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DRAFT
AGREEMENT FOR FINANCIAL MANAGEMENT SERVICES

By and Between
Lamoille County Planning Commission
And
Central Vermont Regional Planning Commission

I. AGREEMENT FOR SERVICES

- A. It is agreed by and between the Lamoille County Planning Commission (hereafter referred to as LCPC) and the Central Vermont Regional Planning Commission (hereafter referred to as CVRPC) that the LCPC shall provide financial management services to CVRPC. Dee Gish, Financial Manager at LCPC, will provide financial management services to CVRPC for 20 hours a week, in accordance with the steps outlined in Attachment A: Work Plan and Budget Summary.
- B. This Agreement consists of the body and Attachment A, which is incorporated herein.

II. GENERAL TERMS AND CONDITIONS

- A. The maximum dollar amount for all services performed under this Agreement shall equal half the total employment costs--excluding office space, computers and other technology costs-- incurred by LCPC for employing the Financial Manager
- B. The period of performance under this Agreement shall commence on May 8, 2025.
- D. Changes, modifications, or amendments in the schedule, terms, conditions, and fees of this Agreement shall be written and signed by the duly authorized representatives of the LCPC and CVRPC.
- E. The parties agree that the Finance Manager will follow the personnel and financial services polices of LCPC while working on LCPC related projects and follow the personnel and financial services polices of CVRPC while working on CVRPC related projects,
- F. CVRPC shall have the right at all reasonable times to evaluate the work being performed under this Agreement.

- G. CVRPC's principal contact for this agreement is Christian Meyer. LCPC's principal contact for this agreement is Tasha Wallis.
- H. This contract may be terminated by either party by giving written notice at least 30 days prior to the effective date of such termination. All costs and fees earned prior to the date of termination shall be reimbursed to the LCPC by CVRPC.
- I. The fees charged for services for the duration of this agreement will be actual costs up to the maximum limit as described in Attachment A of this agreement.

III. OBLIGATIONS OF THE LCPC

- A. LCPC staff will work with CVRPC in providing the services listed in Attachment A.
- B. The LCPC and CVRPC shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available upon request.
- C. The LCPC shall invoice CVRPC on a quarterly basis for costs incurred under this agreement.
- D. The LCPC and CVRPC shall make available to each other all documents generated by this agreement.
- E. The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as LCPC deems appropriate.

IV. OBLIGATIONS OF CVRPC

- A. In consideration of the services to be provided by the LCPC, the CVRPC shall pay the LCPC after review and approval of invoices submitted in accordance with the provisions of Section III. C.
- B. CVRPC agrees to participate in meetings with LCPC staff, as necessary.
- C. CVRPC agrees to cooperate with and administratively assist the LCPC in carrying out its tasks.

V. GENERAL TERMS AND CONDITIONS

- A. Changes, modifications and amendments in the terms, conditions, and fees of this Agreement shall be in writing and be signed by the duly authorized representatives of LCPC and the CVRPC.
- B. Before commencing work on this Agreement, LCPC must provide certificates of insurance to show minimum required coverages are in effect. It is the responsibility of LCPC to maintain current certificates of insurance on file with CVRPC through the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

**For Central Vermont Regional
Planning Commission**

For Lamoille County Planning Commission

Christian Meyer,
Executive Director

R. Tasha Wallis,
Executive Director

Date: _____

ATTACHMENT A SCOPE OF WORK

ACTIVITY(S) TO BE PERFORMED

1. Perform Accounting Services. Typical services include, but are not limited to:
 - Payroll including tax and benefit payments and reporting.
 - Invoicing and record deposits
 - Payables (CVRPC will code for appropriate jobs and items)
 - Reconciling cash accounts
 - Provide monthly financial statements and a monthly financial report for the Executive Director and Executive Committee
 - Participate in monthly Executive Committee meetings as requested to report on finances
 - Update the financial system as needed to improve performance and to accommodate changing requirements
 - Complete accounting and fiscal agent services for the outside organizations served by CVRPC
 - Preparation and negotiation of the indirect cost proposal
 - Work with CVRPC's Office Manager to:
 - identify where internal controls should be strengthened,
 - document modifications to internal controls and administrative procedures affected by accounting services, and
 - identify policies and procedures that CVRPC should develop or update
 - Other duties as necessary
2. Prepare for and participate in CVRPC's Annual Audit. Typical services include, but are not limited to:
 - Assemble and prepare documents required by the auditor
 - Verify and, if necessary, reconcile revenues and expenses
 - Prepare schedule of federal expenditures
 - Reconcile year end expenses and bank statements
 - Reconcile payroll taxes with reporting
 - Update equipment inventory
 - Update depreciation schedule
 - Prepare list of year-end accounts payable and accrued expenses
 - Reconcile deferred grant revenue and refundable advances from funders
 - Reconcile of net assets classifications
 - Participate in audit field work and response to questions and requests from the auditor
 - Complete other duties as necessary

BUDGET SUMMARY

Total Estimated Employment Costs (excluding office space, computers and other technology costs)

Salary	97,000.00	Yearly	8,083.33	Monthly
Fringe				
FICA		6,014.00		501.17
Medicare		1,406.50		117.21
Child Care		426.80		35.57
Retirement		6,790.00		565.83
Disability		480.00		40.00
Health Ins		14,626.92		1,218.91
Unemployment		88.00		7.33
Life Insurance		534.00		44.50
Dental Insurance		1,204.68		100.39
Health Care Stipend		1,200.00		100.00
Monthly Tech Stipend		480.00		40.00
Total Yearly Cost		\$130,250.90	Monthly Cost	\$10,854.24

COMMUNITY TREE PLANTING GRANT
Central Vermont Regional Planning Commission
Sub-Grant Agreement with: Barre City
Contract Number: 2025-05

1. Parties: This is a Contract between the Central Vermont Regional Planning Commission, a public body formed by its member municipalities, as enabled under 24 VSA 4341, with its principal place of business at 29 Main Street Suite 4 Montpelier, VT 05602 hereinafter referred to as CVRPC, and Barre City, (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 Grant Agreement is EC 5.6 – Clean Water: Stormwater: Urban Tree Planting Block Grant Program, pursuant to the federal American Rescue Plan Act of 2021 and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached hereto. Detailed scope to be provided by the Subrecipient are described in Attachment A.
3. Award Details: Amounts, dates, and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. The detailed scope of work covered by this award is described in Attachment A.

4. Source of Funds:

Federal Granting Agency	US Department of the Treasury
CFDA Title	Coronavirus State and Local Fiscal Recovery Fund
CFDA Number	21.027
Award Name	American Rescue Plan Act (ARPA) Vermont State Recovery Fund
Award Number	SLFRP4407
Award Year	2021
State Granting Agency	Vermont Department of Forests, Parks, & Recreation
Block Grant Number	06130-UCFARPA-UTPP-2023
Block Grantee	Chittenden County Regional Planning Commission

5. Maximum Amount: In consideration of the services to be performed by Sub-grantee, CVRPC agrees to pay Sub-grantee, in accordance with the payment provisions specified in Attachment B, **a sum not to exceed \$10,452.**
6. Match Requirement: There is no match requirement.
7. Contract Term: The period of Sub-grantee’s performance shall begin March 1, 2025 and end on June 15, 2026.
8. Procurement: The Sub-grantee certifies that for any equipment, supplies, and/or services

outside of their organization that they have a procurement policy and will follow it.

9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the CVRPC and Sub-grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.
10. Cancellation: This Contract may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

11. Contacts:

Grant Administrator:	Sub-grantee:
Central Vermont RPC	Barre City
c/o Lincoln Frasca, Planner	c/o Janet Shatney, Planning Director
29 Main Street, Suite 4	6 North Main Street Suite 2
Montpelier, VT 05602	Barre City, VT 05641
802-229-4164	802-477-1465
Email: frasca@cvregion.com	Email: PPADirector@barrecity.org

12. Attachments: This Contract includes the following attachments that are incorporated herein by reference
 Attachment A – Sub-grantee Scope of Work, Schedule & Budget
 Attachment B – Payment Provisions and Monitoring/Reporting Requirements
 Attachment C – Standard Contract Provisions for Contracts and Grants
13. Pass-through Provisions: The Terms and Conditions of the Contract between CVRPC and the Vermont Department of Forest, Parks & Recreation as included in the attachments, and as may be modified by the U.S. Treasury, pass through to all tiers of Sub-grantees or Sub-recipients.
14. Legal Name and Unique Entity Identifier (UEI): The following information is required. If the Sub-grantee does not have a current UEI⁽¹⁾ number and registration with the US Federal Contractor Registration then the Sub-grantee must obtain or update existing UEI record and register with the US Federal Contractor Registration. The Sub-grantee shall not be paid until a UEI number is on file with CVRPC.

Contract Number: 2025-05

Legal Name and UEI Number on File with the US Federal Contractor Registration:

HG4DLHDB7YL3
UEI Number

City of Barre
Print Legal CCR Name

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

☐ Yes ☒ No

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

1. _____
2. _____
3. _____

4. _____
5. _____

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

By the Central Vermont Regional Planning Commission (CVRPC):

Signature: Christian Meyer

Date: 4/15/2025

Name: Christian Meyer
Title: Executive Director
Agency: Central Vermont Regional Planning Commission
E-mail: meyer@cvregion.com
Phone: 802-229-0389

By the Sub-grantee:

Signature: [Signature]

Date: 4/14/2025

Name: Nicolas Storellicastro
Title: City Manager
Agency: Barre City
E-mail: citymanager@barrecity.org
Phone: 802-479-0245

ATTACHMENT A

SCOPE OF WORK TO BE PERFORMED

The Sub-grantee will:

1. Prepare Site 3 for modified Stockholm planting, including relocation of existing bench, removal and disposal of asphalt, preparation of ground for seeding, and seed, mulch, and water the planting site.
2. Procure a contractor to plant at least 4 trees as shown in the planting plan, including any required soil amendments, mulching, and watering bags.
3. Conduct a tree health and pruning workshop for Barre City Facilities, Grounds, and Street Department staff.
4. Host a playground planting community celebration.
5. Coordinate a post-planting site visit with VT UCF Program Staff (which may take place at the community celebration in Task 4).
6. Provide ongoing maintenance required under Attachment D. Subrecipient is additionally responsible for a three-year guarantee period for planted material.

Grant Requirements and Deliverables

The Sub-grantee shall perform the activities as described above. In carrying out the project, the Subrecipient shall:

1. Submit, upon completion of the project, the financial and reporting documentation as outlined in Attachment B.
2. Maintain all documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and make them available to the CVRPC for inspection for a period of three (3) years from the end of the grant period.
3. Credit the Vermont Department of Forests, Parks and Recreation, Urban & Community Forestry Program, and the Chittenden County Regional Planning Commission in any material or publicity. All data and materials created or collected under this Agreement – including all digital data – are public records. Sub-grantee may utilize the information for their own purposes but shall not copyright these materials.
4. Comply with OMB guidance subparts A through F of 2 CFR Part 200.

ATTACHMENT B

PAYMENT PROVISIONS AND MONITORING/REPORTING REQUIREMENTS

1. **Source of Funds.** The funds used to support this Contract, in full or in part, are provided through the U.S. Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds as part of the federal American Rescue Plan Act of 2021 (ARPA); this Contract therefore is subject to payment criteria and specific reporting requirements mandated by the U.S. Treasury and the State of Vermont.
2. **General Payment Criteria.** The CRPC agrees to compensate the Sub-grantee for services performed as defined in the Sub-grantee budget, up to the maximum amount below, provided such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant. The Sub-grantee budget is described in the Sub-grantee's proposal, included as Attachment A.

Maximum amount payable: \$10,452

3. **Use of Funds.** The Sub-grantee agrees that all funds shown in the budget, and the match, are to be spent as detailed by cost classification and by task. If funds are not to be spent as detailed in the budget, the Sub-grantee must obtain written approval from the CVRPC prior to the expenditure of such funds.
4. **Payment Amounts and Timing.** The Subrecipient may submit invoices upon completion of each phase as outlined below and acceptance by CVRPC, which will be remitted within 60 days of invoice receipt. Maximum amounts for phase completion are as follows:
 - 75% of award upon grant execution and submission of invoice
 - Remaining amount (totaling 25% of total project costs) as reimbursement upon receipt and approval of the final report described in paragraph 3.
5. **Certification of Costs.** All invoices must include the following statement and a signature of the authorizing official:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

6. **Reporting.** The Subrecipient shall submit to the CVRPC, no later than June 15, 2026, a final report on the project activities. This report shall include the following:
 - a. Written list of expenditures by task and by expense category comparing proposed budget outlined in grant application to actual expenditures. Labor and fringe costs are based on actual costs. Indirect costs, if charged, must be in accordance with grant requirements.
 - b. A written story (up to one page) about the project with photo documentation if applicable to be used by the Vermont Urban and Community Forestry Program to share the project. Possible uses include: e-newsletter, blog post, website, and printed material. Project summaries need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of activities undertaken, obstacles encountered, solutions achieved, milestones, deliverables, and schedule.

- c. Provide digital copies of all products developed as part of this grant, if applicable. (This might include master plans, maps, inventories, or other printed materials).

CVRPC reserves the right to request a progress report at any point during the term of the award. Such reports shall be submitted within 15 business days of the request.

- 7. Federal Funding Accountability and Transparency Act of 2006 Compliance.** With the exception of Sub-grantees receiving less than \$25,000 of Federal funds through this grant program, and/or for entities with previous tax year gross income less than \$300,000; the CVRPC is required by law to report at least the following information regarding the Sub-grantee into the OMB federal website (<https://USASpending.gov>):

- a. The name of the entity receiving the award;
- b. The amount of the award;
- c. Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- d. The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;
- e. A unique identifier of the entity receiving the award and of the parent entity of the recipient (the UEI number), should the entity be owned by another entity; and
- f. Any other relevant information specified by OMB.

CVRPC will collect the information listed above as needed to ensure compliance with the Act.

- 8. Incident Reporting.** The Sub-grantee must report the following events by e-mail as soon as possible after they occur:
- a. Developments that have a significant favorable impact on the project.
 - b. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award
 - c. A change or anticipated change in staffing assigned to the scope of work.
- 9. Completion of Work.** If the work described in any invoice as provided by the Sub-grantee has not been completed to the satisfaction of CVRPC, as determined by the Grant Manager, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.
- 10. Additional Funds.** Any additional funds required to complete the project activities will be the responsibility of the Sub-grantee to obtain. CVRPC shall not be responsible for any other expenses of the Subrecipient.

11. Submission of Invoices. Invoices shall be submitted to the contacts as noted below. **Invoices should be e-mailed.**

Submit Invoices to: Central Vermont Regional Planning Commission
c/o Lincoln Frasca
29 Main Street
Montpelier, VT 05602
frasca@cvregion.com

Copy to: Christian Meyer, Executive Director
meyer@cvregion.com

12. Extensions. If the aforementioned conditions cannot be met by the project close-out date, the Subrecipient must request an extension from CVRPC in writing one month prior to the close-out date.

13. Default. Failure to adhere to the terms of this Contract shall constitute an “Event of Default” and will result in a mandate to return the funds already disbursed under this Contract, and/or the withholding of current and future payments under this Contract until such time as the Default is resolved to CVRPC’s satisfaction.

ATTACHMENT C
Standard Provisions for Contracts and Grants

1. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Subrecipient or Subrecipient, with whom the Central Vermont Regional Planning Commission (CVRPC) is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a Contract, CVRPC Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Contract will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, **Chittenden Unit**. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the CVRPC with regard to its performance under this Agreement. Party agrees that the CVRPC shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Appropriations:** If this Contract extends into more than one fiscal year of the CVRPC (July 1 to June 30), and if appropriations are insufficient to support this Contract, the CVRPC may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Contract is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the CVRPC may suspend or cancel this Grant immediately, and the CVRPC shall have no obligation to pay Sub-recipient from CVRPC revenues.
5. **No Employee Benefits For Party:** The Party understands that the CVRPC will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to CVRPC employees, nor will the CVRPC withhold any CVRPC or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Contract. The Party understands that all tax returns required by the Internal Revenue Code and the CVRPC, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Contract income will be provided by the CVRPC to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the CVRPC.
7. **Defense and Indemnity:**
 - A. The Party shall defend the CVRPC and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The

CVRPC shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

- B. After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in **Franklin Superior Court** requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.
 - C. The Party shall indemnify the CVRPC and its officers and employees in the event that the CVRPC, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
 - D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the CVRPC to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.
- 8. Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.
- 9. Reliance by the CVRPC on Representations:** All payments by the CVRPC under this Contract will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 10. False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- 11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- 12. Use and Protection of State Information:**
- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

B. With respect to State Data, Party shall:

- i. take reasonable precautions for its protection;
- ii. not rent, sell, publish, share, or otherwise appropriate it; and
- iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:

- i. strictly maintain its confidentiality;
- ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
- iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

- i. industry-standard firewall protection;
- ii. multi-factor authentication controls;
- iii. encryption of electronic Confidential State Data while in transit and at rest;
- iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
- vi. training to implement the information security measures; and
- vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

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

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

- 13. Subrecipient Monitoring:** CVRPC is required to monitor the activities of the Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. As such, our monitoring of the Subrecipient shall include reviewing required financial and programmatic reports, ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award, and issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from CVRPC. Depending on the risk assessment, CVRPC may provide the Subrecipient with training and technical assistance on program-related matters, perform on-site reviews of Subrecipient's program operations or arrange for agreed-upon procedures engagement for audit services. Finally, we will verify that each Subrecipient is audited as required in 2 CFR §200.501 Audit Requirements, when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold, and will obtain copies of Subrecipient's annual audit and management letter. If conditions necessitate, adjustments to the CVRPC's records will be made and enforcement actions will be taken against noncompliant subrecipients as described in 2 CFR §200.3398 Remedies for noncompliance.
- 14. Access to Records and Retention Requirements:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 15. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 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 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Contract. Party further agrees to include this provision in all subcontracts.
- 16. Taxes Due to the State:** As required by law (32 V.S.A. Section 3113) the Party hereby certifies, under the pains and penalties of perjury, that it 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 as of the date the Party signs the Contract.
- 17. 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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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

- 18. Sub-Agreements:** Party shall not assign, subcontract or sub-grant the performance of this Contract or any portion thereof to any other Party without the prior written approval of the CVRPC. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor. Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont:
- a. Section 10 (“False Claims Act”);
 - b. Section 11 (“Whistleblower Protections”);
 - c. Section 12 (“Location of State Data”);
 - d. Section 14 (“Fair Employment Practices and Americans with Disabilities Act”);
 - e. Section 16 (“Taxes Due the State”);
 - f. Section 18 (“Child Support”);
 - g. Section 20 (“No Gifts or Gratuities”);
 - h. Section 22 (“Certification Regarding Debarment”);
 - i. Section 30 (“State Facilities”);
 - j. and Section 32.A (“Certification Regarding Use of State Funds”).
- 19. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the CVRPC during the term of this agreement.
- 20. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
- 21. 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. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.
- 22. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 23. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by CVRPC from the Party in connection with this Agreement, and any obligations of the CVRPC to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 24. Force Majeure:** Neither the CVRPC nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

25. Termination:

- A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the CVRPC (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the CVRPC may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the CVRPC may suspend or cancel this Agreement immediately, and the CVRPC shall have no obligation to pay Party from CVRPC revenues.
- B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the CVRPC. All CVRPC property, tangible and intangible, shall be returned to the CVRPC upon demand at no additional cost to the CVRPC in a format acceptable to the CVRPC.

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

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

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

29. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the CVRPC whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that

the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the CVRPC, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

30. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the CVRPC the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

ATTACHMENT D
TREE PLANTING SPECIFICATIONS FOR
COMMUNITY TREE PLANTING GRANTS

Part 1 General

1.1 Scope of Work

1.1.1 Planting trees

1.1.2 Initial maintenance and guarantee of plant materials

1.2 Quality and Performance Assurances

1.2.1 The Subrecipient shall furnish all contractors with a copy of these specifications, and all contractors must read, sign one copy, and agree to follow specifications outlined.

1.2.2 The Subrecipient shall inspect work periodically to ensure that all specifications are adhered to. Changes in specifications can be made only after approval from the Urban and Community Forestry Program.

1.2.3 Subrecipient shall insure that contractor's use all means necessary to protect all materials before, during and after installation including proper storage. Follow the manufacturer's recommended procedures for unloading, storage and installation where applicable.

1.2.4 Plant materials shall be in accordance with the American Standard for Nursery Stock, ANSI Z60-1-1990, as defined by the American Association of Nurserymen.

1.3 Warranty

1.3.1 All plant material shall remain alive and be in a healthy, vigorous condition for a period of three years after completion of the entire project.

1.3.2 Replace, in accordance with the drawings and specifications, all plants that are dead or, as determined by the Subrecipient or staff with the Urban and Community Forestry Program, are in an unhealthy or unsightly condition. Subrecipient or contractor shall bear the cost of replacement(s).

Part 2 Products

2.1 Plant Materials

2.1.1 Plant material shall conform to American Standard for Nursery Stock, ANSI Z60.1.

2.1.2 Plants shall be true to species and variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug, oversized balled, and be of the form necessary to meet design standards. They shall be sound, healthy, vigorous, well-branched and densely foliated when in leaf and free of disease and insects (eggs or larvae). They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.

2.1.3 Plants shall not be heavily pruned before delivery. Trees with multiple leaders, unless specified, will be rejected. Trees with damaged or crooked leader, abrasion of bark, sunscald, disfiguring knots, insect damage, or cuts of limbs over $\frac{3}{4}$ inch (2 centimeters) in diameter that are not completely calloused should be rejected.

2.1.4 Plants shall conform to the measurements specified, except for plants larger than those specified. If larger plants are used, the root ball shall be increased in proportion to the size of the plant. Caliper measurements shall be taken on the trunk 6 inches (15 centimeters) above the natural ground line. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum size specified. Balled and burlapped trees shall be a minimum of 2-inch caliper.

2.1.5 All plants shall be labeled by plant name and size. Labels shall be attached securely to all plants, bundles and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.

2.2 Guying, Staking and Wrapping Materials (OPTIONAL)

2.2.1 Wood stakes shall be sound, uniform, hardwood, redwood or cedar. Wood stakes shall be, a minimum 2-inch section, 6 feet long and pointed at one end. Ground anchors, if specified, shall be arrowhead shaped earth anchors of malleable iron castings, aluminum castings, or stamped steel. Support ties shall be 2-inch or wider bands of polypropylene, or elasticized or webbed strapping. Wrapping materials shall be a standard manufactured tree wrapping paper.

2.3 Mulch

2.3.1 Mulch shall be 6 months old well-rotted bark mulch not larger than 4 inches in length and $\frac{1}{2}$ -inch in width, free from woodchips, sawdust, or twigs.

Part 3 Execution

3.1 Digging and Handling Plant Materials

3.1.1 Plants are to be dug with firm, natural balls of earth of diameter not less than that recommended in the Tree and Shrub Transplanting Manual as published by the International Society of Arboriculture, and of sufficient depth to include fibrous and feeding roots. Plants will not be accepted if the ball is dry, cracked or broken before or during planting operation. The root flare shall be within the top 2 inches of the soil ball.

3.2 Excavation

3.2.1 Tree pits are to be excavated no deeper than the depth of the root ball and three (3) times the diameter of the root ball.

- 3.2.2 Sub-grade soils shall be separated from the upper topsoil and if of poor quality, replaced with topsoil when backfilling. Sub-grade soil in pits shall be left undisturbed.
- 3.2.3 If tree pits are excavated with mechanical equipment, scarify the sidewalls and bottom prior to planting. Care shall be exercised to reduce soil compaction on site.

3.3 Planting Operations

- 3.3.1 Plants must be protected at all times from sun or drying winds. Plants that cannot be planted immediately on delivery shall be kept in the shade, well-protected with soil, covered with wet mulch or other acceptable material, and kept well-watered. Plants shall not remain unplanted any longer than three days after delivery to the site. Plants shall not be bound with wire or rope so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damage.
- 3.3.2 Plants shall be set at the same relationship to finish grade as they were to the ground from which they were dug. Plants must be set plumb and braced rigidly in position until prepared topsoil has been tamped solidly around the ball and roots. Plants shall be set so that they will be the same depth in one year. The trees shall be planted with the top of the root flare, or first woody root, exposed even if soil must be removed gently from the top of the ball. Briefly remove burlap to inspect root ball prior to setting in hole to determine proper hole depth.
- 3.3.3 Ropes, strings and wrapping from the ball shall be removed before the plant is backfilled, although the bottom 1/3 of the wrapping may be left intact under the ball in certain cases, if deemed better for plant survival by a certified arborist. All waterproof or non-degradable wrappings shall be removed from the ball. Wire baskets shall be cut and removed from the ball.
- 3.3.4 Plant pits shall be backfilled with on-site excavated material unless directed otherwise. When pits are approximately 2/3 full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, topsoil is to be installed to the top of pit and watered. Puddled soil conditions are to be avoided.
- 3.3.5 Planting areas are to be finish-graded to conform to grades after full settlement has occurred.
- 3.3.6 Plantings shall receive a 3" (10 cm) layer of shredded bark mulch in minimum of a 24" diameter circle around the trunk of the tree, without touching the tree trunk itself.
- 3.3.7 Plants shall be thoroughly watered immediately after planting.

3.4 Staking/Guying, Wrapping and Pruning (OPTIONAL)

3.4.1 Staking shall be done only if the tree requires support in strong winds or protection from equipment, vehicles or vandals. If staking is necessary, stakes of non-rusting metal or untreated wood shall be driven outside the root ball and attached to the tree with broad straps, not wires, about six inches above the lowest level at which the trunk can be held and still return upright after the top is deflected. The Contractor or Subrecipient shall be responsible for removing, staking and guying materials no later than one year after planting.

3.4.2 Trees shall not be wrapped except in extreme weather zones or where reflective heat could be a problem. Wrapping shall only be used during the winter months. It is the responsibility of the Contractor or Subrecipient to remove the wrap in the spring.

3.4.3 Plants shall not be pruned at the time of planting except to remove broken branches. Broken branches shall be pruned with a sharp tool and in a manner to retain and encourage the plant's natural growth characteristics. The crown of a young tree shall not be cut back to compensate for root loss. Wound paint or dressing shall not be used.

3.5 Maintenance of Plant Materials

3.5.1 Maintenance shall consist of watering, cultivating, weeding, mulching, tightening and repairing straps and stakes, stake and wrap removal after one growing season, resetting plants to proper grades or upright position, and furnishing and applying such sprays or other materials as are necessary to keep plantings free of insects and disease and in healthy and thriving condition. The Subrecipient and the Contractor should arrange who is responsible for this maintenance.

3.6 Guarantee Period and Replacements

3.6.1 The guarantee period for plant materials shall begin at the date of planting.

3.6.2 The contractor shall guarantee all plant material to be in healthy and thriving condition for a period of one year from the date of acceptance.

3.6.3 The Contractor shall replace, without cost and promptly as weather conditions permit, all plants determined by the supervisor to be dead or dying during the guarantee period. Plants with dead or dying branches or branch tips, or with foliage showing abnormal density, size or color shall be replaced except where the contractor demonstrates that plant failure was not attributable to their actions or negligence. Replacements shall be subject to requirements stated in this specification.

3.6.4 The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during the extended guarantee period, the supervisor may elect subsequent replacement or credit for that item.

3.7 Planting Season

3.7.1 All deciduous material shall have been dug when dormant and prior to bud swelling.

3.7.2 All conifers shall be dug in the spring, prior to bud elongation or in late summer after new growth has hardened off.

3.7.3 Planting should take place as soon as possible after trees have been dug. Planting should take place in the spring or fall.

3.7.4 Although discouraged, summer planting may be performed if additional measures are taken to ensure proper irrigation.

3.8 Watering and Care

3.8.1 A clear watering plan including devices like watering bags and soaker hoses etc. should be established to ensure tree survival. The plants shall be watered at least weekly during the dry season. Contractor or Subrecipient shall keep the area immediately surrounding the tree free from weeds and turf.

COMMUNITY TREE PLANTING GRANT**Chittenden County Regional Planning Commission****Sub-Grant Agreement with:** Central Vermont Regional Planning Commission

Sub-Award Number: CTPG-CVRPC-01

1. **Parties:** This is a Contract between the Chittenden County Regional Planning Commission, a public body formed by its member municipalities, as enabled under 24 VSA 4341, with its principal place of business at 110 West Canal Street, Suite 202, Winooski, VT hereinafter referred to as CCRPC, and the Central Vermont Regional Planning Commission, 29 Main Street, 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 Grant Agreement is EC 5.6 – Clean Water: Stormwater: Urban Tree Planting Block Grant Program, pursuant to the federal American Rescue Plan Act of 2021 and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached hereto. Detailed scope to be provided by the Subrecipient are described in Attachment A.
3. **Award Details:** Amounts, dates, and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. The detailed scope of work covered by this award is described in Attachment A.
4. **Source of Funds:**

Federal Granting Agency	US Department of the Treasury
CFDA Title	Coronavirus State and Local Fiscal Recovery Fund
CFDA Number	21.027
Award Name	American Rescue Plan Act (ARPA) Vermont State Recovery Fund
Award Number	SLFRP4407
Award Year	2021
State Granting Agency	Vermont Department of Forests, Parks, & Recreation
Block Grant Number	06130-UCFARPA-UTPP-2023
Block Grantee	Chittenden County Regional Planning Commission
5. **Maximum Amount:** In consideration of the services to be performed by Sub-grantee, CCRPC agrees to pay Sub-grantee, in accordance with the payment provisions specified in Attachment B, **a sum not to exceed \$11,497.**
6. **Match Requirement:** There is no match requirement.
7. **Contract Term:** The period of Sub-grantee’s performance shall begin March 1, 2025 and end on June 30, 2026.

8. Procurement: The Sub-grantee certifies that for any equipment, supplies, and/or services outside of their organization that they have a procurement policy and will follow it.
9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the CCRPC and Sub-grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.
10. Cancellation: This Contract may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

11. Contacts:

Grant Administrator:	Sub-grantee:
Chittenden County RPC	Central Vermont Regional Planning Commission
c/o Darren Schibler, Senior Planner	c/o Christian Meyer, Executive Director
110 West Canal Street, Suite 202	29 Main Street
Winooski, VT 05404-2109	Montpelier, VT 05602
802-846-4490	802-229-0389
Email: dschibler@ccrpcvt.org	Email: meyer@cvregion.com

12. Attachments: This Contract includes the following attachments that are incorporated herein by reference
Attachment A – Sub-grantee Scope of Work, Schedule & Budget
Attachment B – Payment Provisions and Monitoring/Reporting Requirements
Attachment C – Standard Contract Provisions for Contracts and Grants
13. Pass-through Provisions: The Terms and Conditions of the Contract between CCRPC and the Vermont Department of Forest, Parks & Recreation as included in the attachments, and as may be modified by the U.S. Treasury, pass through to all tiers of Sub-grantees or Sub-recipients.
14. Legal Name and Unique Entity Identifier (UEI): The following information is required. If the Sub-grantee does not have a current UEI⁽¹⁾ number and registration with the US Federal Contractor Registration then the Sub-grantee must obtain or update existing UEI record and register with the US Federal Contractor Registration. The Sub-grantee shall not be paid until a UEI number is on file with CCRPC.

Legal Name and UEI Number on File with the US Federal Contractor Registration:

<u>L97JQHE86VX3</u>	<u>Central Vermont Regional Planning Commission</u>
<i>UEI Number</i>	<i>Print Legal CCR Name</i>

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

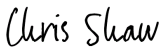
☐ Yes ☒ No

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

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | |

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

By the Chittenden County Regional Planning Commission (CCRPC):

Signature: DocuSigned by:

7EA6B28D8F7B4C4...

Date: 4/11/2025

Name: Chris Shaw
Title: Chair
Agency: CCRPC

By the Sub-grantee:

Signature: 

Date: 4/4/2025

Name: Christian Meyer
Title: Executive Director
Agency: Central Vermont Regional Planning Commission
E-mail: meyer@cvregion.com
Phone: 802-229-0389

ATTACHMENT A**SCOPE OF WORK TO BE PERFORMED****The Sub-grantee will:**

1. Coordinate with the City of Barre to prepare Site 3 for modified Stockholm planting, including relocation of existing bench, removal and disposal of asphalt, preparation of ground for seeding, and seed, mulch, and water the planting site.
2. Coordinate with the City of Barre to procure a contractor to plant at least 4 trees as shown in the planting plan, including any required soil amendments, mulching, and watering bags.
3. Coordinate with the City of Barre to conduct a tree health and pruning workshop for Barre City Facilities, Grounds, and Street Department staff.
4. Coordinate with the City of Barre to host a playground planting community celebration.
5. Prior to project closeout, coordinate a post-planting site visit with VT UCF Program Staff (which may take place at the community celebration in Task 4).
6. Coordinate with the City of Barre to provide ongoing maintenance required under Attachment D. Subrecipient is additionally responsible for a three-year guarantee period for planted material.

Grant Requirements and Deliverables

The Sub-grantee shall perform the activities as described above. In carrying out the project, the Subrecipient shall:

1. Submit, upon completion of the project, the financial and reporting documentation as outlined in Attachment B.
2. Maintain all documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and make them available to the CCRPC for inspection for a period of three (3) years from the end of the grant period.
3. Credit the Vermont Department of Forests, Parks and Recreation, Urban & Community Forestry Program, and the Chittenden County Regional Planning Commission in any material or publicity. All data and materials created or collected under this Agreement – including all digital data – are public records. Sub-grantee may utilize the information for their own purposes but shall not copyright these materials.
4. Comply with OMB guidance subparts A through F of 2 CFR Part 200.

ATTACHMENT B**PAYMENT PROVISIONS AND MONITORING/REPORTING REQUIREMENTS**

1. **Source of Funds.** The funds used to support this Contract, in full or in part, are provided through the U.S. Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds as part of the federal American Rescue Plan Act of 2021 (ARPA); this Contract therefore is subject to payment criteria and specific reporting requirements mandated by the U.S. Treasury and the State of Vermont.
2. **General Payment Criteria.** The CCRPC agrees to compensate the Sub-grantee for services performed as defined in the Sub-grantee budget, up to the maximum amount below, provided such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant. The Sub-grantee budget is described in the Sub-grantee's proposal, included as Attachment A.

Maximum amount payable: \$11,497

3. **Use of Funds.** The Sub-grantee agrees that all funds shown in the budget, and the match, are to be spent as detailed by cost classification and by task. If funds are not to be spent as detailed in the budget, the Sub-grantee must obtain written approval from the CCRPC prior to the expenditure of such funds.
4. **Payment Amounts and Timing.** The Subrecipient may submit invoices upon completion of each phase as outlined below and acceptance by CCRPC, which will be remitted within 60 days of invoice receipt. Maximum amounts for phase completion are as follows:
 - 75% of award upon grant execution and submission of invoice
 - Remaining amount (totaling 25% of total project costs) as reimbursement upon receipt and approval of the final report described in paragraph 3.
5. **Certification of Costs.** All invoices must include the following statement and a signature of the authorizing official:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

6. **Reporting.** The Subrecipient shall submit to the CCRPC, no later than June 30, 2026, a final report on the project activities. This report shall include the following:
 - a. Written list of expenditures by task and by expense category comparing proposed budget outlined in grant application to actual expenditures. Labor and fringe costs are based on actual costs. Indirect costs, if charged, must be in accordance with grant requirements.
 - b. A written story (up to one page) about the project with photo documentation if applicable to be used by the Vermont Urban and Community Forestry Program to share the project. Possible uses include: e-newsletter, blog post, website, and printed material. Project summaries need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside

reader of activities undertaken, obstacles encountered, solutions achieved, milestones, deliverables, and schedule.

- c. Provide digital copies of all products developed as part of this grant, if applicable. (This might include master plans, maps, inventories, or other printed materials).

CCRPC reserves the right to request a progress report at any point during the term of the award. Such reports shall be submitted within 15 business days of the request.

7. **Federal Funding Accountability and Transparency Act of 2006 Compliance.** With the exception of Sub-grantees receiving less than \$25,000 of Federal funds through this grant program, and/or for entities with previous tax year gross income less than \$300,000; the CCRPC is required by law to report at least the following information regarding the Sub-grantee into the OMB federal website (<https://USASpending.gov>):

- a. The name of the entity receiving the award;
- b. The amount of the award;
- c. Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- d. The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;
- e. A unique identifier of the entity receiving the award and of the parent entity of the recipient (the UEI number), should the entity be owned by another entity; and
- f. Any other relevant information specified by OMB.

CCRPC will collect the information listed above as needed to ensure compliance with the Act.

8. **Incident Reporting.** The Sub-grantee must report the following events by e-mail as soon as possible after they occur:
- a. Developments that have a significant favorable impact on the project.
 - b. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award
 - c. A change or anticipated change in staffing assigned to the scope of work.
9. **Completion of Work.** If the work described in any invoice as provided by the Sub-grantee has not been completed to the satisfaction of CCRPC, as determined by the Grant Manager, CCRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.
10. **Additional Funds.** Any additional funds required to complete the project activities will be the responsibility of the Sub-grantee to obtain. CCRPC shall not be responsible for any other expenses of the Subrecipient.

11. Submission of Invoices. Invoices shall be submitted to the contacts as noted below. **Invoices should be e-mailed.**

Submit Invoices to: Chittenden County Regional Planning Commission
c/o Forest Cohen, Senior Business Manager
110 West Canal Street, Suite 2020
Winooski, VT 05404-2109
fcohen@ccrpcvt.org

Copy to: Darren Schibler, Senior Planner
dschibler@ccrpcvt.org

12. Extensions. If the aforementioned conditions cannot be met by the project close-out date, the Subrecipient must request an extension from CCRPC in writing one month prior to the close-out date.

13. Default. Failure to adhere to the terms of this Contract shall constitute an “Event of Default” and will result in a mandate to return the funds already disbursed under this Contract, and/or the withholding of current and future payments under this Contract until such time as the Default is resolved to CCRPC’s satisfaction.

ATTACHMENT C
Standard Provisions for Contracts and Grants

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Subrecipient or Subrecipient, with whom the Chittenden County Regional Planning Commission (CCRPC) is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a Contract, CCRPC Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Contract will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Chittenden Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the CCRPC with regard to its performance under this Agreement. Party agrees that the CCRPC shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4. Appropriations:** If this Contract extends into more than one fiscal year of the CCRPC (July 1 to June 30), and if appropriations are insufficient to support this Contract, the CCRPC may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Contract is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the CCRPC may suspend or cancel this Grant immediately, and the CCRPC shall have no obligation to pay Sub-recipient from CCRPC revenues.
- 5. No Employee Benefits For Party:** The Party understands that the CCRPC will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to CCRPC employees, nor will the CCRPC withhold any CCRPC or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Contract. The Party understands that all tax returns required by the Internal Revenue Code and the CCRPC, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Contract income will be provided by the CCRPC to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence:** The Party will act in an independent capacity and not as officers or employees of the CCRPC.
- 7. Defense and Indemnity:**
 - A. The Party shall defend the CCRPC and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The

CCRPC shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

- B. After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Franklin Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.
 - C. The Party shall indemnify the CCRPC and its officers and employees in the event that the CCRPC, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
 - D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the CCRPC to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.
- 8. Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.
- 9. Reliance by the CCRPC on Representations:** All payments by the CCRPC under this Contract will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 10. False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- 11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- 12. Use and Protection of State Information:**
- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

B. With respect to State Data, Party shall:

- i. take reasonable precautions for its protection;
- ii. not rent, sell, publish, share, or otherwise appropriate it; and
- iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:

- i. strictly maintain its confidentiality;
- ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
- iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

- i. industry-standard firewall protection;
- ii. multi-factor authentication controls;
- iii. encryption of electronic Confidential State Data while in transit and at rest;
- iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
- vi. training to implement the information security measures; and
- vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

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

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

- 13. Subrecipient Monitoring:** CCRPC is required to monitor the activities of the Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. As such, our monitoring of the Subrecipient shall include reviewing required financial and programmatic reports, ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award, and issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from CCRPC. Depending on the risk assessment, CCRPC may provide the Subrecipient with training and technical assistance on program-related matters, perform on-site reviews of Subrecipient's program operations or arrange for agreed-upon procedures engagement for audit services. Finally, we will verify that each Subrecipient is audited as required in 2 CFR §200.501 Audit Requirements, when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold, and will obtain copies of Subrecipient's annual audit and management letter. If conditions necessitate, adjustments to the CCRPC's records will be made and enforcement actions will be taken against noncompliant subrecipients as described in 2 CFR §200.3398 Remedies for noncompliance.
- 14. Access to Records and Retention Requirements:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 15. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 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 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Contract. Party further agrees to include this provision in all subcontracts.
- 16. Taxes Due to the State:** As required by law (32 V.S.A. Section 3113) the Party hereby certifies, under the pains and penalties of perjury, that it 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 as of the date the Party signs the Contract.
- 17. 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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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

- 18. Sub-Agreements:** Party shall not assign, subcontract or sub-grant the performance of this Contract or any portion thereof to any other Party without the prior written approval of the CCRPC. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor. Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont:
- a. Section 10 (“False Claims Act”);
 - b. Section 11 (“Whistleblower Protections”);
 - c. Section 12 (“Location of State Data”);
 - d. Section 14 (“Fair Employment Practices and Americans with Disabilities Act”);
 - e. Section 16 (“Taxes Due the State”);
 - f. Section 18 (“Child Support”);
 - g. Section 20 (“No Gifts or Gratuities”);
 - h. Section 22 (“Certification Regarding Debarment”);
 - i. Section 30 (“State Facilities”);
 - j. and Section 32.A (“Certification Regarding Use of State Funds”).
- 19. 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 CCRPC during the term of this agreement.
- 20. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
- 21. 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. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.
- 22. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 23. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by CCRPC from the Party in connection with this Agreement, and any obligations of the CCRPC to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 24. Force Majeure:** Neither the CCRPC nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

25. Termination:

- A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the CCRPC (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the CCRPC may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the CCRPC may suspend or cancel this Agreement immediately, and the CCRPC shall have no obligation to pay Party from CCRPC revenues.
- B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the CCRPC. All CCRPC property, tangible and intangible, shall be returned to the CCRPC upon demand at no additional cost to the CCRPC in a format acceptable to the CCRPC.

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

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

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

29. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the CCRPC whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the

terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the CCRPC, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

30. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the CCRPC the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

ATTACHMENT D
TREE PLANTING SPECIFICATIONS FOR
COMMUNITY TREE PLANTING GRANTS

Part 1 General

1.1 Scope of Work

1.1.1 Planting trees

1.1.2 Initial maintenance and guarantee of plant materials

1.2 Quality and Performance Assurances

1.2.1 The Subrecipient shall furnish all contractors with a copy of these specifications, and all contractors must read, sign one copy, and agree to follow specifications outlined.

1.2.2 The Subrecipient shall inspect work periodically to ensure that all specifications are adhered to. Changes in specifications can be made only after approval from the Urban and Community Forestry Program.

1.2.3 Subrecipient shall insure that contractor's use all means necessary to protect all materials before, during and after installation including proper storage. Follow the manufacturer's recommended procedures for unloading, storage and installation where applicable.

1.2.4 Plant materials shall be in accordance with the American Standard for Nursery Stock, ANSI Z60-1-1990, as defined by the American Association of Nurserymen.

1.3 Warranty

1.3.1 All plant material shall remain alive and be in a healthy, vigorous condition for a period of three years after completion of the entire project.

1.3.2 Replace, in accordance with the drawings and specifications, all plants that are dead or, as determined by the Subrecipient or staff with the Urban and Community Forestry Program, are in an unhealthy or unsightly condition. Subrecipient or contractor shall bear the cost of replacement(s).

Part 2 Products

2.1 Plant Materials

2.1.1 Plant material shall conform to American Standard for Nursery Stock, ANSI Z60.1.

2.1.2 Plants shall be true to species and variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug, oversized balled, and be of the form necessary to meet design standards. They shall be sound, healthy, vigorous, well-branched and densely foliated when in leaf and free of disease and insects (eggs or larvae). They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.

2.1.3 Plants shall not be heavily pruned before delivery. Trees with multiple leaders, unless specified, will be rejected. Trees with damaged or crooked leader, abrasion of bark, sunscald, disfiguring knots, insect damage, or cuts of limbs over $\frac{3}{4}$ inch (2 centimeters) in diameter that are not completely calloused should be rejected.

2.1.4 Plants shall conform to the measurements specified, except for plants larger than those specified. If larger plants are used, the root ball shall be increased in proportion to the size of the plant. Caliper measurements shall be taken on the trunk 6 inches (15 centimeters) above the natural ground line. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum size specified. Balled and burlapped trees shall be a minimum of 2-inch caliper.

2.1.5 All plants shall be labeled by plant name and size. Labels shall be attached securely to all plants, bundles and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.

2.2 Guying, Staking and Wrapping Materials (OPTIONAL)

2.2.1 Wood stakes shall be sound, uniform, hardwood, redwood or cedar. Wood stakes shall be, a minimum 2-inch section, 6 feet long and pointed at one end. Ground anchors, if specified, shall be arrowhead shaped earth anchors of malleable iron castings, aluminum castings, or stamped steel. Support ties shall be 2-inch or wider bands of polypropylene, or elasticized or webbed strapping. Wrapping materials shall be a standard manufactured tree wrapping paper.

2.3 Mulch

2.3.1 Mulch shall be 6 months old well-rotted bark mulch not larger than 4 inches in length and $\frac{1}{2}$ -inch in width, free from woodchips, sawdust, or twigs.

Part 3 Execution

3.1 Digging and Handling Plant Materials

3.1.1 Plants are to be dug with firm, natural balls of earth of diameter not less than that recommended in the Tree and Shrub Transplanting Manual as published by the International Society of Arboriculture, and of sufficient depth to include fibrous and feeding roots. Plants will not be accepted if the ball is dry, cracked or broken before or during planting operation. The root flare shall be within the top 2 inches of the soil ball.

3.2 Excavation

3.2.1 Tree pits are to be excavated no deeper than the depth of the root ball and three (3) times the diameter of the root ball.

3.2.2 Sub-grade soils shall be separated from the upper topsoil and if of poor quality, replaced with topsoil when backfilling. Sub-grade soil in pits shall be left undisturbed.

3.2.3 If tree pits are excavated with mechanical equipment, scarify the sidewalls and bottom prior to planting. Care shall be exercised to reduce soil compaction on site.

3.3 Planting Operations

3.3.1 Plants must be protected at all times from sun or drying winds. Plants that cannot be planted immediately on delivery shall be kept in the shade, well-protected with soil, covered with wet mulch or other acceptable material, and kept well-watered. Plants shall not remain unplanted any longer than three days after delivery to the site. Plants shall not be bound with wire or rope so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damage.

3.3.2 Plants shall be set at the same relationship to finish grade as they were to the ground from which they were dug. Plants must be set plumb and braced rigidly in position until prepared topsoil has been tamped solidly around the ball and roots. Plants shall be set so that they will be the same depth in one year. The trees shall be planted with the top of the root flare, or first woody root, exposed even if soil must be removed gently from the top of the ball. Briefly remove burlap to inspect root ball prior to setting in hole to determine proper hole depth.

3.3.3 Ropes, strings and wrapping from the ball shall be removed before the plant is backfilled, although the bottom 1/3 of the wrapping may be left intact under the ball in certain cases, if deemed better for plant survival by a certified arborist. All waterproof or non-degradable wrappings shall be removed from the ball. Wire baskets shall be cut and removed from the ball.

3.3.4 Plant pits shall be backfilled with on-site excavated material unless directed otherwise. When pits are approximately 2/3 full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, topsoil is to be installed to the top of pit and watered. Puddled soil conditions are to be avoided.

3.3.5 Planting areas are to be finish-graded to conform to grades after full settlement has occurred.

3.3.6 Plantings shall receive a 3" (10 cm) layer of shredded bark mulch in minimum of a 24" diameter circle around the trunk of the tree, without touching the tree trunk itself.

3.3.7 Plants shall be thoroughly watered immediately after planting.

3.4 Staking/Guying, Wrapping and Pruning (OPTIONAL)

3.4.1 Staking shall be done only if the tree requires support in strong winds or protection from equipment, vehicles or vandals. If staking is necessary, stakes of non-rusting metal or untreated wood shall be driven outside the root ball and attached to the tree with broad straps, not wires, about six inches above the lowest level at which the trunk can be held and still return upright after the top is deflected. The Contractor or Subrecipient shall be responsible for removing, staking and guying materials no later than one year after planting.

3.4.2 Trees shall not be wrapped except in extreme weather zones or where reflective heat could be a problem. Wrapping shall only be used during the winter months. It is the responsibility of the Contractor or Subrecipient to remove the wrap in the spring.

3.4.3 Plants shall not be pruned at the time of planting except to remove broken branches. Broken branches shall be pruned with a sharp tool and in a manner to retain and encourage the plant's natural growth characteristics. The crown of a young tree shall not be cut back to compensate for root loss. Wound paint or dressing shall not be used.

3.5 Maintenance of Plant Materials

3.5.1 Maintenance shall consist of watering, cultivating, weeding, mulching, tightening and repairing straps and stakes, stake and wrap removal after one growing season, resetting plants to proper grades or upright position, and furnishing and applying such sprays or other materials as are necessary to keep plantings free of insects and disease and in healthy and thriving condition. The Subrecipient and the Contractor should arrange who is responsible for this maintenance.

3.6 Guarantee Period and Replacements

3.6.1 The guarantee period for plant materials shall begin at the date of planting.

3.6.2 The contractor shall guarantee all plant material to be in healthy and thriving condition for a period of one year from the date of acceptance.

3.6.3 The Contractor shall replace, without cost and promptly as weather conditions permit, all plants determined by the supervisor to be dead or dying during the guarantee period. Plants with dead or dying branches or branch tips, or with foliage showing abnormal density, size or color shall be replaced except where the contractor demonstrates that plant failure was not attributable to their actions or negligence. Replacements shall be subject to requirements stated in this specification.

3.6.4 The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during the extended guarantee period, the supervisor may elect subsequent replacement or credit for that item.

3.7 Planting Season

3.7.1 All deciduous material shall have been dug when dormant and prior to bud swelling.

3.7.2 All conifers shall be dug in the spring, prior to bud elongation or in late summer after new growth has hardened off.

3.7.3 Planting should take place as soon as possible after trees have been dug. Planting should take place in the spring or fall.

3.7.4 Although discouraged, summer planting may be performed if additional measures are taken to ensure proper irrigation.

3.8 Watering and Care

3.8.1 A clear watering plan including devices like watering bags and soaker hoses etc. should be established to ensure tree survival. The plants shall be watered at least weekly during the dry season. Contractor or Subrecipient shall keep the area immediately surrounding the tree free from weeds and turf.

**LDD Contract for NBRC Catalyst Grant NBRC21GVT11
Cross Vermont Trail Association
with the
Central Vermont Regional Planning Commission**

General Contract for Services

This contract for Services is made effective as of July 1, 2024, by and between Cross Vermont Trail Association and Central Vermont Regional Planning Commission (CVRPC).

SCOPE OF SERVICES: Beginning on July 1, 2024, CVRPC will provide Cross Vermont Trail Association the following LDD services (collectively, the “Services”):

1. GRANT ADMINISTRATION:

LDDs shall have the following scope of services pertaining the Grant Administration:

- Quarterly Reporting: Ensure that the grantee files quarterly reports on time and enough information to provide a meaningful outline of where the project is at in the process.
- Reimbursement Requests: Provide guidance to grantees on filing reimbursements requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.
- Final Reporting: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.
- General Assistance: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC. This does not include conducting the bid processes and assessing bid documents for completion, interviewing potential consultants or other procurement processes.

2. PAYMENT:

Payment shall be made to CVRPC by Cross Vermont Trail Association for an amount not to exceed, \$1,500 (unless agreed to up front by the 2 organizations) based on the # of hours worked. Charges may include wages and fringe plus the Indirect Cost Rate (ICR) as approved by a Federal Cognizant Agency. Approved ICR will be maintained on record by the LDD.

3. TERM:

This Contract will terminate automatically upon completion by the contract date as listed within the Grantee’s Contract between the Grantee (Cross Vermont Trail Association) and Northern Border Regional Commission or the completion of the project, whichever comes first.

4. INDEMNIFICATION:

Cross Vermont Trail Association agrees to indemnify and CVRPC harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted

against CVRPC that results from the acts or omissions of the Cross Vermont Trail Association's employees, agents, or representatives.

5. DEFAULT.

The occurrence of any of the following shall constitute a material default under this Contract:

- The failure to make a required payment when due.
- The insolvency or bankruptcy of either party.
- The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- The failure to make available or deliver the Services in the time and manner provide for in the Contract.

6. REMEDIES.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other part may terminate the Contract.

7. ENTIRE AGREEMENT.

This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

8. SEVERABILITY.

If any provisions of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

9. AMENDMENT.

The Contract may be modified or amended in writing by mutual agreement between the parties, and by notifying Northern Border Regional Commission.

10. GOVERNING LAW.

This Contract shall be construed in accordance with the laws of the state of Vermont.

11. CONSTRUCTION AND INTERPRETATION.

The rule requiring construction of interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the second party signs.

Service Recipient (Grantee):

Greg Western, Executive Director Cross Vermont Trail Association

Signature: 

Date: 4/15/2025

LDD:

Christian Meyer, Executive Director, Central Vermont Regional Planning Commission

Signature: _____

Date: _____