signed by the Executive Director. Office Manager emails pay stubs to all staff (direct deposit choice) or provides staff with a printed check and stub (hard copy check choice) on the Friday after closure of the pay period.
- Bi-weekly or as required by law or CVRPC’s policies: Accountant processes payroll liabilities and prints a payroll liabilities confirmation.
- Executive Director reviews and signs payroll liabilities confirmation.
• Monthly: Office Manager posts compensatory time, sick leave, and vacation time to the Paid Time Office spreadsheet.

• As required:
  - In the event of a new hire:
    ▪ The Executive Director develops an offer letter with position title, salary or hourly rate, and start date.
    ▪ W4 and INS forms are completed and referenced for tax withholding and general employee information. When applicable, the employee completes benefit enrollment forms and payroll reduction agreements which reference voluntary payroll deductions. Relevant employee information is entered into QuickBooks and is updated as needed.
    ▪ The Office Manager completes the Vermont Department of Labor New Hire Report.
  - Accountant completes quarterly reports, taxes and W-2’s with hard copies printed. The Office Manager files these reports in the financial files.
  - The Office Manager distributes tax documents within time periods defined by law. Copies of W2’s, W3, 1099’s, and 1096 are retained in the tax folder for the appropriate year.
  - In the event of a termination, the payroll information is updated accordingly in QuickBooks, as well as the terminated employee’s personnel file.

Financial System Security

Security of the CVRPC’s financial and personnel records shall be maintained through password protected files and lockable file drawers. Use of the CVRPC’s financial management system shall be password protected with permissions access grant to users as follows:

• Administrative full access with permission to make user changes (Executive Director, Accountant)
• Full access, without the ability to grant permissions (Executive Director, Accountant)
• View and print access (All Staff)
• View access for account balance and statement (All Staff)
• Weekly timesheet (All Staff)

Keys to lockable file drawers holding the CVRPC’s financial and personnel records and lock box shall be provided as follows:

• Personnel files (Executive Director)
• Financial files (Executive Director, Office Manager, Accountant)
• Lock box (Executive Director, Office Manager)
CVRPC's Accounting System

CVRPC uses a method of accounting known as “fund accounting.” Fund accounting groups assets and liabilities according to the specific purpose for which they are to be used. For-profit organizations have one set of accounts, the general ledger. Non-profit organizations have multiple funds because restricted and unrestricted funds must be tracked separately. CVRPC has two funds: the general fund and the reserve fund. CVRPC’s accounting practices are performed according to the generally accepted accounting principles (GAAP) for local government as established by the Government Accounting Standards Board (GASB).

CVRPC’s financial system is a modified accrual system. Revenue is recognized when earned and measurable (usually evidenced by delivery of goods or services to a customer and issuance of an invoice for same). Expenditures are recognized when the liability is incurred (usually measured by receipt of goods or services rendered and an invoice for same).

CVRPC’s financial accounts are audited annually by a certified public accountant (CPA). This audit is to confirm that the financial statements are free of “material misstatement” and give an accurate accounting of CVRPC’s funds.

CVRPC's Revenue Sources

CVRPC is a service-based organization; our employees and their knowledge and skills are our primary assets. CVRPC generates revenues through grant agreements and contracts, member town appropriations, interest, and non-contractual services. Typically, CVRPC manages as many as 20 contracts simultaneously. Contract sources include:

Federal Grants and Agreements: These agreements come with significant contractual requirements that CVRPC must honor. For instance, if CVRPC expends more than $500,000 in Federal funds in a fiscal year, it must complete a single audit. This audit focuses special attention on the contract/agreement in which the most funding was expended.

State Grants and Contracts: These also come with contractual requirements. The State has standard requirements that apply to all of its contracts. Some State contracts are funds that the State has received from the Federal government. Therefore, these contracts include both State and Federal contractual requirements.

Municipal Contracts: CVRPC provides planning and special project management services to towns and villages upon request.
**Member Town Appropriations:** Annual appropriations are a critical component of CVRPC’s budget. They are used to support match requirements for State, regional and municipal projects, especially those funded through grants and the Transportation Planning Initiative with the Vermont Transportation Agency.

**Other Revenue Sources:** CVRPC performs non-contractual work for municipalities, non-profit organizations, regional partners, and, as time permits, private companies. This work is typically GIS services. Other revenue also includes interest earned and special duties, such as administrative work done for the Mad River Valley Planning District and the Wrightsville Beach Recreation District.

CVRPC’s financial system tracks revenues and expenses through job codes. Each contract is assigned a name, such as VTrans TPI. Every expense at CVRPC is assigned a job code. Monthly invoices are written to bill the contract source for the expenses of each job.

No contract job code applies when a cost is incurred for a common purpose benefiting or supporting all Commission programs and activities. These expenses are considered administrative or indirect expenses. These expenses are pooled together through an indirect rate applied as a percentage to salary and fringe benefit costs for staff. The indirect rate allows all program/jobs to share these expenses equitably. Audited costs for the prior fiscal year serve as the basis for the indirect rate applied to the current year.

**Monthly Reports**

Financial statements are provided to the Executive Committee prior to their monthly meeting, including the following reports:

*Balance Sheet* - The Balance Sheet is a statement showing the assets and liabilities of the organization as of a particular date. It reflects a snapshot view of CVRPC’s financial position - what it owns and owes at that point in time.

*Budget to Actual* – Compares the adopted budget with actual revenue and expenditures.

*General Fund Accounts*

The General Fund is CVRPC’s primary operating fund. Our daily activities are supported by the general fund, such as the purchase of supplies and meeting operating expenditures.

*Reserve Fund Accounts*

Reserve funds are set aside to:

a) ensure that the Commission can continue to provide a useful level of services in times of tight budget years;
b) provide for emergency funds since it is unclear whether RPCs can take on debt; and
c) ensure sufficient funding to close down should that ever be the case. CVRPC has an adopted
Capital Assets policy to guide management and use of these funds.

The general practice by CVRPC has been to have 3 months of operating funds set aside as reserves. The dollar value varies in any given year based on changes in operating costs, such as increases or decreases in rent, staffing, and general expenses. However, the National Association of Development Organizations (NADO) recommended in 2011 that the 3-month practice should be updated to 6 months. NADO also acknowledged that the current political and fiscal environment might not be appropriate for building reserves to 6 month levels.

*Accounts Receivable:* A summary of billings for work completed by CVRPC for which payment has not yet been received. Receivables represent the amount *owed to* CVRPC by outside parties. Receivable amounts are tracked in relationship to Accounts Payable amounts.

*Accounts Payable:* A summary of bills received by CVRPC for which payment is due. Payables represent the amount *owed by* CVRPC to outside parties.

*Deferred Revenue:* Advances received on contracts and grants. These funds are considered a liability because CVRPC would need to pay back this funding at the grant/contract close if the funds weren’t fully utilized.

*Payroll Liabilities:* Amounts withheld from bi-weekly staff payroll for which future payments are due. This includes fringe benefits and state and federal taxes. These funds are considered a liability because they are being held in trust by CVRPC on behalf of the employee until the payments are due.

In a for-profit business, equity includes assets financed by an owner or net profit that is retained in the business. In a non-profit organization, equity reflects the fund balance.

*Fund Balance:* Net worth measured by total assets minus total liabilities.

*Net Income:* Often referred to as “the bottom line,” net income is the profit or loss (if negative number) for a reporting period.

*Profit and Loss Statement*

This financial statement summarizes the revenue and expenses incurred during a specific period. These records provide information that shows CVRPC’s ability to generate profit by increasing revenue and reducing costs. The Profit and Loss (P&L) statement is also known as a "statement of profit and loss,” an "income statement" or an "income and expense statement.”

*Revenue* is CVRPC’s income. Revenue shown is the amount of income.

*Operating expenses* are the costs associated with daily operations at CVRPC. These are the expense categories defined in our budget.

*Net income* is revenue minus total expenses. Net income demonstrates the financial health of
CVRPC and should be a positive number. If expenses are greater than income, the amount will be negative.

**Accounts Receivable**

Accounts Receivable are services rendered by CVRPC and invoiced, but payment has not yet been received. In for-profit businesses, owners know that some customers who receive credit will never pay their account balances. These uncollectible accounts are also called bad debts. For CVRPC, “bad debt” could take two forms: disallowed costs by funding agencies or non-payment of bills by private customers. Bad debt is extremely rare for CVRPC. Disallowed costs usually take the form of budget overruns or ineligible costs. Disallowed costs are unusual and can often be absorbed by other CVRPC revenue sources, such as CVRPC’s state allocation or its municipal appropriations. If the costs are ineligible under either source, CVRPC must use its general operating reserves to cover the costs. Because of the rarity of this event, the organization has elected not to list bad debt as an item in its general ledger.

**Accounts Payable**

Accounts payable are services that CVRPC has received and been invoiced, but the invoice has not yet been paid.

Receivables and payables are monitored by the Office and Grants Manager and the Executive Director so as to be received and paid within 30 days of invoicing.

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**Note:** CVRPC’s Office and Grants Manager position has been replaced by an Office Manager and a Finance Manager. CVRPC fulfills the Finance Manager duties through a professional services contract with Nicole Sancibrian CPA. The party currently fulfilling the Office and Grants Manager duties in this document is the contracted Accountant unless otherwise noted in parenthesis.

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**Conflict of Interest**

CVRPC’s conflict of interest policy is contained in CVRPC’s Personnel Policies and states,

“Employee Conduct and Conflict of Interest: A. The Commission expects and requires employees to adhere to standards of conduct that are required for the effective functioning of the Commission. Failure to observe these standards can result in disciplinary actions and, in some situations, termination of employment. Conduct off the job is not specifically covered by these policies, and may not be a subject of disciplinary action unless such conduct affects on the job ability and/or performance. B. Employee Conflict of Interest: As public employees, Commission employees should avoid any conflict of interest or appearance of conflict of interest in their job. A conflict of interest may occur whenever an employee: uses his or her position as an employee to provide a financial advantage to him/herself, a friend, family member, or business or institution with which s/he is affiliated; engages in activities that directly compete or conflict with the Commission’s mission, values, or actions; or uses for him/herself, a friend, or family member an opportunity originally offered to the Commission. Examples may include an
employee who sells goods or services to the Commission at above-market prices or an employee who learns, through his/her work, of property being offered to someone and uses that information to purchase the property for him/herself. An employee or his/her immediate family may not provide services to or receive services from the Commission unless the Commission determines that those services are provided or received under circumstances that do not create a conflict of interest or the appearance of a conflict of interest. Employees who are uncertain whether a conflict of interest exists or may be created may seek written guidance from the Executive Director and/or Executive Committee. In seeking guidance, the employee shall submit a one paragraph statement describing the nature of the potential conflict of interest. The Executive Director or Executive Committee will provide the employee with a written interpretation as to whether a conflict of interest or a potential conflict of interest exists.”

Note: This conflict of interest statement has been superseded by a standalone Code of Conduct and Conflict of Interest Policy adopted by the Board of Commissioners on December 11, 2018.

Segregation of Responsibilities

The Executive Director is authorized to sign checks and transfer funds from one Commission account to another Commission account on behalf of the Commission. No other staff member has authority to sign checks, transfer funds, or receive cash back from a bank deposit. Banking institutions will not allow cash back to anyone other than the duly authorized account signatories. The Chair and Treasurer of the Commission also have check signing authority. In the extended absence of the Executive Director, the Chair or Treasurer will be asked to approve invoices, payroll, and sign checks.

It should be noted that the Commission has no credit or debit card in its name and that receipts are paid to the Commission by check.

The Office and Grants Manager is responsible for maintaining the following financial records with oversight by the Executive Director: accounts receivable, accounts payable, payroll, and reconciliation of the general ledger and bank accounts.

Deposits are made by the Office and Grants Manager (Office Manager) or Executive Director, but transfers between Commission accounts are authorized by only the Executive Director, or in the absence of the Executive Director, by the Chair or Treasurer.

Note: Update Internal Controls were adopted by the Executive Committee on April 8, 2020 to reflect segregation of responsibilities during the COVID 19 pandemic when staff and CVRPC’s Accounting Contractor are working remotely.

Contracts, Grant Agreements, and Grant Applications

Consultant contracts are awarded following CVRPC’s procurement policies. The authorization to
award a contract with the selected consultant is given by the Executive Committee. The Executive Committee authorizes the Chair, or in the Chair’s absence another officer, to sign contracts that are over $10,000. The Executive Director is authorized to sign contracts that are less than $10,000.

Grant agreements and contracts with funding agencies are approved by the Executive Committee which authorizes the Chair, or in the Chair’s absence another officer, to sign said documents.

Applications for grant funding are approved for submittal by the Executive Director to the relevant funding entity.

Grant funds are drawn down as costs are incurred or quarterly depending on the amount affecting CVRPC’s cash flow and the requirements of the grantor. Costs associated with a grant are documented by personnel timesheets, travel expenses associated with doing the work of the specific grant, and indirect expenses when reimbursement is allowed by the grantor. Funds are drawn down based on accurate documentation and where applicable, sub-consultant/contractor invoices. Payments to such sub-consultants/contractors are made based on approval by the Executive Director of accurate invoices and confirmation by the CVRPC staff person responsible for the project that the invoiced work has been completed satisfactorily.

Costs charged to grants, such as EPA grants, are reviewed for accuracy and satisfactory work by the Office and Grants Manager, signed by the project manager, and approved for payment by the Executive Director. The required grant reporting is provided to the grantor accurately and in a timely manner per the requirements of the grant.

Financial Statements

The Office and Grants Manager will provide the following financial statements each month:

- Budget to actual statement of revenue and expenses
- Balance Sheet

All month end accounting entries will be completed, and all financial statements for month end will be provided to the Executive Committee prior to its monthly meeting.

The Office and Grants Manager may periodically prepare other internal financial reports such as Trial Balances or Statements of Cash Flow as needed to ensure effective and transparent financial management.

Accounts

Checking Account, Certificates of Deposit, and other Accounts in CVRPC’s name: The signatories on the Commission’s accounts are the Executive Director, Chair, and Treasurer. The Executive Director reviews and approves all transactions against previously approved vendor invoices.
The Executive Director is authorized to sign checks and transfer funds from one Commission account to another Commission account on behalf of the Commission. No other staff member has authority to sign checks, transfer funds, or receive cash back from a bank deposit. The other account signatories are the Chair and the Treasurer.

**Deposits**

Unless otherwise instructed, all deposits will be made to the checking account. The process used for deposits is as follows:

- When a check is received, the Office and Grants Manager (Office Manager) stamps the check with the restricted stamp provided by the banking institution, (Finance Manager) records the check in QuickBooks and prepares the deposit.
- The Office and Grants Manager (Office Manager) makes the deposit. The payment is noted on the invoice that it has been paid and any available check stub is attached.
- The Office and Grants Manager attaches the bank deposit receipt to the CVRPC copy of the bank deposit slip.

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**Note:** The Executive Committee has delegated the following contract signing to the Executive Director:

<table>
<thead>
<tr>
<th>Duty</th>
<th>Meeting Minutes</th>
<th>Delegated By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized the Executive Director to sign site specific contract addendums in the form of the engagement letter template for the Brownfields Program</td>
<td>November 1, 2016</td>
<td>Executive Committee</td>
</tr>
<tr>
<td>Increased authorization for the Executive Director to sign contracts from $10,000 or less to $25,000 or less.</td>
<td>April 3, 2017</td>
<td>Executive Committee</td>
</tr>
<tr>
<td>Began authorizing the Executive Director to sign contracts, rather than an officer.</td>
<td>January 2, 2018</td>
<td>Executive Committee</td>
</tr>
<tr>
<td>Authorize the Executive Director to sign task specific contract addendums for the transportation planning and engineering services master agreements</td>
<td>April 2, 2018</td>
<td>Executive Committee</td>
</tr>
<tr>
<td>Authorized the Executive Director to sign future change orders with G&amp;N Construction for the Northfield Stormwater Construction contract provided any cost increase is within the approved grant agreement budget and the change order is reported to the Executive Committee at its next regular meeting.</td>
<td>August 5, 2019</td>
<td>Executive Committee</td>
</tr>
</tbody>
</table>
**Payables**

All bills are reviewed upon receipt by the Office and Grants Manager (Office Manager) for accuracy and that they represent services received or products purchased. Vendor invoices for a particular project (project consultant invoices) are reviewed and signed by the Project Manager for that project for payment approval before being reviewed and approved by the Executive Director and processed for payment by the Office and Grants Manager.

Payables are prepared as follows:

- Invoices are reviewed to ensure billing is accurate and to the correct accounts. The Executive Director approves all invoices to be paid prior to the invoice being entered into QuickBooks accounts payable by the Office and Grants Manager.
- Consultant invoices are reviewed for accuracy and satisfactory work completion and signed by the CVRPC project manager and verified by the Office and Grants Manager (project manager) that they do not exceed the contract amount.
- Vendor invoice dates are noted to ensure expenses are incurred in the proper timeframe.
- Generally within 30 days, checks for payment of vendor invoices are prepared by the Office and Grants Manager with checks generated by QuickBooks and signed by the Executive Director.
- Checks are signed by the Executive Director. In the rare case the Executive Director is not available, the Chair or Treasurer, as signers on CVRPC bank accounts, will be asked to sign.
- Any check for consultants who have contracts with CVRPC will be signed by the Executive Director and needs only one signature. It is inferred that once the Executive Committee has authorized signing the contract, the contract amount is approved for payment based on invoicing and provided the contract amount is not exceeded and work is completed satisfactorily.
- The Office and Grants Manager mails checks (Office Manager).
- The Office and Grants Manager (Office Manager) files the check stubs with copies of the invoice in the vendor files or placed in the appropriate contract file.
- Should online payment become something CVRPC utilizes, the Executive Director will authorize payment of the vendor invoice and execute the payment online. The Office and Grants Manager (Executive Director) will monitor the checking account register online and note the payment being deducted from the checking account. A copy of the checking account statement with the payment shown will be generated and attached to the approved vendor invoice. The documentation will then be placed in the appropriate vendor file.

**Invoices for Contracts**

For invoices for work generated by staff, (Office and Grants Manager, GIS Manager, or others as necessary) the following procedures apply:

- Invoices are recorded in QuickBooks as accounts receivable by the Office and Grants Manager with the proper date and amount as verified by the Office and Grants Manager.
and the project manager.

- All supporting documentation for staff charges (time sheets), direct or other pass-through charges are attached to the invoice by the Office and Grants Manager.
- The Office and Grants Manager retains a copy of the invoice in the appropriate contract folder.
- The Office and Grants Manager or appropriate staff person sends the invoice in the desired format.

**Monthly Processing**

The following information is collected at least monthly in order to complete month-end processing and invoices:

- Timesheets are completed by all employees daily and collected biweekly. Each employee signs their timesheet which is then passed to the Executive Director for approval. Timesheets are filed by the Office and Grants Manager and Paid Time Off (PTO) data is recorded in the employee’s vacation spreadsheet. Expense reports are prepared by each employee and approved by the Executive Director before being entered as an accounts payable in QuickBooks.

**Note:** CVRPC moved to weekly collection and approval of timesheets in May 2015. On July 1, 2017, CVRPC transitioned to entering timesheet information into QuickBooks.

- All bank statements are reconciled in QuickBooks and filed by the Office and Grants Manager.
- The Office and Grants Manager completes any month end journal entries that are required and verifies that monthly automatic entries (tax and other payroll liabilities generated directly from the payroll process by QuickBooks) have occurred properly and are for the correct amounts.
- Monthly, the Office and Grants Manager prepares, verifies, executes after the Executive Director’s approval, records and files retirement account and employee payroll deduction contributions (such as Health Savings Account and pension plan contributions which are calculated from payroll by QuickBooks).

**Payroll**

Employees are paid bi-weekly:

- Staff enters their daily time onto their timesheets. For hourly employees, time must be entered completely by the end of each pay period. Salaried employees’ hours are checked to ensure salary basis and actual hours worked are in alignment.
- Bi-weekly timesheets are prepared and certified by staff and approved by the Executive Director.
- The Office and Grants Manager (Office Manager) enters employee hours and other necessary data into CVRPC’s employee records.
The Office and Grants Manager runs payroll from QuickBooks based on salary data (as determined annually by the Executive Director) or hourly wage and hours worked as determined by the Executive Director at the time of hiring.

Checks are signed by the Executive Director.

Note: As of the December 23, 2016 payroll, CVRPC employees can elect to have payroll deposited directly into their personal accounts. If an employee elects Direct Deposit, the Office Manager emails a payroll stub to the employee’s CVRPC email address.

The Office and Grants Manager distributes the checks to employees.

Federal taxes are submitted online through the IRS’ EFTPS payment system. State tax withholding is submitted monthly to the VT Tax Department using the form they provide and by the due date. Quarterly Federal and State payroll tax reports are prepared by the Office and Grants Manager through QuickBooks and copies are filed in the tax folder for the appropriate time period. At the end of each calendar year, payroll tax documents, including W2’s, a W3, 1099’s and a 1096, are prepared and submitted to the IRS and the State by the Office and Grants Manager.

Note: As of the August 7, 2017 payroll, CVRPC submits State of Vermont payroll taxes online to the Vermont Tax Department.

The Office and Grants Manager distributes tax documents within time periods defined by law. Copies of W2’s, W3, 1099’s, and 1096 are retained in the tax folder for the appropriate year.

In the event of a new hire:

An offer letter is referenced for position title, salary or hourly rate and start date. W4 and INS forms are completed and referenced for tax withholding and general employee information. When applicable, the employee completes benefit enrollment forms and payroll reduction agreements which reference voluntary payroll deductions. Relevant employee information is entered into QuickBooks and is updated as needed.

Vermont Department of Labor New Hire Reporting is completed.

In the event of a termination, the payroll information is updated accordingly in QuickBooks, as well as the terminated employee’s personnel file.

Commission Financial Policies

These policies (Investment and Deposit Risk Policy and Capital Assets Policy) were adopted previously by the Commission and are now incorporated into this document.

Investment and Deposit Risk Policy
Central Vermont Regional Planning Commission  
Adopted February 2, 2009

The primary objectives of CVRPC’s investment and deposit risk policy are security of principal, liquidity as needed to meet expenditures, and return on investment.

The Executive Director, and in his/her absence the Chair or Treasurer, with the approval of the Executive Committee, shall be authorized to invest and re-invest the Commission’s funds.

The investment of all Commission funds will be made with financial institutions that have offices in Vermont and are registered to do business in Vermont. The financial institutions shall provide deposit insurance and be regulated by the FDIC.

The Executive Director, and in his/her absence the Chair or Treasurer, will make decisions regarding the types of collateralization of deposits required or remove the Commission’s exposure to custodial credit risk after consultation with the Executive Committee. The form of collateral may include, but not be limited to, securities of the United States of America. Securities may be held by a third party custodian designated by the Executive Director and approved by the Executive Committee and evidenced by insured receipts.

Capital Assets Policy  
Central Vermont Regional Planning Commission  
Adopted January 31, 2005

The purpose of a capital assets policy is to provide control and accountability over the Commission’s capital assets.

Capital assets are defined as those assets (equipment, computers, computer software, furnishings, buildings, land, etc) owned by CVRPC that have a useful (working) life greater than one year and a unit cost of $500 or more.

All capital assets will be recorded at historical cost. Assets acquired through donation will be recorded at their estimated fair market value, including incidental costs necessary to place the asset in condition for its intended use, on the date of donation. In addition to purchase price or construction cost, capital costs may include incidental costs, such as bond interest and issuance costs, insurance during transit, freight, duties, title search, title registration, legal and professional fees, installation, taxes, extended warranty and/or maintenance contracts purchased at the same time as the asset, and breaking-in costs; i.e. costs that are necessary to place the asset in its intended location and condition for use. Should the Commission be in a position to purchase land, the capitalized cost of land will include the purchase price plus costs such as legal fees, fill, excavation, etc incurred to put the land in condition for its intended use.

The straight line depreciation method will be used.

Physical inventories of all capital assets will be taken annually and the inventory completed prior to June 30. However, when a capital asset is acquired, it will be added to the Commission’s
inventory list at the time of acquisition. Inventory includes listing the item number, manufacturer, date of acquisition, purchase price, and to which staff member the asset is allocated for Commission use. When an asset is sold or otherwise removed from the inventory, the date of this occurrence and the method of disposal shall be recorded on the inventory.

Note: This Record Retention Policy has been superseded by a standalone policy adopted by the Executive Committee on March 4, 2019.

Record Retention Policy

Regarding record retention, CVRPC’s computers are all networked to CVRPC’s onsite server. The server has sufficient capacity to store all records, emails, map data, etc that is used in doing the business of the Commission. The server is backed up daily and a back up tape is made monthly that is then kept off-site. All backups are a complete backup of the entire contents of the server, emails, documents, records, software, and provide CVRPC with the ability to retrieve any and all information and data at will. Because of the size of the storage space on the server, it is not necessary to periodically delete any of the data in order to make room for more. As a result, all digital data is maintained. This includes all financial data and Quick Books financial management software. However, should there be a need to delete data, the following retention time frames will be followed:

The following documents (paper and digital) shall be kept for a minimum of three years:
- Bank Reconciliations and Statements
- Canceled Checks
- Correspondence
- Duplicate bank deposit slips
- Employment applications
- Monthly accounts receivable and accounts payable aging reports
- Petty cash vouchers
- Inventory records—or the life of the inventoried item
- Purchase orders and receiving reports
- Sales Records and Journals

The following (paper and digital) documents shall be kept for a minimum of seven years:
- Accounts receivable and accounts payable ledgers
- Accounts receivable and accounts payable year end aging reports
- Bank statements
- Canceled checks
- Customer invoices
- Expired Contracts & Leases
- Interim financial statements (monthly or quarterly)
- Loan payments and schedules
- Payroll Records & Tax Returns
- Time Sheets
Personnel records after termination
Vendor invoices
Vouchers for Payment to Employees for Reimbursements, Allowances, etc.
Sales Tax Returns

The following (paper and digital) documents shall be kept indefinitely:
Annual financial statements
Contracts & Leases Still in Effect
Articles of Incorporation and Bylaws
Company Policy & Practice Manuals
Board meeting minutes
Employee pension records
Insurance Policies (including expired policies)
Charts of Account
General ledger
Depreciation Schedules
IRS audit reports

Documents not to be saved, or where the need to be saved has expired, will be thrown away or shredded, whichever is appropriate.
CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT MINUTES
May 4, 2020 Meeting

Present:

☑ Julie Potter  ☑ Laura Hill-Eubanks  ☐ Michael Gray
☑ Dara Torre  ☑ Steve Lotspeich  ☐ Janet Shatney
☑ Gerry D’Amico

Staff: Bonnie Waninger, Nancy Chartrand, Pam DeAndrea

Call to Order
Chair Hill-Eubanks called the meeting to order at 4:08 pm.

Adjustments to the Agenda
L. Hill-Eubanks requested the Administrative & Financial Policy and Procedures be removed from the agenda and reviewed at the next meeting.

Public Comment
None

Contract/Agreement Authorization
Dubois & King – Stormwater Services Master Agreement, Addendum 1 – M. Gray recused himself for this decision; the contract provides services for a Woodbury project. Discussion ensued regarding local and state permit fees. It was confirmed that CVRPC would not be paying any permit fees.

S. Lotspeich moved to authorize the Executive Director to sign contract addendum for the Woodbury stormwater projects; J. Potter seconded. Motion carried, with M. Gray recusing.

Clean Water Service Provider (CWSP) Proposal
P. DeAndrea provided an overview of the updated proposal noting a revision for the role of Chittenden County Regional Planning Commission (CCRPC). CVRPC will be the administrator with assistance from CCRPC to set up program at the outset, but CVRPC would take the lead administrator role following set-up. Lotspeich advised he participated in the recent partner meeting regarding the CWSP program.

There appeared to be uncertainty about whether this project will be fully funded due to COVID-19 concerns and state revenues being impacted. He is concerned that by the time CVRPC receives funding it may be somewhat diluted. He suggested CVRPC needs to be cautious moving forward with this program. Lotspeich noted the proposal should not commit funding for partner participation in the Basin Council as the amount of funding may not support that. DeAndrea agreed that specific commitments should not be in the proposal, and she will review and confirm that they are not.
No action was taken because the Committee had previous authorization proposal submission.

Office Updates

N. Chartrand advised that the CVRPC’s current landlord has suggested that a decision regarding lease renewal be placed on hold due to COVID-19 and revisited prior to September 2021. If Executive Committee agrees, staff would request a written lease extension. M. Gray advised keeping status quo for another year make sense. J. Potter advised it is difficult to secure contractor commitments right now, which may make it difficult to develop a detailed package/proposal. The Committee concurred a one-year lease extension makes sense.

B. Waninger advised fiscal sponsorship for the East Calais Community Trust (ECCT) will not move forward. ECCT and CVRPC held a call with NBRC and ACCD, which confirmed the grantee must retain site control (ownership or lease) for 20 years. Waninger provided coaching to ECCT regarding grant requirements. ECCT is moving their application forward as NRBC will allow them to apply without having non-profit status if they obtain it before a notice to proceed is issued. ECCT expressed interest in having CVRPC act as project manager. Staff will provide a scope of work and cost estimate when it receives the grant scope.

Waninger further advised that Rock and DeAndrea have reduced their hours by one day per week each, beginning 4/25. CVRPC is transitioning to the new contracted accountant as of today. They are moving forward with invoicing and payroll, and are estimating 3-4 weeks to catch up. After CVRPC, they will catch up Wrightsville Beach Recreation District.

Waninger noted that the State is looking to claw back funds that are not under contract. ACCD returned two million dollars and successfully defended returning the 4th quarter payment to RPCs. The Budget Office had requested paid back of these funds. Waninger has directed staff to focus on essential ACCD tasks only through June 30th. The FY21 budget will include an assumed 25% reduction in ACCD funding as a scenario. The Legislature is planning to pass a three-month budget and then revisit. CVRPC should expect flexibility in funding for FY21.

In compliance with the Governor’s most recent Executive Order addendum, all CVRPC staff completed VOSHA’s required COVID safety training. Staff will be writing an Organizational Safety Plan before returning to the office or initiating field work. A plan is not necessary while telecommuting continues.

CVRPC has been notified it won an ESRI Special Achievement in GIS award for the map Ashley did for the Hunger Council. Congratulations to Ashley!

L. Hill-Eubanks inquired when staff might transition back to the office. Waninger expects telecommuting will continue into June or July as the Governor continues to promote telecommuting when possible. There also was discussion about initiating Board meetings remotely.
Policy and Procedures Updates

Nominating Committee Rules of Procedure - B. Waninger advised Nominating Committee Rules of Procedure (ROP) were updated to reflect the Commission’s bylaws update. She advised the Committee Guidelines be appended to the ROP.

S. Lotspeich agreed appending the Guidelines made sense. It was confirmed that the ROP were an entirely new document for the Nominating Committee. J. Potter supported referencing the Guidelines and appending them to the ROP.

D. Torre moved to recommend forwarding the Nominating Committee Rules of Procedure and Guidelines to the Board of Commissioners for adoption; M. Gray seconded. Motion carried.

G. D’Amico joined the meeting at 4:55 pm.

Credit Card and Charge Account Policy - Waninger provide an overview of changes, mainly to reflect non-gender specific pronouns and incorporate references to online bill pay. The Office Manager was substituted for the Finance Accountant for out of state travel. Procedures were updated for recently adopted internal controls.

G. D’Amico moved to adopt updates to the Credit Card and Charge Account Policy; J. Potter seconded. Motion carried.

Consent Items

S. Lotspeich moved to approve the consent items; M. Gray seconded. Motion carried.

Commission Meeting Agenda

At the last meeting, the Committee agreed to have the Nominating Committee email a slate of candidates to the Board and then present at a virtual May meeting for any additions and approval. Once a slate is approved, a ballot would be mailed to Commissioners following the meeting. The Nominating Committee meeting must be a publicly warned meeting with 24 hours’ notice. Hill-Eubanks will contact Shatney regarding scheduling.

The CWAC item is to briefly describe the revised draft basin plan process to Board members.

Waninger anticipates a 20-40-minute meeting. Proper virtual meeting etiquette was discussed. The Committee asked that etiquette be discussed at the outset of the meeting and attendance taken. Recent virtual meeting etiquette from VPA could be included in the packet. Waninger will add this to the agenda.
J. Potter moved to approve the May 12 Board of Commissioners agenda as amended; M. Gray seconded.  
Motion carried.

Executive Session
L. Hill Eubanks described the process for entering and exiting executive session, and returning to the regular meeting to adjourn.

M. Gray moved to enter into executive session at 5:17 pm for Personnel; G. D’Amico seconded.  Motion carried.

S. Lotspeich moved to exit executive session at 5:39 pm; M. Gray seconded.  Motion carried.

No action was taken during executive session.  Discussion regarding the Executive Director’s compensation will occur at the next meeting.

Adjourn
S. Lotspeich moved to adjourn at 5:40 pm; J. Potter seconded.  Motion carried.

Respectfully submitted,  
Nancy Chartrand, Office Manager